US Army Corps of Engineers®
New York District

THIS IS AN UNRESTRICTED PROCUREMENT AISC CODE 237990
SAFETY PAYS

FIRE ISLAND INLET AND SHORES WESTERLY TO JONES INLET, NEW YORK BEACH EROSION CONTROL AND NAVIGATION PROJECT

Solicitation &

Specifications

IFB No. W912DS-26-B-A015

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SECTION 00 00 01

COVER SHEET
01/20

PART 1 GENERAL

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

INVITATION FOR BIDS
FOR
FIRE ISLAND INLET AND SHORES WESTERLY TO JONES INLET,
NEW YORK BEACH EROSION CONTROL AND NAVIGATION PROJECT
SUFFOLK COUNTY, NEW YORK

1. Attached is INVITATION FOR BIDS (IFB) NO. W912DS-26-B-A015.

2. BIDS MUST SET FORTH full, accurate, and complete information as requested by this Invitation for Bids, including attachments. The penalty for making false statements in bids is prescribed in Title 18, United States Code, Section 1001.

3. SUBMISSION OF BIDS: Complete details concerning proper submission of bids are contained in the INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS (Section 00 21 16).

4. N/A

5. REPRESENTATIONS AND CERTIFICATIONS- SECTION 00 45 00
Bidders and Offerors are required to complete the REPRESENTATIONS AND CERTIFICATIONS and submit them with their bids.

6. THIS PROJECT IS NOT A SMALL BUSINESS SET-ASIDE.

PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section --

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SECTION 00 00 02

CHECK LIST FOR BIDDERS

01/20

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SECTION 00 00 02

CHECK LIST FOR BIDDERS
01/20

PART 1 GENERAL

ATTACHED IS IFB FOR

FIRE ISLAND INLET AND SHORES WESTERLY TO JONES INLET,
NEW YORK BEACH EROSION CONTROL AND NAVIGATION PROJECT
SUFFOLK COUNTY, 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 00 45 00) PORTION OF THE SOLICITATION?

__ IS YOUR DUNS NUMBER LISTED ON THE STANDARD FORM 1442?

__ IS YOUR BID PROPERLY SIGNED?

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

__ IS YOUR BID GUARANTEE IN THE PROPER AMOUNT?

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

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

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

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

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

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

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

__ DOES THE ENVELOPE CONTAINING YOUR BID PROPERLY IDENTIFY THAT IT IS A

SEALED BID AND DOES IT CONTAIN THE CORRECT SOLICITATION NUMBER AND BID OPENING TIME?

__ WILL YOUR BID ARRIVE ON TIME? (SEE PARAGRAPH ENTITLED "LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS" IN THE INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS, SECTION 00 21 16 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. BIDDER IS RESPONSIBLE TO ENSURE THAT ITS BID IS SUBMITTED TIMELY.

BIDDER IS RESPOSIBLE TO ENSURE BID IS SUBMITTED ON TIME.

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DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 01 15

LIST OF DRAWINGS

01/07

PART 1 GENERAL

1.1 SUMMARY
1.2 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS

PART 2 PRODUCTS

PART 3 EXECUTION

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SECTION 00 01 15

LIST OF DRAWINGS
01/07

PART 1 GENERAL

1.1 SUMMARY

This section lists the drawings for the project pursuant to contract clause "DFARS 252.236-7001, Contract Drawings, Maps and Specifications."

1.2 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS

(a) The Government will provide to the Contractor, without charge, one (1) sets of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer or Contractor Officer's Representative of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general:

(1) Large-scale drawings shall in general govern over small-scale drawings. Information and data provided in contract specifications shall govern over similar information and data specified in contract drawings; 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 following contract drawings and maps, all of which form a part of these specifications and are available in the office of the District Engineer, U.S. Army Corps of

Engineers, New York District, 26 Federal Plaza, New York, N.Y. 10278-0090:

Contract drawings are as follows:

FY 2026 Fire Island Inlet and Shores Westerly to Jones Inlet, New York Beach Erosion Control and Navigation Project		
SHEET NO.	SHEET ID	DESCRIPTION
1	G-001	COVER PAGE
2	G-101	FEDERAL NAVIGATION CHANNEL LIMITS, GENERAL NOTES,AND TYPICAL CROSS SECTION
3	C-101	DREDGING AREA AND SOUNDING MAP
4	C-102	DREDGING AREA AND SOUNDING MAP
5	C-103	DREDGING AREA AND SOUNDING MAP
6	G-201	BEACH PLACEMENT SHEET LAYOUT AND GENERAL NOTES
7	C-201	LAYOUT AND DESIGN OF PLACEMENT AREA GILGO BEACH (STA 0+00 TO 1+50)
8	C-202	LAYOUT AND DESIGN OF PLACEMENT AREA GILGO BEACH (STA 1+50 TO 18+50)
9	C-203	LAYOUT AND DESIGN OF PLACEMENT AREA GILGO BEACH (STA 18+50 TO 37+00)
10	C-204	LAYOUT AND DESIGN OF PLACEMENT AREA GILGO BEACH (STA 37+50 TO 56+00)
11	C-205	LAYOUT AND DESIGN OF PLACEMENT AREA GILGO BEACH (STA 56+00 TO 75+00)
12	C-206	LAYOUT AND DESIGN OF PLACEMENT AREA GILGO BEACH (STA 75+00 TO 95+50)
13	C-207	LAYOUT AND DESIGN OF PLACEMENT AREA GILGO BEACH (STA 95+50 TO 112+00)
14	C-208	LAYOUT AND DESIGN OF PLACEMENT AREA GILGO BEACH (STA 112+50 TO 131+00)
15	C-209	LAYOUT AND DESIGN OF PLACEMENT AREA GILGO BEACH GILGO BEACH (STA 131+00 TO 150+00)
16	C-210	LAYOUT AND DESIGN OF PLACEMENT AREA GILGO BEACH (STA 150+00 TO 168+50)

17	C-211	LAYOUT AND DESIGN OF PLACEMENT AREA GILGO BEACH (STA 168+50 TO 180+80)
18	C-301	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 3+00 TO 12+00)
19	C-302	GILGO BEACH PLACEMENT CROSS SECTIONS CROSS SECTIONS (STA 15+00 TO 24+00)
20	C-303	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 27+00 TO 36+00)
21	C-304	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 39+00 TO 48+00)
22	C-305	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 51+00 TO 60+00)
23	C-306	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 63+00 TO 72+00)
24	C-307	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 75+00 TO 84+00)
25	C-308	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 87+00 TO 96+00)
26	C-309	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 99+00 TO 108+00)
27	C-310	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 111+00 TO 120+00)
28	C-311	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 123+00 TO 132+00)
29	C-312	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 135+00 TO 144+00)
30	C-313	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 147+00 TO 156+00)
31	C-314	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 159+00 TO 168+00)
32	C-315	GILGO BEACH PLACEMENT CROSS SECTIONS (STA 171+00 TO 180+75.74)
33	C-401	OPTION 1 - OPTION 4 LAYOUT AND DESIGN OF PLACEMENT AREA OVERLOOK BEACH
34	C-402	OPTION 1 - OPTION 4 LAYOUT AND DESIGN OF PLACEMENT AREA OVERLOOK BEACH
35	C-403	OPTION 1 - OPTION 4 LAYOUT AND DESIGN OF PLACEMENT AREA OVERLOOK BEACH
36	C-404	OPTION 1 - OPTION 4 LAYOUT AND DESIGN OF PLACEMENT AREA OVERLOOK BEACH

(f) The Contractor shall check all drawings furnished to him

immediately upon their receipt and shall promptly notify the Contracting Officer or Contracting Officer's Representative of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements unless dimensions are specified. Large-scale drawings shall in general govern over small-scale drawings. Information and data provided in contract specifications shall govern over similar information and data specified in contract drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have thereby been avoided (DOD FAR Suppl. 52.236-7002).

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

-- End of Section --

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DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 10 00

SF 1442 AND BIDDING SCHEDULE

01/20

PART 1 GENERAL

1.1 SF 1442 SOLICITATION, OFFER, AND AWARD
1.2 BID SCHEDULE

PART 2 PRODUCTS

PART 3 EXECUTION

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SECTION 00 10 00

SF 1442 AND BIDDING SCHEDULE
01/20

PART 1 GENERAL

1.1 SF 1442 SOLICITATION, OFFER, AND AWARD

To be provided by Contracting Division.

1.2 BID SCHEDULE

To be provided by Contracting Division.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

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DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 21 16

INSTRUCTIONS, CONDITIONS, AND NOTICE TO BIDDERS

01/20

PART 1 GENERAL

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SECTION 00 21 16

INSTRUCTIONS, CONDITIONS, AND NOTICE TO BIDDERS
01/20

PART 1 GENERAL

To be provided by Contracting

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SECTION 00 45 00

REPRESENTATION AND CERTIFICATION

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SECTION 00 45 00

REPRESENTATION AND CERTIFICATION
01/20

PART 1 GENERAL

TO BE PROVIDED BY CONTRACTING DIVISION

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

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SECTION 00 72 00

CONTRACT CLAUSES

01/20

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SECTION 00 72 00

CONTRACT CLAUSES
01/20

PART 1 GENERAL

To be provided by Contracting Division.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

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DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 90 00

WAGE RATES

02/09

PART 1 GENERAL

1.1 NOTE

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 WAGE RATES

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SECTION 00 90 00

WAGE RATES
02/09

PART 1 GENERAL

1.1 NOTE

Wage rates provided by Contracting Division.

A copy of the wage rate shall be displayed at a highly visible location on the dredge at all times for the duration of the project.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 WAGE RATES

The following wage rates are subject to this contract.

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3.1.2 Attachment B Daily Construction Quality Control Report
3.1.3 Attachment C Project Sign and Safety Sign
3.1.4 Attachment D Oil and Hazardous Material Operations
3.1.5 Attachment E Guideline for Preparing the Accident Prevention Plan
3.1.6 Attachment F Daily Reports for Dredging
3.1.7 Attachment G USACE Transportation and Placement Log
3.1.8 Attachment H Daily Site Safety and Health Inspection Logs
3.1.9 Attachment I Daily Whale, Turtle and Sturgeon Report Logs
3.1.10 Attachment J Submittal Register Example
3.1.11 Attachment K Survey Soundings Data XYZ
3.1.12 Attachment L Lab-Grain Size Wentworth Scale CHANNEL 1-2-3 and EASTERN DEPOSITION BASIN
3.1.13 Attachment M Environmental Third-Party Agency Concurrance
3.1.14 Attachment N Town of Babylon WQC Permit, DOS Permit, and USACE Regulatory Permit

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DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 90 01

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

04/08

PART 1 GENERAL

1.1 SUBMITTALS

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 ATTACHMENTS
3.1.1 Attachment A Reference Map and Drawings
3.1.2 Attachment B Daily Construction Quality Control Report
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3.1.9 Attachment I Daily Whale, Turtle and Sturgeon Report Logs
3.1.10 Attachment J Submittal Register Example
3.1.11 Attachment K Survey Soundings Data XYZ

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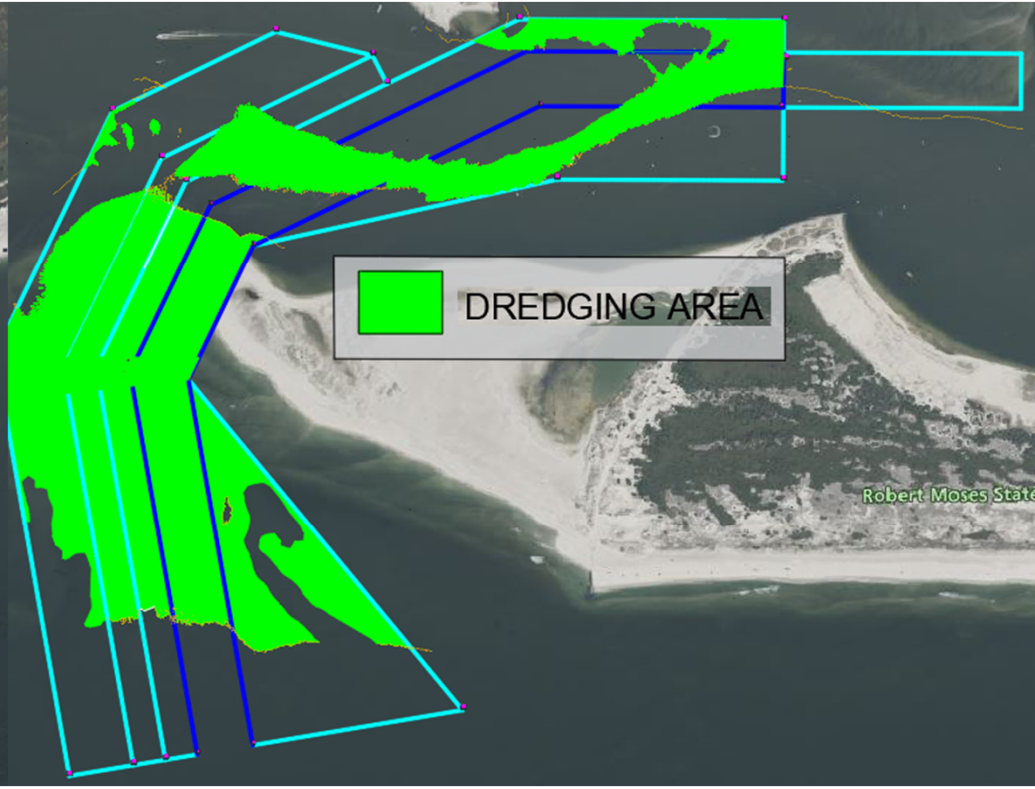
Material
Placement


DREDGING AREA
Robert Moses State

CONTRACTOR'S QUALITY CONTROL REPORT (QCR) (ER 1180-1-6)	DATE:	REPORT No

CONTRACT NUMBER AND NAME OF CONTRACTOR	DESCRIPTION AND LOCATION OF THE WORK:

WEATHER CLASSIFICATION:

CLASS A No Interruptions of any kind from weather conditions occurring this or previous shifts.

CLASS B Weather occurred during this shift that caused a complete stoppage of all work.

CLASS C Weather occurred during this shift that caused a partial stoppage of work.

CLASS D Weather overhead excellent or suitable during shift. Work stopped due to results of previous adverse weather.

CLASS E Weather overhead excellent or suitable during shift but work partially stopped due to previous adverse manner.

OTHER Explain

CLASSIFICATION:

CLASS

TEMPERATURE:

MAX ___ MIN ___

PRECIPITATION:

INCHES ___

CONTRACTOR/SUBCONTRACTORS AND AREA OF RESPONSIBILITY FOR WORK PERFORMED TODAY:(*Attach list of items of equipment either idle or working as appropriate*)

a_____.
b _____.
c. _____.
d,_____.
e _____.
f. _____.
g. _____.

1. WORK PERFORMED TODAY: (*Indicate location and description of work performed refer to work by prime and/or subcontractors by letter in table above*)

2. TYPE AND RESULTS OF INSPECTION: (*Indicate whether: P- Preparatory, I - Initial, or F - Follow-up and include satisfactory work completed or deficiencies with action to be taken.):*

3. TESTS REQUIRED BY PLANS AND/OR SPECIFICATIONS PERFORMED AND RESULTS OF TESTS:

SAMPLE

4. **VERBAL INSTRUCTIONS RECEIVED:** (*List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken.)*

5. **REMARKS:** (*Cover any conflicts in plans, specifications or instructions: acceptability of incoming materials ; offsite surveillance activities; progress of work, delays, causes and extent thereof; days of no work with reasons for same. Note if a Preparatory or Initial Phase Meeting was held, and attach a copy of the checklist.*)

5. a. **REQUESTS FOR INFORMATION**: (*Note that there is an RFI attached to this daily report, assign a control number and attach a sheet to this report which fully describes the RFI , and recommends a solution if applicable.*)

☐ RFI Attached ; Control Number =

5. b. **ENVIRONMENTAL QUALITY CONTROL**
Environmental Quality Control Requirements are in place and have been checked? x Yes; ☐Not Applicable
Have any endangered species been encountered? ☐ Yes; x No
(If Yes, attach required reports in accordance with Section ENVIRONMENTAL PROTECTION!)

5. c. **VISITORS TO THE SITE (***List the name of all official visitors to the site and who they represent i.e. State DEP, OSHA)*

6. **SAFETY**: (*Include all infractions of the accident prevention plan; COE Safety and Health Requirements Manual, EM 385-1-1; or instructions from Government QA personnel.* ***Describe corrective actions taken.***)

Safety meeting held today? ☐ Yes, x No (If Yes, state the subject and report number of personnel in attendance)

Safety meeting subject: _____.
Number of Contractor personnel attending = _____. Number of subcontractor personnel attending = _____.

Name of Reporting QC Inspector/s:

Signature & Date:_____

CONTRACTOR's CERTIFICATION: I certify that the above report is complete and correct and that all material and equipment used, work performed and tests conducted during this reporting period were in compliance with the contract except as noted above.

_____
Contractor's QC System Manager/ Authorized Representative

SAMPLE

PREPARATORY PHASE CHECKLIST

Date Preparatory Meeting Held:

Contract No.: _____ Spec. Sect. & Para.:

Title:
Dwg. No.:

MAJOR DEFINABLE SEGMENT OF WORK: Fusing of 12" pipe. Bolting together of 12" floating discharge rubber hoses.

A. PERSONNEL PRESENT:

	NAME	POSITION	COMPANY
1.			
2.			
3.			
4.			

(List additional personnel on attached sheet)

B. HAS EACH SPEC. PARAGRAPH AND DRAWING AND SHOP DRAWING DETAIL BEEN STUDIED: Yes _____ No

C. TRANSMITTALS INVOLVED: Yes _____ No

	NUMBER & ITEM	CODE	CONTRACTOR/GOVT. APPROVAL
1.			
2.			
3.			
4.			
5.			
6.			

C-I. Have all items involved been approved? Yes _____ No

If No, list items:

D. ARE ALL MATERIALS ON HAND? Yes _____ No

D-I. Have all materials been checked for contract compliance against approved shop drawings? Yes _____ No

D-II. Items not on hand or not in accordance with transmittals:

1.
2.
3.
4.

SAMPLE

E. TESTS REQUIRED IN ACCORDANCE WITH CONTRACT REQUIREMENTS:

	TEST	PARAGRAPH
1.	NONE	
2.		
3.		

F. ACCIDENT PREVENTION PREPLANNING - HAZARD CONTROL MEASURES:

F-I. Applicable Outlines (Attach completed copies):

1.
2.
3.
4.

F-II. Operational Equipment Checklists:

ATTACHED FOR:

1.
2.
3.

ON FILE FOR:

1.
2.
3.

G. HAVE PROCEDURES FOR ACCOMPLISHING WORK BEEN REVIEWED WITH APPROPRIATE PEOPLE? Yes _____ No

H. HAS ALL PRELIMINARY WORK BEEN ACCOMPLISHED IN ACCORDANCE WITH CONTRACT REQUIREMENTS AND IS THIS SEGMENT OF WORK READY TO START? Yes _____ No

H-I. Explain any problems:

_____
Quality Control Representative

SAMPLE

INITIAL PHASE CHECKLIST

Contract No. _____ Date:

Spec. Para:

Description and Location of Work Inspected:

REFERENCE CONTRACT DRAWINGS:

A. PERSONNEL PRESENT:

NAME	POSITION	COMPANY
1.		
2.		
3.		
4.		
5.		
6.		

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS. Yes _____ No

If not, explain:

C. PROCEDURES AND/OR WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE REQUIREMENT OF THE CONTRACT SPECIFICATIONS.
Yes _____ No

If not, explain:

D. WORKMANSHIP IS ACCEPTABLE. Yes _____ No

State areas where improvement is needed:

E. SAFETY VIOLATIONS AND CORRECTIVE ACTION TAKEN:

_____
Quality Control Representative

SAMPLE

Construction Project Identification Sign

Below are two samples of the Construction Project Identification sign showing how this panel is adaptable for use to identify either military (top) or civil works projects (bottom). The graphic format for this 4'x 6' sign panel follows the legend guidelines and layout as specified below. The large 4'x 4' section of the panel on the right is to be white with black legend. The 2'x 4' section of the sign on the left with the full Corps Signature (reverse version) is to be screen-printed Communication Red on the white background The designation of a sponsor in the area indicated is optional with Military or Civil Works construction signs. Signs may list one sponsoring entity. If agreement on a sponsor designation cannot be achieved, the area should be left blank.

This sign is to be placed with the Safety Performance sign shown on the following page. Mounting and fabrication details are provided on page 16-4.

Special applications or situations not covered in these guidelines should be referred to the district Sign Program Manager.

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: New York District (optional). Placed below 10.5" reverse Signature (6" Castle).
Color: White
Typeface: 1.25" Helvetica Regular

Legend Group 2a: One- to three-line identification of Military or Civil Works sponsor (optional). Place below Corps Signature to cross-align with Group 5a-b.
Color: White
Typeface: 1.25" Helvetica Regular
Maximum line length: 19"

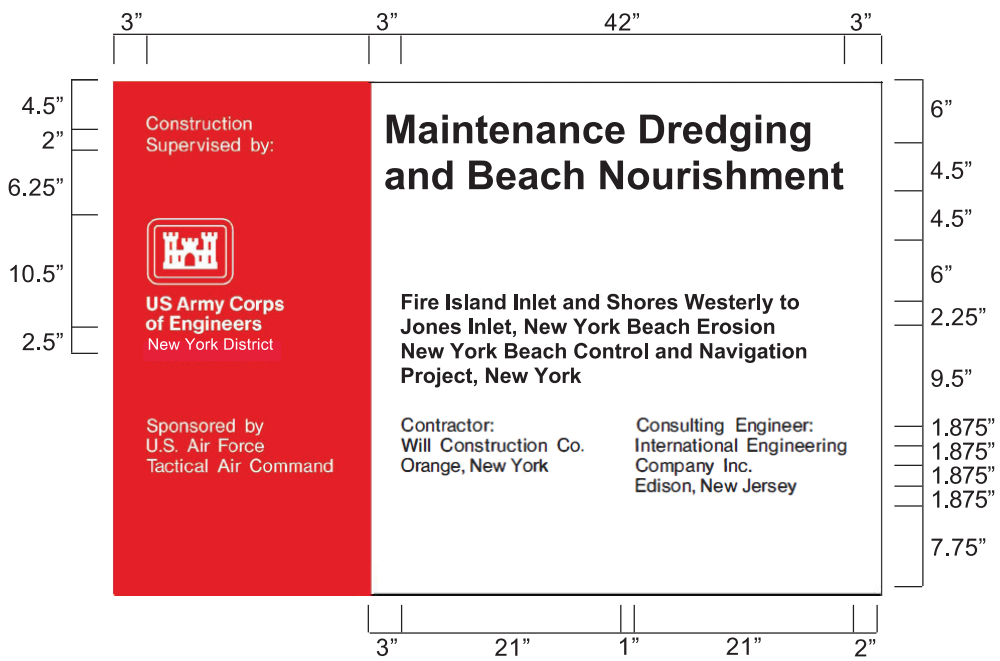
Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3" Helvetica Bold
Maximum line length: 42"

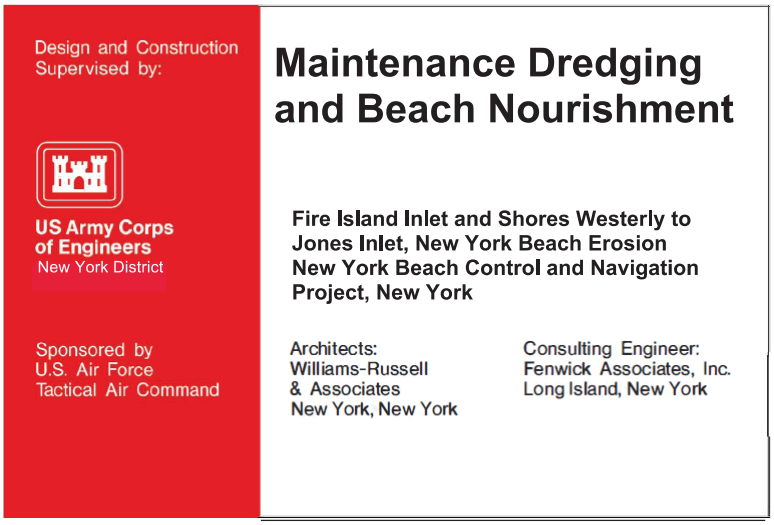
Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

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

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

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





Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4'x6'	4"x4"	HDO-3	48"	WH-RD/BK

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the Construction Project Identification sign specified on page 16-2.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Special applications or situations not covered in these guidelines should be referred to the district Sign Program Manager.

Legend Group 1: Standard two-line title "Safety is a Job Requirement" with 8" (outside diameter) Safety Green first aid logo.
Color: To match Pantone system 347
Typeface: 3" Helvetica Bold
Color: Black

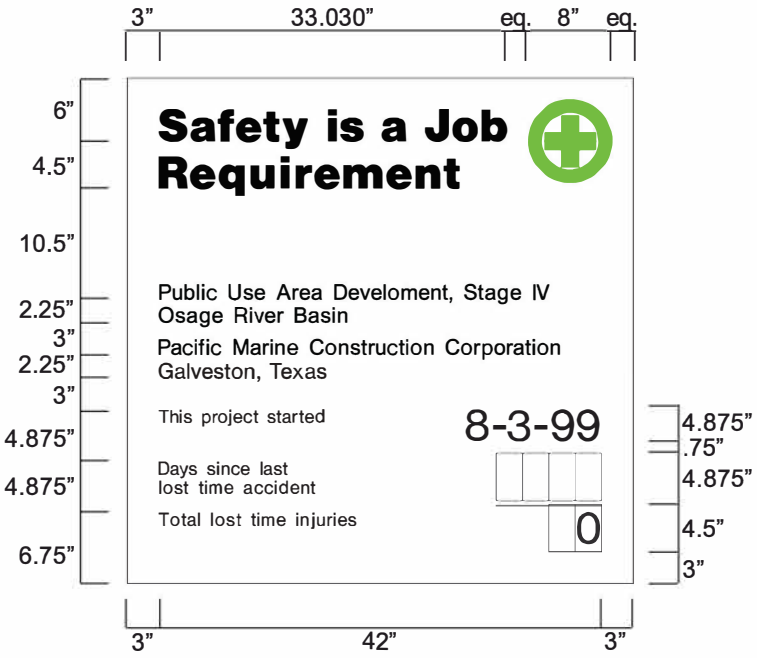
Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

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"

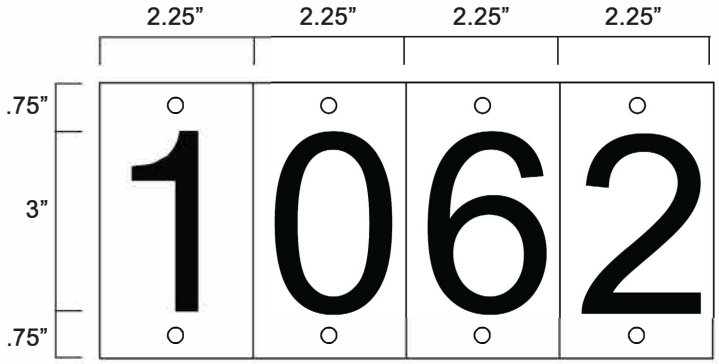
Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 1.25" Helvetica Regular

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 4.5"

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



Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4'x4'	4"x4"	HDO-3	48"	WH/BK-SG



Fabrication and Mounting Guidelines

All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer representative and shall conform to the size, format, and typographic standards shown on pages16-2 and 16-3. Detailed specifications for HDO 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.

For additional information on the proper method to prepare sign panel graphics, contact the district Sign Program Manager.

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

Sign graphics to be prepared on a white nonreflective vinyl film with positionable adhesive backing.

All graphics except for the Communication Red background with Corps Signature on the project sign are to be die-cut or computer-cut nonreflective vinyl, prespaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on pages 16-2 and 16-3.

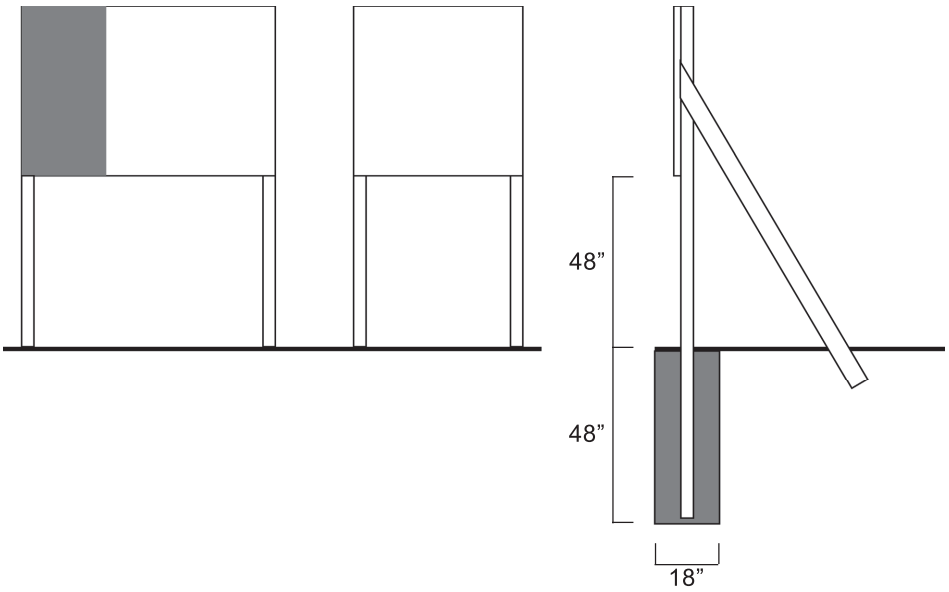
The 2'x 4' Communication Red panel (to match Pantone system 032) with full Corps Signature (reverse version) is to be screen-printed on the white background. Identification of the district or division may be applied under the signature with white cut vinyl letters prepared to Corps standards.

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

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

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

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



Construction Project Identification Sign
Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 2a: Military/Civil Works Sponsor

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Legend Group 5b: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Safety Performance Sign
Legend Group 2: Project Title

1. _____
2. _____

Legend Group 3: Contractor/A&E

1. _____
2. _____

[Code of Federal Regulations]
[Title 33, Volume 2]
[Revised as of July 1, 2005]
From the U.S. Government Printing Office via GPO Access
[**CITE**: **33CFR154.105**]

[Page 314-316]

TITLE 33--NAVIGATION AND NAVIGABLE WATERS

CHAPTER I--COAST GUARD, DEPARTMENT OF HOMELAND SECURITY (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]

TRANSFER OPERATIONS--Table of Contents

Subpart A_Oil and Hazardous Material Transfer Operations

Sec.
156.**100** Applicability.

156.105 Definitions.

156.107 Alternatives.

156.110 Exemptions.

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156.112 Suspension order.

156.113 Compliance with suspension order.

156.115 Person in charge: Limitations.

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156.120 Requirements for transfer.

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156.150 Declaration of inspection.

156.160 Supervision by person in charge.

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Subpart B_Special Requirements for Lightering of Oil and Hazardous Material Cargoes

156.200 Applicability.

156.205 Definitions.

156.210 General.

156.215 Pre-arrival notices.

156.220 Reporting of incidents.

156.225 Designation of lightering zones.

156.230 Factors considered in designating lightering zones.

Subpart C_Lightering Zones and Operational Requirements for the Gulf of Mexico

156.300 Designated lightering zones.

156.310 Prohibited areas.

156.320 Maximum operating conditions.

156.330 Operations.

Authority: 33 U.S.C. 1231, 1321(j); 46 U.S.C. 3703a, 3715; E.O.11735, 3 CFR 1971-1975 Comp., p. 793. Section 156.120(bb) and (ee) are also issued under 46 U.S.C. 3703.

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]

Subpart A_Oil and Hazardous Material Transfer Operations

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]

Subpart A_Oil and Hazardous Material Transfer Operations

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]

Subpart A_Oil and Hazardous Material Transfer Operations

Sec. 156.**110** Exemptions.

(a) The Assistant Commandant for Marine Safety, Security 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, Security 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; USCG-2002-12471, 67 FR 41333, June 18, 2002]

Subpart A_Oil and Hazardous Material Transfer Operations

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 U.S. Coast Guard, Office of Compliance (G-MOC), 2100 Second Street, SW, Washington, DC 20593-0001 and at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal--register/code--of--federal-- regulations/ibr--locations.html. All approved material 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; 69 FR 18803, Apr. 9, 2004]

Subpart A_Oil and Hazardous Material Transfer Operations

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]

Subpart A_Oil and Hazardous Material Transfer Operations

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]

Subpart A_Oil and Hazardous Material Transfer Operations

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]

Subpart A_Oil and Hazardous Material Transfer Operations

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]

Subpart A_Oil and Hazardous Material Transfer Operations

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 Sec. Sec. 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 Sec. Sec. 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 Sec. Sec. 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 Sec. Sec. 154.560 and 155.785 of this chapter are operable for the transfer operation;

(r) The emergency means of shutdown required by Sec. Sec. 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 Sec. Sec. 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.

(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.

(ee) Each tank level or pressure monitoring device required under 33 CFR 155.490 must be activated and monitored whenever the tank is not actively being subjected to cargo operations.

(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; USCG-2001-9046, 67 FR 58524, Sept. 17, 2002]

Subpart A--Oil and Hazardous Material Transfer Operations

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]

Subpart A_Oil and Hazardous Material Transfer Operations

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]

Subpart A_Oil and Hazardous Material Transfer Operations

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 Sec. Sec. 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]

Subpart A--Oil and Hazardous Material Transfer Operations

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]

Subpart A_Oil and Hazardous Material Transfer Operations

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 1\1/2\ 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]

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

Sec. 156.**200** Applicability.

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

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]

Subpart B_Special Requirements for Lightering of Oil and Hazardous Material Cargoes

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]

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

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;

(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; and

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 Sec.Sec. 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 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; USCG-2002-12471, 67 FR 41333, June 18, 2002]

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

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]

Subpart B_Special Requirements for Lightering of Oil and Hazardous Material Cargoes

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.

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

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.

Subpart B_Special Requirements for Lightering of Oil and Hazardous Material Cargoes

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.

Other Remarks:

REPORT OF OPERATIONS—PIPELINE, DIPPER OR BUCKET DREDGES

REPORTS CONTROL SYMBOL ENGCW-0-13

THRU:	TO:	FROM:	REPORT NO.

CHARACTER OF REPORT ☐ MAINTENANCE ☐ NEW WORK ☐ DAILY ☐ STATUS ☐ COMPLETION ☐ ANNUAL — DATE OR PERIOD

DREDGE

NAME AND TYPE	SIZE →	PIPELINE in. dia. disch.	DIPPER OR BUCKET cu. yds. cap.

HORSEPOWER OF →	DREDGE PUMP	SUCTION PIPE JET	CUTTER OR BUCKET	PROPULSION

NUMBER OF CREW MEMBERS →	DREDGE	SHORE	OTHER PLANT	TOTAL	WORK SCHEDULE →	SHIFTS PER DAY	DAYS PER WEEK

PROJECT AND BAR

NAME	AUTH DIMENSIONS →	WIDTH	DEPTH	OVERDEPTH

LOCATION *(include station numbers)*

CHARACTER OF MATERIAL

ABSOLUTE DENSITY GMS/liter	IN PLACE DENSITY GMS/liter	VOIDS RATIO

GRAIN SIZE D_{10} MM D_{50} MM D_{90} MM — GEOLOGICAL CLASSIFICATION

CONTRACT OR DREDGING ORDER NUMBER — ☐ CONTRACTOR ☐ HIRED LABOR — TOTAL NO. OF DAYS ON WHICH WORK WAS DONE

CHANNEL CONDITION

AVERAGE DEPTH →	BEFORE DREDGING	AFTER DREDGING	MINIMUM SOUNDING →	BEFORE DREDGING	AFTER DREDGING

RIVER STAGE

MINIMUM	TIME	MAXIMUM	TIME	GAGE LOCATION

WEATHER CONDITION *(clear, cloudy, rain, snow, and fog)* — VISIBILITY *miles* — WIND *(maximum velocity & direction)*

WORK PERFORMED

ITEM	UNIT	QUANTITY
AVERAGE WIDTH OF CUT	FEET	
TOTAL ADVANCE THIS PERIOD	FEET	
TOTAL ADV. PREVIOUS TO THIS PERIOD	FEET	
TOTAL ADVANCE TO DATE	FEET	
FLOATING PIPE: SHORE PIPE:		
TOTAL LENGTH OF DISCHARGE PIPE	FEET	
AVERAGE LIFT	FEET	
AVERAGE PUMP SPEED	R.P.M.	
AVG. DREDGED PER PUMP. HR, GROSS	CU.YDS.	
SCOWS LOADED	NUMBER	
AVERAGE LOAD PER SCOW	CU.YDS.	

CUBIC YARDS REMOVED

AMOUNT DREDGED THIS PERIOD:
(1) GROSS *(computed amount)*
(2) CREDITED *(pay place)*

AMOUNT PREVIOUSLY REPORTED:
(1) GROSS *(computed amount)*
(2) CREDITED *(pay place)*

TOTAL AMOUNT DREDGED TO DATE:
(1) GROSS *(computed amount)*
(2) CREDITED *(pay place)*

ATTENDANT PLANT

ITEM	NAME OR NUMBER	HOURS

NUMBER OF INSPECTIONS	BY DISTRICT PERSONNEL	BY DIV & OCE PERSONNEL

CONTRACT USE ONLY HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? ☐ NO ☐ YES *(If "YES", explain under remarks on back)*

DISTRIBUTION OF TIME

EFFECTIVE WORKING TIME *(chargeable to cost of work)*		HOURS	MIN.
PUMPING OR DREDGING			
PCT. OF EFFECTIVE RENTAL TIME	%		
BOOSTER *(in line)*	Hrs. Min.		
NON-EFFECTIVE WORKING TIME *(chargeable to cost of work)*			
HANDLING PIPE LINES			
HANDLING ANCHOR LINES			
CLEARING PUMP AND PIPE LINE			
CLEARING CUTTER OR SUCTION HEAD			
WAITING FOR SCOWS			
TO AND FROM WHARF OR ANCHORAGE			
CHANGING LOCATION OF PLANT ON JOB			
LOSS DUE TO OPPOSING NATURAL ELEMENTS			
LOSS DUE TO PASSING VESSELS			
SHORE LINE AND SHORE WORK			
WAITING FOR BOOSTER			
MINOR OPER. REPAIRS *(explain in remarks)*			
WAITING FOR ATTENDANT PLANT			
PREPARATION AND MAKING UP TOW			
TRANSFERRING PLANT BETWEEN WORKS			
LAY TIME OFF SHIFT AND SATURDAYS			
SUNDAYS AND HOLIDAYS			
FIRE DRILL			
MISCELLANEOUS *(explain in remarks)*			
TOTAL NON-EFFECTIVE WORKING TIME			
PCT. OF NON-EFFECTIVE RENTAL TIME	%		
TOTAL EFFECTIVE AND NON-EFFECTIVE TIME *(chargeable to cost of work)*			
PCT. OF TOTAL TIME IN PERIOD	%		
LOST TIME *(not chargeable to cost of work)*			
MAJOR REPAIRS AND ALTERATIONS			
CESSATION			
COLLISIONS			
MISCELLANEOUS *(explain in remarks)*			
TOTAL LOST TIME			
PERCENTAGE OF TOTAL TIME	%		
TOTAL TIME IN PERIOD			

ENG FORM 4267 JAN 70 — REPLACES ENG FORM 28 *(Costs)*, 1 MAR 53, AND ENG FORM 29 *(Costs)*, 1 JAN 62, WHICH ARE OBSOLETE. *(ER1125-2-304)* — *(Signature and Remarks required on reverse side.)*

SUMMARY OF COSTS

ITEMS	COST
DIRECT PLANT OPERATING COSTS	
UNIFORM DAILY RATE BASIS *(To be completed when submitting Status and Completion reports.)*	
CHARGES: _____ DAYS AT $ _____ PER DAY *(Item 19, ENG Form 22 (Costs)— adjusted to exclude plant increment cost.)*	
►OR◄	
ACTUAL PLANT COSTS *(To be completed when submitting Annual report.)*	
PAYROLLS *(gross)* $	
SUBSISTENCE & QUARTERS OR PER DIEM & MILEAGE $	
FUEL _____ BARRELS AT $ _____ PER BARREL $	
WATER $	
LUBRICANTS $	
PLANT OWNERSHIP COSTS *(as computed below)* $	
INSURANCE $	
ATTENDANT PLANT $	
MISCELLANEOUS $	
SUBTOTAL—UNIFORM DAILY RATE OR ACTUAL COSTS	$
SUBTOTAL—PLANT UNIT COST $ PER CUBIC YARD.	
SHORE WORK	
SUBTOTAL—SHORE WORK COSTS	$
SUBTOTAL—SHORE WORK UNIT COSTS $ PER CUBIC YARD.	
OTHER COSTS	
SURVEYS $	
INSPECTION AND SUPERVISION $	
OVERHEAD $	
OTHER INDIRECT COSTS $	
SUBTOTAL—OTHER COSTS	$
SUBTOTAL—OTHER UNIT COST $ PER CUBIC YARD.	
GRAND TOTAL—ALL COSTS	$
GRAND TOTAL—ALL UNIT COSTS $ PER CUBIC YARD.	

OPERATING SUPPLIES

COMMODITIES	CONSUMED		INVENTORY	
	UNIT	QUANTITY	QUANTITY	VALUE
FUEL *(oil)*	BBLS			
LUBRICANT *(oil)*	GAL			
LUBRICANT *(grease)*	LBS			
WATER	GAL			
SUBSISTENCE SUPPLIES				
MISCELLANEOUS SUPPLIES				
TOTAL				$

ANNUAL REPORT DATA

(complete when submitting Annual report)

COST PER RENTAL MINUTE *(Based on total operating cost)*	$ per min.
TOTAL COST OF PLANT *(End of F.Y. reporting period)*	$
BOOK VALUE *(End of F.Y. reporting period)*	$
BALANCE IN PLANT ACCOUNT *(End of F.Y. reporting period)*	$
PLANT OWNERSHIP COSTS *(Actual for F.Y. reporting period):*	
DEPRECIATION	$
REPAIRS *(Adjusted)*	$
CESSATION OF WORK	$
SMALL TOOLS, ETC.	$
TOTAL	$

REMARKS

SUBMITTED BY *(Name, title, and signature)*	RECOMMENDED BY *(Name, title, and signature)*	APPROVED BY *(Name, title, and signature)*

☆U.S. G.P.O. 1980-620-649/512

TRANSPORTATION AND PLACEMENT LOG
CONTRACT NUMBER
PROJECT NAME

DATE: _____

LOAD NUMBER: _____

INSPECTOR: _____

WEATHER CONDITIONS: _____ **WIND SPEED**: _____**VISIBILITY**: _____

TUG NAME: _____ **SCOW NAME**: _____

DESCRIPTION OF MATERIAL: _____

	Date	Time
LOADING STARTED:	_____	_____
LOADING COMPLETED:	_____	_____
SCOW DEPARTED DREDGING SITE:	_____	_____
SCOW ARRIVED DEWATERING SITE:	_____	_____
SCOW DEPARTED DEWATERING SITE:	_____	_____
SCOW ARRIVED PROCESSING SITE:	_____	_____
SCOW DEPARTED PROCESSING SITE:	_____	_____

COMMENTS: _____
_____
_____
_____
_____

_____
Inspector Signature/date

DAILY SITE SAFETY & HEALTH INSPECTION LOG

Project:

Date: _____

Dredges, Scows, and other Work Areas Checked:

_____
_____
_____
_____
_____

Names of All Employees in the Work area

_____ _____
_____ _____
_____ _____
_____ _____

Personal Protective Equipment and Work Equipment in Use

_____
_____
_____
_____
_____

Special Safety and Health Issues & Notes

_____
_____
_____
_____
_____
_____

_____ _____
Name of Safety Personnel Signature of Safety Personnel

DAILY WHALE REPORTING LOG

PROJECT: MAINTENANCE DREDGING, _____

1. DATE: _____

2. WHALE SIGHTED: YES_____ NO_____

3. TYPE OF WHALE: _____

4. TIME: _____

5. NUMBER OF WHALES SIGHTED:

   ADULT_____ JUVENILE_____

6. NUMBER OF WHALES INJURED:

   ADULT_____ JUVENILE_____ WORK-RELATED: YES____ NO____

7. NUMBER OF WHALES KILLED:

   ADULT_____ JUVENILE_____ WORK-RELATED: YES____ NO____

8. LOCATION: _____

9. REMARKS: _____

10. SIGNATURE: _____

11. TITLE: _____

TURTLE OBSERVATION REPORTING LOG

PROJECT: MAINTENANCE DREDGING, _____

LOAD NUMBER: _____ DATE _____ TIME _____

LOCATION IN CHANNEL: LATITUDE _____ LONGITUDE _____

WEATHER CONDITIONS _____

_____

_____

PORT BASKET CONTENTS

_____

_____

_____

_____

_____

_____

TURTLE OR TURTLE PARTS PRESENT: YES _____ NO _____

COMMENTS AND OTHER OBSERVATIONS

_____

_____

_____

_____

_____

BRIDGE WATCH: TIME _____ LOCATION _____

NUMBER OF TURTLES SIGHTED _____

_____

OBSERVER'S NAME

Sea Turtle Handling and Resuscitation

It is unlikely that sea turtles will survive entrainment in a hopper dredge, as the turtles found in the dragheads are usually dead, dying, or dismantled. However, the procedures for handling live sea turtles follow in case the unlikely event should occur.

Please photograph all turtles (alive or dead) and turtle parts found during dredging activities and complete the Incident Report of Sea Turtle Take.

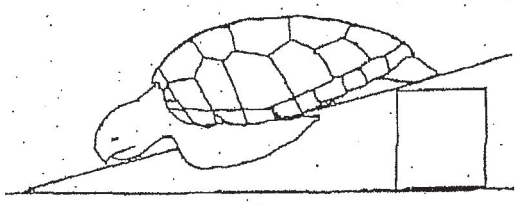
Live sea turtles

When a sea turtle is found in the dredge gear, observe it for activity and potential injuries.

- **If the turtle is actively moving**, it should be retained onboard until evaluated for injuries by a permitted rehabilitation facility. Due to the potential for internal injuries associated with hopper entrainment, it is necessary to transport the live turtle to the nearest rehabilitation facility as soon as possible, following these steps:
  1) Contact the nearest rehabilitation facility to inform them of the incident.
  2) Keep the turtle shaded and moist (e.g., with a water-soaked towel over the eyes, carapace, and flippers).
  3) Contact the crew boat to pick up the turtle as soon as possible from the dredge (within 12 to 24 hours maximum). The crew boat should be aware of the potential for such an incident to occur and should develop an appropriate protocol for transporting live sea turtles.
  4) Transport the live turtle to the closest permitted rehabilitation facility able to handle such a case.

  Do not assume that an inactive turtle is dead. The onset of rigor mortis and/or rotting flesh are often the only definite indications that a turtle is dead. Releasing a comatose turtle into any amount of water will drown it, and a turtle may recover once its lungs have had a chance to drain.

- **If a turtle appears to be comatose** (unconscious), contact the designated stranding/rehabilitation personnel immediately. Once the rehabilitation personnel has been informed of the incident, attempts should be made to revive the turtle at once. Sea turtles have been known to revive up to 24 hours after resuscitation procedures have been followed. The resuscitation regulations can be found at 50 CFR 223.206(d)(1).
  - Place the animal on its bottom shell (plastron) so that the turtle is right side up and elevate the hindquarters at least 6 inches for a period of 4 up to 24 hours. The degree of elevation depends on the size of the turtle; greater elevations are required for larger turtles.
  - Periodically, rock the turtle gently left to right and right to left by holding the outer edge of the shell (carapace) and lifting one side about 3 inches then alternate to the other side.
  - Periodically, gently conduct one of the above reflex tests to see if there is a response.
  - Keep the turtle in a safe, contained place, shaded, and moist (e.g., with a water-soaked towel over the eyes, carapace, and flippers) and observe it for up to 24 hours.
  - If the turtle begins actively moving, retain the turtle until the appropriate rehabilitation personnel can evaluate the animal. The rehabilitation facility should eventually release the animal in a manner that minimizes the chances of re-impingement and potential harm to the animal (i.e., from cold stunning).
  - Turtles that fail to move within several hours (up to 24) must be handled in the manner described in Appendix B-II-E, or transported to a suitable facility for necropsy (if the condition of the sea turtle allows and the rehabilitation facility wants to necropsy the animal).



Stranding/rehabilitation contacts

- In New York, the stranding network contact is Kim Durham, Riverhead Foundation for Marine Research, 431 East Main Street, Riverhead, NY (631-369-9829), and New Jersey contacts include Bob Schoelkopf at the Marine Mammal Stranding Center, P.O. Box 773, Brigantine, NJ (609-266-0538).
- Dana Hartely, (NOAA Fisheries Stranding Network Coordinator: (508) 495-2090) should also be contacted immediately for any marine mammal injuries or mortalities.

ENDANGERED SPECIES OBSERVER FORM

Daily Report

Date: _____
Geographic Site: _____
Location: Lat/Long _____ Vessel Name _____

Weather conditions: _____
_____

Water temperature: Surface _____ Below midwater (if known) _____

Condition of screening apparatus: _____
_____
_____

Incidents involving endangered or threatened species? (Circle) Yes No
(*If yes, fill out Incident Report of Sea Turtle/Shortnose Sturgeon Mortality*)

Comments (type of material, biological specimens, unusual circumstances, etc:) _____
_____
_____
_____
_____
_____

Observer's Name: _____
Observer's Signature: _____

BRIDGE WATCH SUMMARY

Species	# of Sightings	# of Animals	Comments

Incident Report of Sea Turtle Take

Species _____ Date _____ Time (specimen found) _____

Geographic Site _____
Location: Lat/Long _____
Vessel Name _____ Load # _____
Begin load time _____ End load time _____
Begin dump time _____ End dump time _____

Sampling method _____
Condition of screening _____ Location where specimen recovered _____
_____

Draghead deflector used? YES / NO Rigid deflector draghead? YES / NO
Condition of deflector _____

Weather conditions _____
_____

Water temp: Surface _____ Below midwater (if known) _____

Species Information: *(please designate cm/m or inches.)*

Head width _____ Plastron length _____
Straight carapace length (or total length) _____
Straight carapace width _____
Curved carapace length _____
Curved carapace width _____

Condition of specimen/description of animal (please complete attached diagram) _____
_____
_____

Turtle Decomposed: NO SLIGHTLY MODERATELY SEVERELY

Turtle tagged: YES / NO *Please record all tag numbers.* Tag # _____

Photograph attached: YES / NO
(please label *species, date, geographic site* and *vessel name* on back of photograph)

Comments/other (include justification on how species was identified)
_____
_____
_____
_____

Observer's Name _____
Observer's Signature _____

Incident Report of Sea Turtle Take

Draw wounds, abnormalities, tag locations on diagram and briefly describe below.

Description of animal:

Print Form | Save As

U.S. Army Corps of Engineers (USACE)

ACCIDENT PREVENTION PLAN (APP) WORKSHEET

For use of this form, see EM 385-1-1; the proponent agency is CESO.

This form serves as a guide. It does not replace or eliminate the need to comply with the requirements set forth in Engineering Manual 385-1-1, Safety and Occupational Health Requirements Manual. The references included in this form correspond to the applicable chapters of EM 385-1-1. No work will begin onsite until the accident prevention plan (APP) is developed according to the EM 385-1-1, reviewed to ensure minimum requirements are met, and approved by the appropriate personnel identified in "Part 1 -Signatures"

PART 1 - SIGNATURES

Plan Preparer - For example: Qualified Person (QP), Competent Person (CP), or project Quality Control (QC).

1. Name:	2. Title:
3. Email Address:	4. Phone Number:
5. Signature	

Plan Approver - Corporate Safety Official

1. Name:	2. Title:
3. Email Address:	4. Phone Number:
5. Signature	

Plan Concurrence - For example: Industrial hygienist, Project Manager, Superintendent, Site Safety & Health Officer, Quality Control, etc.

1. Name:	2. Title:
3. Email Address:	4. Phone Number:
5. Signature:	

PART 2: PROJECT INFORMATION

1. Project Name:	
2. Project Address (attach map in Appendix 1):	
3. Estimated Project Start Date:	4. Estimated Project Completion Date:
5. Project Description / Description of work to be performed:	

Print Form | Save As

PART 3: PRIME CONTRACTOR INFORMATION
1. Prime Contractor Name:
2. Contract Number:
3. Project Manager Name:
4. Quality Control (QC) Manager Name:
5. Contractor Corporate Safety Official Name:
6. Primary Site Safety & Health Officer (SSHO) Name:
7. Alternate Site Safety & Health Officer (SSHO) Name(s):

PART 4: SOH COMMITMENT AND POLICY
1. Provide a statement of safety and health policy detailing commitment to providing a safe and healthful workplace for all employees on this project.
2. Provide a statement outlining the Contractor's safety program goals and objectives.
3. Identify policies and procedure regarding non-compliance with safety requirements.
4. Provide written procedures for holding managers and supervisors accountable for safety.

5. Prime contractor is responsible for the implementation and enforcement of the SOH program for contractor employees, subcontractors, suppliers, and visitors at the site of work?	☐ Yes	☐ No
6. Prime contractor will require subcontractors, suppliers, and visitors to comply with the APP and EM 385-1-1?	☐ Yes	☐ No
7. No work will be performed unless a designated SSHO is present on the site of work.	☐ Yes	☐ No
8. A list of all known subcontractor(s) and supplier(s) are listed in Appendix 2.	☐ Yes	☐ No
9. If all subcontractor(s) and supplier(s) are not known at the time of initial APP submittal, Appendix 2 will be updated and resubmitted to the KO/COR for acceptance prior to the start of any work activities.	☐ Yes	☐ No
10. All subcontractors will have a copy of the APP, applicable AHAs and will be required to comply with them.	☐ Yes	☐ No
11. Subcontractors and suppliers at the site of work will abide by the EM 385-1-1, this APP, and all AHAs.	☐ Yes	☐ No
12. This APP and AHAs will be available to all workers at the site of work.	☐ Yes	☐ No

Print Form | Save As

PART 5: TRAINING

1. All employees will be trained according to applicable EM 385-1-1, federal, state, and local requirements prior to the commencement of work.	☐ Yes	☐ No

2. The following personnel are identified and designated as personnel responsible for SOH on this project. Add the following documentation to Appendix 3 of this worksheet: 1) SSHO designation letter (ENG Form 6282), 2) instructor signed OSHA 30-hour card (or course completion certificate if within 90 days of having completed the OSHA 30-hour training), and 3) proof of 24 hours of competency of SOH training within the last 3 years for the personnel identified below. (EM 385-1-1, Chapter 2, 2-3 Personnel Qualification/Training):
(Check and list names of personnel being designated)

☐ Primary SSHO Name:

☐ Alternate SSHO Name(s):

3. QP(s) and CP(s) required by EM 385-1-1 (for example, excavation, confined space, scaffolding, fall protection, etc.) for this project will be included in Appendix 3. Include 1) List of names or designation letters and 2) proof of qualification/competency.

PART 6: SOH INSPECTIONS

1. All applicable inspections required by EM 385-1-1, contract, federal, state, and local requirements will be completed.	☐ Yes	☐ No

2. The following personnel are assigned to conduct inspections, the type of inspection and frequency for the worksite. At minimum the SSHO must conduct daily site inspections.

Who will conduct inspection?	Frequency?	What type of inspection?
+		
-		

3. Employees that conduct inspections will have technical proficiency needed to perform inspections. Proof of inspector's training/qualification is included in Appendix 3.	☐ Yes	☐ No
4. Deficiencies will be documented and tracked as required by this EM 385-1-1?	☐ Yes	☐ No

6. Will any external inspections be required (for example, USCG, OSHA, etc.)? ☐ Yes ☐ No
If yes, describe:

PART 7: ACCIDENT REPORTING AND INVESTIGATION

1. Exposure data (man-hours worked) will be reported to KO/COR as required by the contract?	☐ Yes	☐ No
2. All accidents will be reported as soon as possible according to EM 385-1-1?	☐ Yes	☐ No
3. All accidents occurring incidentally to an operation, project, or facility for which the EM 385-1-1 is applicable will be thoroughly investigated and analyzed. Corrective actions to prevent reoccurrence will be implemented as soon as reasonably possible. The KO/COR will be notified when corrective actions are completed.	☐ Yes	☐ No
4. Accident notification will be provided to the KO/COR as stated below:	☐ Yes	☐ No

ACCIDENT TYPE	KO/COR NOTIFICATION TIME
Fatality, permanent and partial disability, or property damage over $600,000	Immediately, no later than (NLT) 8 hours
All other accidents and near misses	Immediately, NLT 24 hours

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PART 8: SOH OVERSIGHT		
1. A risk management process that meets or exceeds the requirement of the EM 385-1-1 will be implemented on this project site?	☐ Yes	☐ No
2. Hazardous conditions and unsafe acts will be immediately corrected?	☐ Yes	☐ No
3. APP and AHAs will be prepared by a QP or CP according to the EM 385-1-1 prior to the start of any work activities on the site of work (as much as the information can be known at that point in time).	☐ Yes	☐ No
4. The plans and AHAs will be updated throughout the life of the project to include changes in personnel, equipment, conditions, etc. Additional revisions must be incorporated as necessary to reflect changing site conditions, construction methods, personnel roles and responsibilities and construction schedules.	☐ Yes	☐ No
5. No activity/work will be started at the site of work until the APP is reviewed and submitted to the KO/COR for acceptance, with the site-specific plans and procedures required by the EM 385-1-1 to complete the project?	☐ Yes	☐ No
6. APP and AHAs will be provided to and reviewed by all workers involved in the activity prior to work?	☐ Yes	☐ No
7. Workers will sign AHA(s) to concur with identified job steps and controls needed to mitigate hazards?	☐ Yes	☐ No
PART 9: SEVERE WEATHER PLAN		
1. The SSHO or designated onsite personnel is responsible for checking the weather conditions at a minimum of twice a day?	☐ Yes	☐ No
2. What severe weather forecast will require the SSHO to monitor weather conditions continuously? Describe.		
3. What are the training requirements for severe weather precautions and actions?		
4. Identify area of retreat or other actions to be taken such as evacuation, shelter in place, etc.		
5. Identify procedures to stop outdoor activities if extreme weather conditions to include thunderstorms are in the area.		

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PART 10: ACTIVITY HAZARD ANALYSIS (RISK MANAGEMENT)

1. Major phases of work anticipated:

2. Definable Features of Work (DFOW)

Note. An activity-specific AHA will be submitted to the KO/COR for each DFOW prior to any work being performed.

3. List equipment to be used:

4. Anticipated High-Risk Activities: (See examples below, check all that apply):

- ☐ Electrical and/or Hazardous Energy
- ☐ Working at Heights
- ☐ Scaffolding
- ☐ Diving
- ☐ Load Handling Equipment
- ☐ Occupational Exposure
- ☐ Confined Space
- ☐ Excavations & Trenching
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

5. Detailed project-specific hazards and controls will be provided utilizing AHAs for each activity/DFOW.	☐ Yes	☐ No
6. No work will begin on an activity/DFOW until the initial AHA addressing the project-specific hazards has been developed, reviewed, and accepted by the KO/COR. (See EM 385-1-1 Chapter 2 section 2-6).	☐ Yes	☐ No
7. AHAs are living documents and are intended to be created, utilized in the field, and updated (by the workers) as necessary.	☐ Yes	☐ No
8. Workers/crews will have accepted AHA(s) that reflects current site conditions, personnel, equipment, control measures, etc. while the work is being performed?	☐ Yes	☐ No
9. AHA will be used by the contractor personnel to assure work is being performed consistent with the AHA?	☐ Yes	☐ No
10. Once the activity has been completed, the AHA will be available and kept onsite for the length of the contract.	☐ Yes	☐ No
11. AHAs for unknown work activities will be submitted to the KO/COR prior to work and attached to Appendix 4 of this document.	☐ Yes	☐ No

12. Who has the authority to accept residual risk on AHA(s)? (List below)

Category of Risk	Approval Authority (Name and Title)
Extremely High Risk	
High Risk	
Medium Risk	
Low Risk	

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PART 11: REQUIRED PROJECT SITE-SPECIFIC PLANS AND PROCEDURES

1. Based on a risk assessment of contracted activities and on mandatory OSHA compliance programs, the contractor will ensure that all applicable SOH risks and associated compliance plans are in place.	☐ Yes	☐ No
2. Include all project-specific compliance plans, as applicable to the work being performed, and as identified below. The plans will incorporate project-wide procedures to control hazards to which the employees of all project employers may be exposed.	☐ Yes	☐ No
3. These plans and procedures will be coordinated with all project employers and be included in project-specific emergency response and evacuation procedures.	☐ Yes	☐ No

4. Address each of the plans in the outline below in the order that they are listed.
Option 1: If a plan is applicable, develop and attach it to Appendix 5. Submit to the KO/COR with this worksheet for acceptance prior to work.
Option 2: If a plan is applicable, but all of the minimum required information for the plan is not yet known, provide justification next to each plan title, and provide an expected date the plan will be created, reviewed, and attached to Appendix 5. Submit to the KO/COR with this worksheet for acceptance prior to work.
Option 3: If a plan is not applicable because of the nature of the work to be performed, provide justification next to each plan title.

Minimum plans required by EM 385-1-1	Reference EM 385-1-1 paragraph:	Select Option	Justification for Option 2 and Option 3
Exposure Control Plan	3-7.a		
AED Program	3-7.b		
Construction Site Plan	4-7.a		
Access/Haul Road Plan	4-7.b		
Hearing Conservation Program	5-7.a		
Respiratory Protection Program	5-7.b		
Hazard Communication (HazCom) Program	6-7.a		
Process Safety Management (PSM) Program	6-7.b		
Lead Compliance Plan	6-7.c		
Asbestos Management Plan	6-7.d		
Ionizing Radiation Safety Plan	6-7.e		
Radiofrequency Plan	6-7.e		
Abrasive Blasting Plan	6-7.g		
Thermal Stress Management Plan	6-7.h		
Mold Remediation Plan	6-7.i		
Silica Compliance Plan	6-7.j		
Fatigue Management Plan	6-7.k		
Night Operations Lighting Plan	7-7		
Traffic Control Plan	8-7		
Fire Prevention Plan	9-7.a		
Wildland Fire Management Plan	9-7.b		
Housekeeping Plan	10-7		
Electrical Safety Plan	11-7		
Assured Equipment Grounding Conductor Program	11-7.b		
Energy Control Plan	12-7.a		
Hazard Isolation Procedures	12-7.b		

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Demolition Plan	17-7		
Emergency Plan for Marine Activities	19-7.a		
Severe Weather Plan for Marine Activities	19-7.b		
Float Plans	19-7.c		
Tow Plans	19-7.d		
Fall Protection and Prevention Plan	21-7.a		
Rescue Plan	21-7.b		
Scaffold Work Plan	21-7.b		
Rope Access Work Plan	23-7		
Excavation and Trenching Plan	25-7		
Fire Prevention and Protection Plan	26-7 a & f		
Compressed Air Work Plan	26-7 a & b		
Contingency Response Plan	26-7 a & c		
Emergency Rescue Plans and Equipment	26-7 a & d		
Ventilation and Dust Control Plan	26-7 a & e		
Formwork and Shoring Plan	27-7.a		
Masonry Bracing Plan	27-7.b		
Steel Erection Plan	28-7.a		
Site Layout Plan	28-7.b		
Explosive Site Safety Plan	29-7.a		
Master Blasting Plan	29-7.b		
Vibrations Monitoring Plan	29-7.c		
Dive Operations Plan	30-7.a & d		
Emergency Management Plan	30-7.a & e		
Safe Practices Manual	30-7.b		
Snorkeling Plan	30-7.f		
Tree Maintenance and Removal Plan	31-7		
Construction Safety and Phasing Plan	32-7.a		
Safety Plan Compliance Document	32-7.b		
Aviation Pre-Accident Plan	33-7		
Standard Lift Plan	34-7.b		
Confined Space Plan	34-7.b & c		
Standard Lift Plan - Floating Plan	34-7.c		
Critical Lift Plan	34-7.d		
Pile Driving	34-7.e		
Housekeeping Plan	35-7.a		
Extermination Plan	35-7.b		
Site Safety and Health Plan	36-7.a		
Comprehensive Work Plan	36-7.b		
Emergency Response Plan	36-7.c		

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PART 12: PROJECT SITE COORDINATION

1. Provide procedures for coordinating SOH activities with other employers on the site of work:

PART 13: REQUIRED APPENDICES

Indicate if each of the following items are, or are not, attached to this plan.

Appendix 1. Project Map	☐ Yes	☐ No
Appendix 2. Subcontractor/Suppliers	☐ Yes	☐ No
Appendix 3. Personal Qualifications and Designations	☐ Yes	☐ No
Appendix 4. Activity Hazard Analysis	☐ Yes	☐ No
Appendix 5. Site-specific plans and procedures	☐ Yes	☐ No
Appendix 6. Any additional plans, procedures, etc. can be added to this appendix and will be coordinated with the KO/COR.	☐ Yes	☐ No

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION Fire Island Inlet and Shores Westerly to Jones Inlet, New York Beach Erosion Control and Navigation Project - Fire Island Inlet and Gilgo Beach

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAG # RAPH	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		00 33 00	SD-01 Preconstruction Submittals															
			Order of work															
			Accident prevention plan		G													
			Construction Site Plan; G															
			Quality control plan		G													
			Letter appointing superintendent															
			List of subcontractors															
			Environmental protection plan		G													
			Progress schedule		G													
			Submittal register	1.9														
			List of proposed products		G													
			Work plan															
		01 11 00	SD-01 Preconstruction Submittals															
			Work Plan;G															
			Order of Work															
			Submittal Register															
			Progress Schedule;G															
			List of Subcontractors															
			Accident Hazard Analysis; G															
			Accident Prevention Plan; G															
			Construction Site Plan; G															
			Quality Control Plan;G															
			Environmental Protection Plan; G															
			List of Proposed Products; G															
			Notice to Mariners;G															
			Letter Appointing Superintendent															

EXAMPLE ONLY

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION Fire Island Inlet and Shores Westerly to Jones Inlet, New York Beach Erosion Control and Navigation Project - Fire Island Inlet and Gilgo Beach

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAG # RAPH	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 30 00	SD-01 Preconstruction Submittals															
			Project Schedule		G													
			SD-03 Product Data															
			Monthly Progress Report	1.4														
			Project Schedule Status Report	1.4														
		01 33 00	SD-01 Preconstruction Submittals															
			Submittal Register															
		01 35 26	SD-01 Preconstruction Submittals															
			Accident Prevention Plan (APP)	1.7	G RO													
			Activity Hazard Analysis (AHA);															
			G, RO															
			Critical Lift Plan	1.7.2.3	G RO													
			Proof of qualifications for Crane															
			Operators; G, RO															
			SD-06 Test Reports															
			Monthly Exposure Reports	1.4														
			Notifications and Reports	1.13														
			Accident Reports	1.13.2	G RO													
			LHE Inspection Reports	1.13.3														
			SD-07 Certificates															
			Contractor Safety Self-Evaluation															
			Checklist															
			Crane Operators/Riggers	1.6.1.5														
			Standard Lift Plan	1.7.2.2	G RO													
			Critical Lift Plan	1.7.2.3	G RO													
			Naval Architecture Analysis	1.7.2.3	G RO													

EXAMPLE ONLY

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION Fire Island Inlet and Shores Westerly to Jones Inlet, New York Beach Erosion Control and Navigation Project - Fire Island Inlet and Gilgo Beach

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 35 26	Activity Hazard Analysis (AHA)	1.9														
			Confined Space Entry Permit	1.10.1														
			Hot Work Permit	1.10.1														
			Certificate of Compliance	1.13.4														
			Third Party Certification of															
			Barge-Mounted Mobile Cranes															
			License Certificates	1.15														
			Radiography Operation Planning	1.15.1	G	RO												
			Work Sheet															
			Machinery & Mechanized															
			Equipment Certification Form															
		01 45 00.00 20	SD-01 Preconstruction Submittals															
			Construction Quality Control (QC)	1.6.1	G													
			Plan															
		01 57 20.00 10	SD-01 Preconstruction Submittals															
			Environmental Protection Plan	1.7	G													
		35 20 23	SD-02 Shop Drawings															
			Submerged Pipeline	3.2.6.4														
			Soundings or Sweepings	3.3.1														

EXAMPLE ONLY

Attachment K: FIIJI26 XYZ Data

District: CENAN
Name: FIRE ISLAND INLET
Survey ID: NY_22_FII_20260304_OT_5624_60
Survey Date: 3/4/2026

Direct Link to Plans and Specification Survey XYZ data:

https://ehydroprod.blob.core.usgovcloudapi.net/ehydro-surveys/CENAN/CENAN_DIS_NY_22_FII_20260304_OT_5624_60.ZIP

For additional survey data sets:

https://navigation.usace.army.mil/

https://www.arcgis.com/apps/dashboards/4b8f2ba307684cf597617bf1b6d2f85d

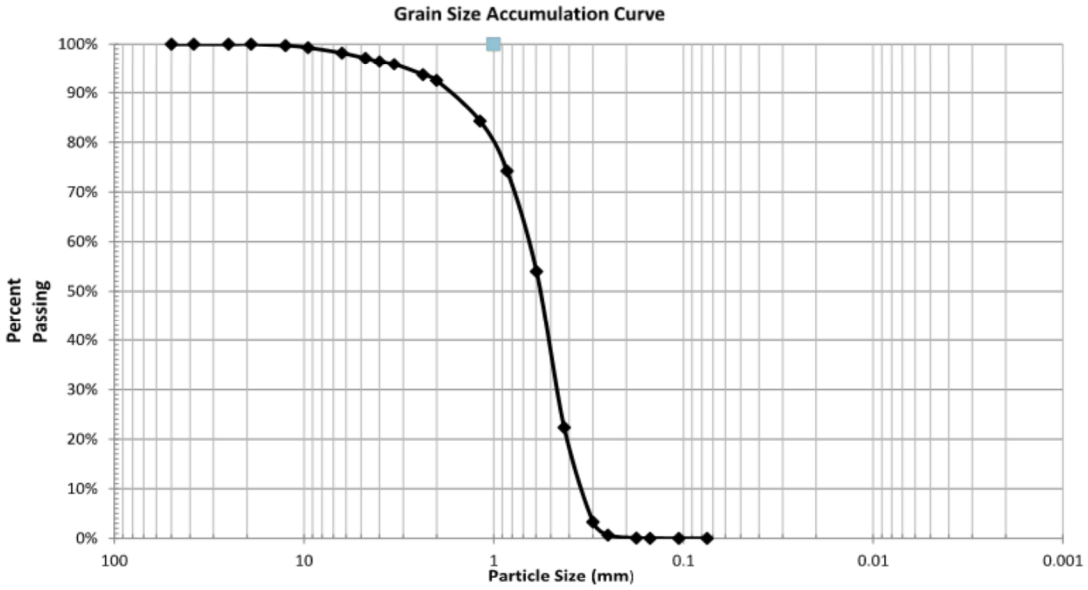
TWIN PEAKS
DELIVERING EXCELLENCE IN QUALITY SINCE 1992
37-39 30th St. Long Island City, NY 11101 T: (718)-482-1911 F: (718)-482-7767

L-S9-1
Rev: 01/2025

CLIENT NAME:	Norfolk Dredging Company	**DATE ANALYZED:**	3/18/2025
PROJECT NAME:	W912DS-24-C0014 Fire Island and Shores	**TPI PROJECT NO.:**	2400370
PROJECT ADDRESS:	Fire Island Inlet	**CCTL NO. :**	8730
MATERIAL DESCRIPTION:	Channel 1	**DATE RECEIVED:**	1/30/2025
		TECHNICIAN:	P. Jover

PARTICLE SIZE ANALYSIS OF SOILS BY WENTWORTH SCALE

The material from the above project, labeled as indicated in the sample ID section above, was analyzed with the following results.



TWIN PEAKS
DELIVERING EXCELLENCE IN QUALITY SINCE 1992
37-39 30th St. Long Island City, NY 11101 T: (718)-482-1911 F: (718)-482-7767

CLIENT NAME:	Norfolk Dredging Company	**DATE ANALYZED:**	3/18/2025
PROJECT NAME:	W912DS-24-C0014 Fire Island and Shores	**TPI PROJECT NO.:**	2400370
PROJECT ADDRESS:	Fire Island Inlet	**CCTL NO. :**	8730
MATERIAL DESCRIPTION:	Channel 1	**DATE RECEIVED:**	1/30/2025
		TECHNICIAN:	P. Jover

PARTICLE SIZE ANALYSIS OF SOILS BY WENTWORTH SCALE

The material from the above project, labeled as indicated in the sample ID section above, was analyzed with the following results.

SIEVE ANALYSIS

Sieve Size	Percent Passing	Percent Retained	Wenthworth Classification
2 IN (50 mm)	100.0%	0.0%	Very Large Pebble
1 1/2 IN (38.1 mm)	100.0%	0.0%	
1 IN (25 mm)	100.0%	0.0%	Large Pebble
3/4 IN (19 mm)	100.0%	0.0%	
1/2 IN (12.5 mm)	99.7%	0.3%	Meddium Pebble
3/8 IN (9.5 mm)	99.3%	0.7%	
1/4 IN (6.3 mm)	98.2%	1.8%	Small Pebble
No. 4 (4.75 mm)	97.1%	2.9%	
No. 5 (4.0 mm)	96.4%	3.6%	Granule
No. 6 (3.35 mm)	95.8%	4.2%	
No. 8 (2.36 mm)	93.7%	6.3%	
No. 10 (2.0 mm)	92.5%	7.5%	Very coarse sand
No 16 (1.19 mm)	84.3%	15.7%	
No. 20 (0.84 mm)	74.3%	25.7%	Coarse sand
No. 30 (0.59 mm)	54.0%	46.0%	
NO. 40 (0.42mm)	22.3%	77.7%	Medium sand
NO. 50 (0.30 mm)	3.3%	96.7%	
No. 60 (0.25mm)	0.7%	99.3%	Fine sand
NO. 80 (0.18 mm)	0.1%	99.9%	
NO. 100 (0.15 mm)	0.0%	100.0%	
NO. 140 (0.11 mm)	0.0%	100.0%	Very fine sand
NO. 200 (0.76 mm)	0.0%	100.0%	

Remarks: Material was sampled and delivered by the client
Moisture content of sample upon receipt is 17.5%, as determined by test method ASTM D2216

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3/18/2025
Date

New York City Qualification No. 3

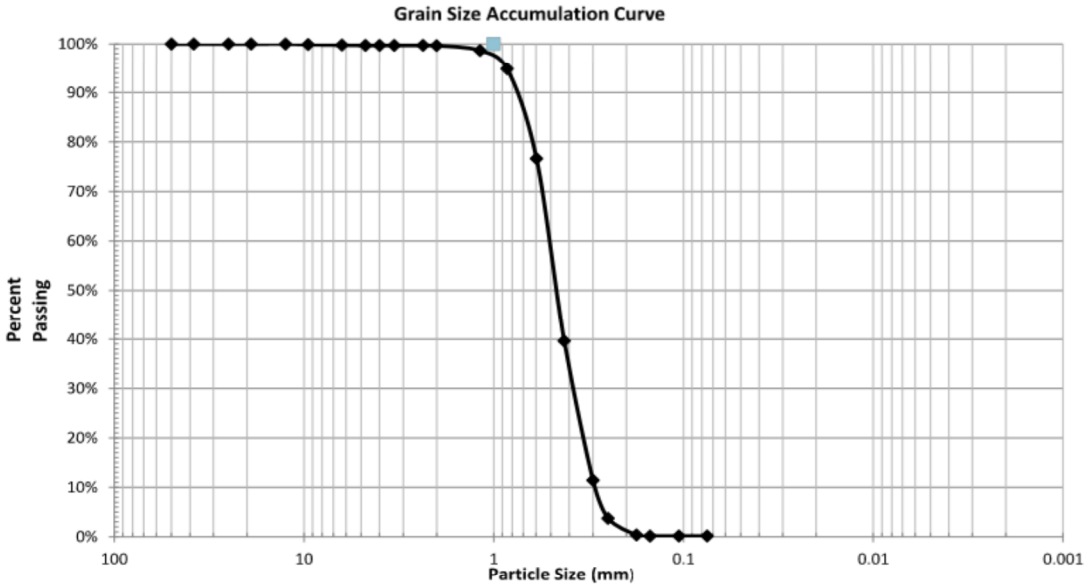
TWIN PEAKS
DELIVERING EXCELLENCE IN QUALITY SINCE 1992
37-39 30th St. Long Island City, NY 11101 T: (718)-482-1911 F: (718)-482-7767

L-S9-1
Rev: 01/2025

CLIENT NAME:	Norfolk Dredging Company	**DATE ANALYZED:**	3/18/2025
PROJECT NAME:	W912DS-24-C0014 Fire Island and Shores	**TPI PROJECT NO.:**	2400370
PROJECT ADDRESS:	Fire Island Inlet	**CCTL NO. :**	8730
MATERIAL DESCRIPTION:	Channel 2	**DATE RECEIVED:**	1/30/2025
		TECHNICIAN:	P. Jover

PARTICLE SIZE ANALYSIS OF SOILS BY WENTWORTH SCALE

The material from the above project, labeled as indicated in the sample ID section above, was analyzed with the following results.



TWIN PEAKS
DELIVERING EXCELLENCE IN QUALITY SINCE 1992
37-39 30th St. Long Island City, NY 11101 T: (718)-482-1911 F: (718)-482-7767

L-S9-1
Rev: 01/2025

CLIENT NAME:	Norfolk Dredging Company	**DATE ANALYZED:**	3/18/2025
PROJECT NAME:	W912DS-24-C0014 Fire Island and Shores	**TPI PROJECT NO.:**	2400370
PROJECT ADDRESS:	Fire Island Inlet	**CCTL NO. :**	8730
MATERIAL DESCRIPTION:	Channel 2	**DATE RECEIVED:**	1/30/2025
		TECHNICIAN:	P. Jover

PARTICLE SIZE ANALYSIS OF SOILS BY WENTWORTH SCALE

The material from the above project, labeled as indicated in the sample ID section above, was analyzed with the following results.

SIEVE ANALYSIS

Sieve Size	Percent Passing	Percent Retained	Wenthworth Classification
2 IN (50 mm)	100.0%	0.0%	Very Large Pebble
1 1/2 IN (38.1 mm)	100.0%	0.0%	
1 IN (25 mm)	100.0%	0.0%	Large Pebble
3/4 IN (19 mm)	100.0%	0.0%	
1/2 IN (12.5 mm)	100.0%	0.0%	Meddium Pebble
3/8 IN (9.5 mm)	99.9%	0.1%	
1/4 IN (6.3 mm)	99.8%	0.2%	Small Pebble
No. 4 (4.75 mm)	99.7%	0.3%	
No. 5 (4.0 mm)	99.7%	0.3%	Granule
No. 6 (3.35 mm)	99.7%	0.3%	
No. 8 (2.36 mm)	99.7%	0.3%	
No. 10 (2.0 mm)	99.7%	0.3%	Very coarse sand
No 16 (1.19 mm)	98.7%	1.3%	
No. 20 (0.84 mm)	94.9%	5.1%	Coarse sand
No. 30 (0.59 mm)	76.7%	23.3%	
NO. 40 (0.42mm)	39.7%	60.3%	Medium sand
NO. 50 (0.30 mm)	11.5%	88.5%	
No. 60 (0.25mm)	3.8%	96.2%	Fine sand
NO. 80 (0.18 mm)	0.4%	99.6%	
NO. 100 (0.15 mm)	0.2%	99.8%	
NO. 140 (0.11 mm)	0.2%	99.8%	Very fine sand
NO. 200 (0.76 mm)	0.2%	99.8%	

Remarks: Material was sampled and delivered by the client
Moisture content of sample upon receipt is 85.2%, as determined by test method ASTM D2216

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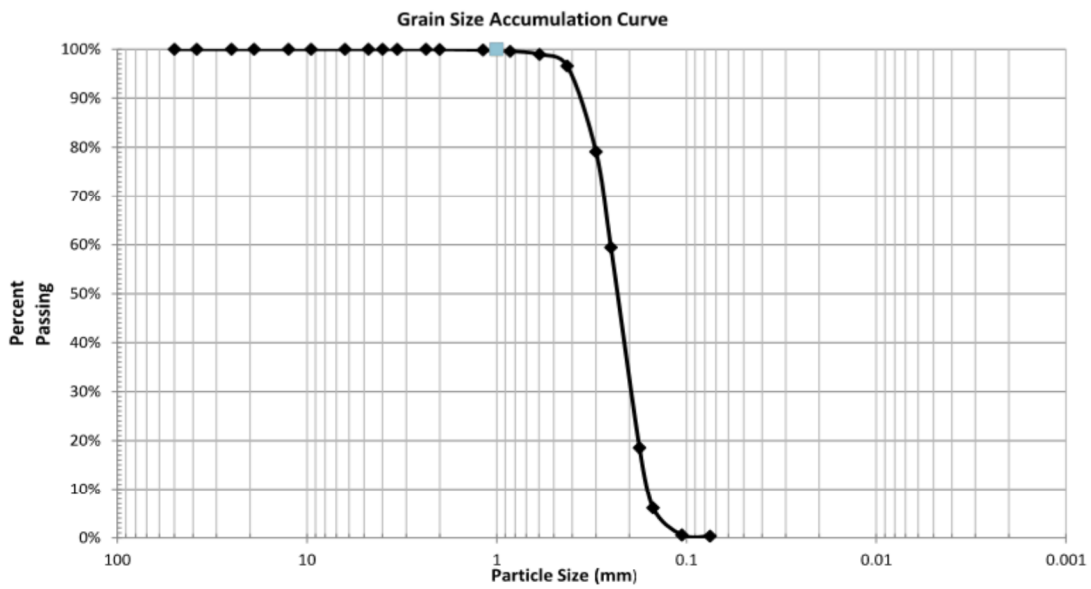
DELIVERING EXCELLENCE IN QUALITY SINCE 1992
37-39 30th St. Long Island City, NY 11101 T: (718)-482-1911 F: (718)-482-7767

CLIENT NAME:	Norfolk Dredging Company	**DATE ANALYZED:**	3/18/2025
PROJECT NAME:	W912DS-24-C0014 Fire Island and Shores	**TPI PROJECT NO.:**	2400370
PROJECT ADDRESS:	Fire Island Inlet	**CCTL NO. :**	8730
MATERIAL DESCRIPTION:	Channel 3	**DATE RECEIVED:**	1/30/2025
		TECHNICIAN:	P. Jover

PARTICLE SIZE ANALYSIS OF SOILS BY WENTWORTH SCALE

The material from the above project, labeled as indicated in the sample ID section above, was analyzed with the following results.



TWIN PEAKS
DELIVERING EXCELLENCE IN QUALITY SINCE 1992
37-39 30th St. Long Island City, NY 11101 T: (718)-482-1911 F: (718)-482-7767

L-S9-1
Rev: 01/2025

CLIENT NAME:	Norfolk Dredging Company	**DATE ANALYZED:**	3/18/2025
PROJECT NAME:	W912DS-24-C0014 Fire Island and Shores	**TPI PROJECT NO.:**	2400370
PROJECT ADDRESS:	Fire Island Inlet	**CCTL NO. :**	8730
MATERIAL DESCRIPTION:	Channel 3	**DATE RECEIVED:**	1/30/2025
		TECHNICIAN:	P. Jover

PARTICLE SIZE ANALYSIS OF SOILS BY WENTWORTH SCALE

The material from the above project, labeled as indicated in the sample ID section above, was analyzed with the following results.

SIEVE ANALYSIS

Sieve Size	Percent Passing	Percent Retained	Wenthworth Classification
2 IN (50 mm)	100.0%	0.0%	Very Large Pebble
1 1/2 IN (38.1 mm)	100.0%	0.0%	
1 IN (25 mm)	100.0%	0.0%	Large Pebble
3/4 IN (19 mm)	100.0%	0.0%	
1/2 IN (12.5 mm)	100.0%	0.0%	Meddium Pebble
3/8 IN (9.5 mm)	100.0%	0.0%	
1/4 IN (6.3 mm)	100.0%	0.0%	Small Pebble
No. 4 (4.75 mm)	100.0%	0.0%	
No. 5 (4.0 mm)	100.0%	0.0%	Granule
No. 6 (3.35 mm)	100.0%	0.0%	
No. 8 (2.36 mm)	100.0%	0.0%	
No. 10 (2.0 mm)	100.0%	0.0%	Very coarse sand
No 16 (1.19 mm)	99.9%	0.1%	
No. 20 (0.84 mm)	99.6%	0.4%	Coarse sand
No. 30 (0.59 mm)	99.0%	1.0%	
NO. 40 (0.42mm)	96.6%	3.4%	Medium sand
NO. 50 (0.30 mm)	79.1%	20.9%	
No. 60 (0.25mm)	59.4%	40.6%	Fine sand
NO. 80 (0.18 mm)	18.5%	81.5%	
NO. 100 (0.15 mm)	6.1%	93.9%	
NO. 140 (0.11 mm)	0.6%	99.4%	Very fine sand
NO. 200 (0.76 mm)	0.4%	99.6%	

Remarks: Material was sampled and delivered by the client
Moisture content of sample upon receipt is 26.2%, as determined by test method ASTM D2216

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3/18/2025
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New York City Qualification No. 3

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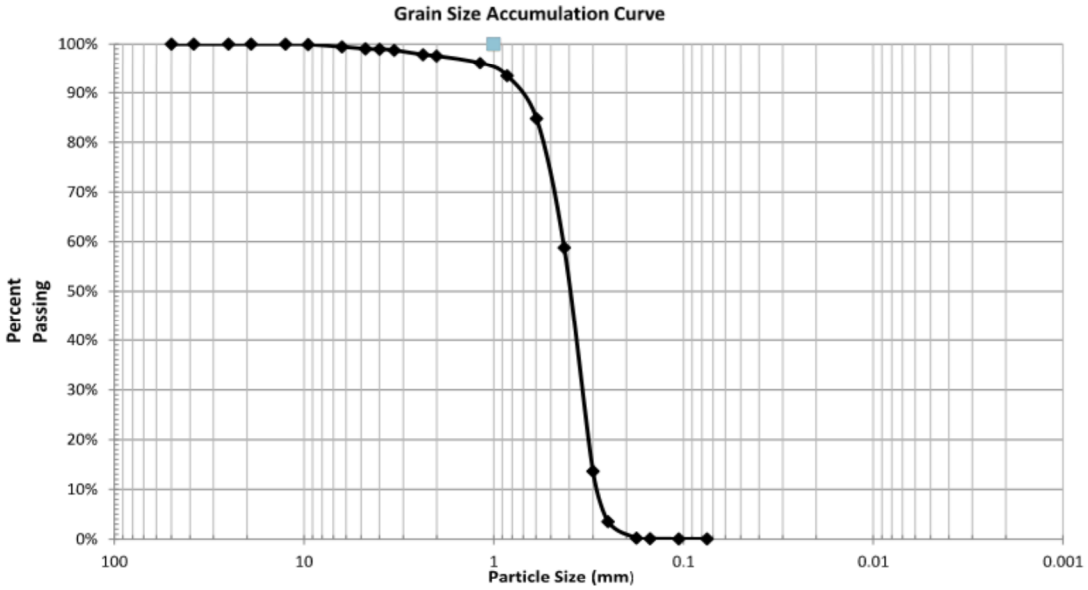
37-39 30th St. Long Island City, NY 11101 T: (718)-482-1911 F: (718)-482-7767

L-S9-1
Rev: 01/2025

CLIENT NAME:	Norfolk Dredging Company	**DATE ANALYZED:**	5/28/2025
PROJECT NAME:	W912DS-24-C0014 Fire Island and Shores	**TPI PROJECT NO.:**	2400370
PROJECT ADDRESS:	Fire Inland Inlet	**CCTL NO. :**	8746
MATERIAL DESCRIPTION:	Beach Sand (Eastern Deposition Basin)	**DATE RECEIVED:**	2/19/2025
		TECHNICIAN:	G. Delos Santos

PARTICLE SIZE ANALYSIS OF SOILS BY WENTWORTH SCALE

The material from the above project, labeled as indicated in the sample ID section above, was analyzed with the following results.



TWIN PEAKS
DELIVERING EXCELLENCE IN QUALITY SINCE 1992
37-39 30th St. Long Island City, NY 11101 T: (718)-482-1911 F: (718)-482-7767

L-S9-1
Rev: 01/2025

CLIENT NAME:	Norfolk Dredging Company	**DATE ANALYZED:**	5/28/2025
PROJECT NAME:	W912DS-24-C0014 Fire Island and Shores	**TPI PROJECT NO.:**	2400370
PROJECT ADDRESS:	Fire Inland Inlet	**CCTL NO. :**	8746
MATERIAL DESCRIPTION:	Beach Sand (Eastern Deposition Basin)	**DATE RECEIVED:**	2/19/2025
		TECHNICIAN:	G. Delos Santos

PARTICLE SIZE ANALYSIS OF SOILS BY WENTWORTH SCALE

The material from the above project, labeled as indicated in the sample ID section above, was analyzed with the following results.

SIEVE ANALYSIS

Sieve Size	Percent Passing	Percent Retained	Wenthworth Classification
2 IN (50 mm)	100.0%	0.0%	Very Large Pebble
1 1/2 IN (38.1 mm)	100.0%	0.0%	
1 IN (25 mm)	100.0%	0.0%	Large Pebble
3/4 IN (19 mm)	100.0%	0.0%	
1/2 IN (12.5 mm)	100.0%	0.0%	Meddium Pebble
3/8 IN (9.5 mm)	99.9%	0.1%	
1/4 IN (6.3 mm)	99.5%	0.5%	Small Pebble
No. 4 (4.75 mm)	99.0%	1.0%	
No. 5 (4.0 mm)	99.0%	1.0%	Granule
No. 6 (3.35 mm)	98.8%	1.2%	
No. 8 (2.36 mm)	97.9%	2.1%	
No. 10 (2.0 mm)	97.6%	2.4%	Very coarse sand
No 16 (1.19 mm)	96.1%	3.9%	
No. 20 (0.84 mm)	93.5%	6.5%	Coarse sand
No. 30 (0.59 mm)	84.8%	15.2%	
NO. 40 (0.42mm)	58.8%	41.2%	Medium sand
NO. 50 (0.30 mm)	13.6%	86.4%	
No. 60 (0.25mm)	3.6%	96.4%	Fine sand
NO. 80 (0.18 mm)	0.2%	99.8%	
NO. 100 (0.15 mm)	0.1%	99.9%	
NO. 140 (0.11 mm)	0.1%	99.9%	Very fine sand
NO. 200 (0.76 mm)	0.1%	99.9%	

Remarks: Material was sampled and delivered by the client
Moisture content of sample upon receipt is 22.1%, as determined by test method ASTM D2216

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5/28/2025
Date

New York City Qualification No. 3

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
HTTPS://DOS.NY.GOV

KATHY HOCHUL
GOVERNOR

WALTER T. MOSLEY
SECRETARY OF STATE

April 3, 2026

Richard Fallarme
USACE, New York District
26 Federal Plaza
New York, NY 10278
Richard.A.Fallarme@usace.army.mil

Re: **F-2026-0087 (DA)**
U.S. Army Corps of Engineers/New York District
Maintenance dredging of the **Fire Island Inlet Federal Navigation Channel** and deposition basin to a depth of 14' below MLLW plus 2 feet allowable over depth, removing approx. 3,000,000 cubic yards of shoaled sand. Material to be placed along the shoreline of feeder beach, Gilgo Beach, as beneficial beach erosion control and hurricane protection.
Town of Babylon, Suffolk County, Fire Island Inlet
Concurrence with Consistency Determination

Dear Richard Fallarme:

The Department of State received the US Army Corps of Engineers' Consistency Determination and supporting information for this proposed Federal Agency Activity (15 CFR 930 Subpart C) on February 4, 2026.

The Department of State has completed its review of the US Army Corps of Engineers' consistency determination regarding the consistency of the above proposed federal agency activity, with the New York State Coastal Management Program.

Based upon the information submitted, the Department of State concurs with the US Army Corps of Engineers' consistency determination regarding this matter.

When communicating with us regarding this matter, please contact Hannah Sweeney at (518) 474-2813 (e-mail: Hannah.Sweeney@dos.ny.gov) and refer to our file #F-2026-0087 (DA).

Sincerely,

Jennifer L. Street
Coastal Resources Specialist 4
Development Division Director
Office of Planning, Development and
Community Infrastructure

JLS/dn/hs

ecc: DEC Region 1 – Kevin Kispert (1-4799-00134/00001)

STATE OF NEW YORK
DEPARTMENT OF STATE

Federal Interagency Comment Form

Date: 1/12/2026

Project: US Army Corps of Engineers, Civil Works

Appl No.: Fire Island Inlet and Shores Westerly to Jones Inlet Beach Erosion Control and Navigation Project

Commenting Agency: NOAA/NMFS/GARFO/HCD

Action Agency Project Manager: Richard Fallarme

Waterway: Fire Island Inlet, Atlantic Ocean / Suffolk County, NY

Activity: Maintenance dredging via pipeline (cutterhead) dredge of Fire Island Inlet federal navigation channel and deposition basin to a depth of -14 MLLW plus 2 feet overdepth, with placement of 3,000,000 cubic yards of dredged sand along Gilgo Beach, Suffolk County, NY.

ESSENTIAL FISH HABITAT (EFH)
Project may adversely affect EFH.

ESSENTIAL FISH HABITAT CONSERVATION RECOMMENDATIONS: (Note: EFH CRs require a response from the federal action agency within 30 days of receipt or 10 days before a permit is issued if CRs are not included as a special condition of the permit. In addition, a distinct and further EFH consultation must be reinitiated pursuant to 50 CFR 600.920 (j) if new information becomes available, or if the project is revised in such a manner that affects the basis for the above EFH determination or EFH conservation recommendations.)

1. Stage project so that no dredging occurs in the inlet, including a 500 ft buffer inside and outside the inlet, between November 15 and January 15, to minimize impacts to ingressing winter flounder. Winter flounder, a federally managed species, move into estuaries in the mid-Atlantic during that time to spawn.
2. Continue to avoid beach placement between April 15 and July 15 to minimize impacts to horseshoe crab spawning.
3. Use BMPs to minimize the release of suspended sediments during beach nourishment activities, including placing the material on the beach above the spring high tide line and moving the material to the intertidal zone during low tide, where feasible.

FISH AND WILDLIFE COORDINATION ACT COMMENTS
See comments above.

ENDANGERED SPECIES
Threatened or endangered species under the jurisdiction of NMFS may be present in the project area. The federal action agency will be responsible for determining whether the proposed action may affect listed species. If they determine that the proposed action may affect a listed species, they should submit their determination of effects, along with justification and a request for concurrence to the attention of the Section 7 Coordinator, NMFS, Greater Atlantic Regional Fisheries Office, Protected Resources Division, 55 Great Republic Drive, Gloucester, MA 01930 or nmfs.gar.esa.section7@noaa.gov. If you have any questions regarding these comments, please contact Edith Carson-Supino (978-282-8490; Edith.Carson-supino@noaa.gov).

OTHER:
Provide a copy of the permit when issued.

Prepared by: Jessie Murray **Date:** 2/9/26

Version 12-2020

DEPARTMENT OF THE ARMY

U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK NEW YORK 10278-0090

REPLY TO
ATTENTION OF

To: U.S. Fish and Wildlife Service, New York Field Office
Email: steve_sinkevich@fws.gov and steve_papa@fws.gov
FAX: 607-753-9699
Request for review pursuant to:

☑ **Section 7(a) (2) of the Endangered Species Act of 1973 (ESA)**
☑ **Fish and Wildlife Coordination Act (FWCA)**

Date: 04 December 2025 **Permit Application Number:** n/a

Project Name: Main. Dredging of Fire Island Inlet to Jones Inlet **Location:** Lat. 40.63164 ° Long. -73.31363 °

County: Suffolk, NY **Corps Contact**: Richard Fallarme **Phone:** 917-359-2408

Date USFWS response due*: March 2025 **Email:** richard.a.fallarme@usace.army.mil

☐ **LOP/IP** ☐ **NWP/RGP**

*(for LOPs or IPs – length of LOC/PN comment period, for NWP/RGP – 10 business days). Pursuant to 50 CFR 402.13, the Corps shall not issue a permit prior to USFWS concurrence, unless No Effect determination.

Listed/proposed/candidate species and/or designated critical habitat with potential to occur in proposed project area:

☐ Bog turtle (T)	☑ Piping plover (T)	☐ Northern long-eared bat (T)
☐ Dwarf wedgemussel (E)	☑ Roseate tern (E)	☑ Red Knot (T)
☐ Indiana bat (E)	☐ Sandplain gerardia (E)	
☐ Karner blue butterfly (E)	☑ Seabeach amaranth (T)	
☐ Northern wild monkshood (T)**	☐ Small whorled pogonia (T)**	

** No consultation required for plant species in counties where plants have only historically been present

The U.S. Army Corps of Engineers has determined that the proposed project:

☐ will result in no effect to _____

☑ may affect Piping Plover, Roseate Tern, Rufa Red Knot ,Seabeach Amaranth (see Encl)

☐ may affect, but is not likely to adversely affect _____

☐ may affect and is likely to adversely affect _____

See attached documents which include a project description (including any conservation measures that are part of the proposal), permit conditions, permit application details, and rationale for the above-listed determination(s).

The U.S. Army Corps of Engineers' requests:

☑ USFWS concurrence with our determinations ☐ Additional assistance to make our determination

The U.S. Fish and Wildlife Service: ☐ Requests additional time for review

☐ Acknowledges no effect determination, no further ESA consultation/coordination is required***
☑ Concurs with your determination, no further ESA consultation/coordination is required***
☐ Has no objection pursuant to FWCA ☐ Is taking no action pursuant to FWCA
☐ Will provide FWCA comments separately ☐ Requests additional information ☐ See attached recommendations

USFWS Contact(s): Steve Papa Supervisor signature: IAN DREW Digitally signed by IAN DREW Date: 2026.03.17 14:02:40 -04'00'

Date: 03/17/2026 Date: 03/17/2026

***Should project plans change, or if additional information on listed or proposed species or critical habitat becomes available, this determination may be reconsidered. The most recent compilation of federally-listed and proposed endangered and threatened species in New York is available for your information. Until the proposed project is complete, we recommend that you check our website regularly, or at least every 90 days from the date of this letter to ensure that listed species presence/absence information for the proposed project is current.

April 2020 FILLABLE Version

NOAA FISHERIES
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
Greater Atlantic Region

US Army Corps of Engineers ®

GARFO ESA Section 7: NLAA Program Verification Form

(Please submit a signed version of this form, together with any project plans, maps, supporting analyses, etc., to nmfs.gar.esa.section7@noaa.gov with "**USACE NLAA Program: [Application Number]**" in the subject line)

Section 1: General Project Details

Application Number:	N/A
Reinitiation:	No
Applicant(s):	U.S. Army Corps of Engineers
Permit Type:	Civil Works/Federal Navigation
Anticipated project start date (e.g., 10/1/2020)	10/01/2026
Anticipated project end date (e.g., 12/31/2022 – if there is no permit expiration date, write "N/A")	3/31/2031

Project Type/Category (check all that apply to entire action):

☐	Aquaculture (shellfish) and artificial reef creation	☐	Mitigation (fish/wildlife enhancement or restoration)
☑	Dredging and disposal/beach nourishment	☐	Bank stabilization
☐	Piers, ramps, floats, and other structures	☐	If other, describe project type category:

Town/City:	Town of Babylon	Zip:	11702
State:	NY	Water body:	Fire Island Inlet

Project/Action Description **and** Purpose (*include relevant permit conditions that are not captured elsewhere on form*):		
The existing multipurpose project, which provides for combined beach erosion control and navigation improvements is comprised of a navigation channel, a deposition basin, dikes, a jetty extension and periodic transfer of littoral drift to the feeder beach. The Fire Island Inlet channel dimensions are 450 feet in width, 14 feet in depth and approximately 1.8 miles in length; the deposition basin is immediately adjacent to the authorized channel. The proposed activity is to dredge the critical shoal area located in the channel and deposition ·basin. The U.S. Army Corps of Engineers, New York District (the Corps) proposes to perform maintenance dredging of Fire Island Inlet, Federal Navigation Channel and deposition basins with placement of the dredged sand at the designated feeder beach (Gilgo), west of the inlet. The channel was last dredged by the USACE in 2024, when the removal of approximately 1,509,714 cubic yards (CY) of sand was used in a beneficial manner as re-nourishment along the eroded shoreline of the Gilgo Beach,		
Type of Bottom Habitat Modified:	Permanent/Temporary:	Area (acres):
Sand (saline)	Temporary	200.18
Select Type of Bottom Habitat	Select Permanent or Temporary	
Select Type of Bottom Habitat	Select Permanent or Temporary	
Project Latitude (e.g., 42.625884)	40.616886	
Project Longitude (e.g., -70.646114)	-73.317110	
Mean Low Water (MLW)(m)	0.04	
Mean High Water (MHW)(m)	0.62	

Width (m) of water body in action area:	Stressor Category (stressor that extends furthest distance into water body – e.g., turbidity plume; sound pressure wave):	Max extent (m) of stressor into the water body:
640.00	Turbidity Plume (Cutterhead Dredge)	500.00

Section 2: ESA-listed species and/or critical habitat in the action area:

☑	Atlantic sturgeon (all DPSs)	☑	Kemp's ridley sea turtle
☐	Atlantic sturgeon critical habitat Indicate which DPS : Select DPS	☑	Loggerhead sea turtle (NW Atlantic DPS)
☐	Shortnose sturgeon	☑	Leatherback sea turtle
☐	Atlantic salmon (GOM DPS)	☑	North Atlantic right whale
☐	Atlantic salmon critical habitat (GOM DPS)	☐	North Atlantic right whale critical habitat
☑	Green sea turtle (N. Atlantic DPS)	☑	Fin whale

* Please consult GARFO PRD's ESA Section 7 Mapper for ESA-listed species and critical habitat information for your action area at: https://www.fisheries.noaa.gov/new-england-mid-atlantic/consultations/section-7-species-critical-habitat-information-maps-greater.

Section 3: NLAA Determination (check all applicable fields):
If the Project Design Criteria (PDC) is met, select Yes. If the PDC is not applicable (N/A) for your project (e.g., the stressor category is not included for your project activity, or for PDC 2, your project does not occur within the range of the GOM DPS of Atlantic salmon), select N/A. If the PDC is applicable, but is not met, leave both boxes blank and provide a justification for that PDC in Section 4.

a) GENERAL PDC			
Yes	N/A	PDC #	PDC Description
☑		1.	No portion of the proposed action will individually or cumulatively have an adverse effect on ESA-listed species or designated critical habitat.
☐	☑	2.	No portion of the proposed action will occur in the tidally influenced portion of rivers/streams where Atlantic salmon presence is possible from April 10–November 7. **Note**: If the project will occur within the geographic range of the GOM DPS Atlantic salmon but their presence is not expected following the best available commercial scientific data, the work window does not need to be applied (include reference in project description).
☐	☑	3.	No portion of the proposed action that may affect shortnose or Atlantic sturgeon will occur in areas identified as spawning grounds as follows: i. Gulf of Maine: April 1–Aug. 31 ii. Southern New England/New York Bight: Mar. 15–Aug. 31 iii. Chesapeake Bay: March 15–July 1 and Sept. 15–Nov. 1 **Note**: If river specific information exists that provides better or more refined time of year information, those dates may be substituted with NMFS approval (include reference in project description).
☐	☑	4.	No portion of the proposed action that may affect shortnose or Atlantic sturgeon will occur in areas identified as overwintering grounds, where dense aggregations are known to occur, as follows: i. Gulf of Maine: Oct. 15–April 30 ii. Southern New England/ New York Bight: Nov. 1–Mar. 15 iii. Chesapeake Bay: Nov. 1–Mar. 15 **Note**: If river specific information exists that provides better or more refined time of year information, those dates may be substituted with NMFS approval (include reference in project description).
☐	☑	5.	Within designated Atlantic salmon critical habitat, no portion of the proposed action will affect spawning and rearing areas (PBFs 1-7).
☐	☑	6.	Within designated Atlantic sturgeon critical habitat, no work will affect hard bottom substrate (e.g., rock, cobble, gravel, limestone, boulder, etc.) in low salinity waters (i.e., 0.0-0.5 parts per thousand) (PBF 1).

Yes	N/A	PDC #	PDC Description
☑		7.	Work will result in no or only temporary/short-term changes in water temperature, water flow, salinity, or dissolved oxygen levels.
☐		8.	If ESA-listed species are (a) likely to pass through the action area at the time of year when project activities occur; and/or (b) the project will create an obstruction to passage when in-water work is completed, then a zone of passage (~50% of water body) with appropriate habitat for ESA-listed species (e.g., depth, water velocity, etc.) must be maintained (i.e., physical or biological stressors such as turbidity and sound pressure must not create barrier to passage).
☐	☑	9.	Any work in designated North Atlantic right whale critical habitat must have no effect on the physical and biological features (PBFs).
☑		10.	The project will not adversely impact any submerged aquatic vegetation (SAV).
☑		11.	No blasting or use of explosives will occur.

b) The following stressors are applicable to the action (check all that apply – use Stressor Category Table for guidance):	
☐	Sound Pressure
☑	Impingement/Entrapment/Capture
☑	Turbidity/Water Quality
☐	Entanglement (Aquaculture)
☑	Habitat Modification
☑	Vessel Traffic

	Stressor Category					
Activity Category	Sound Pressure	Impingement/ Entrapment/ Capture	Turbidity/ Water Quality	Entanglement	Habitat Mod.	Vessel Traffic
Aquaculture (shellfish) and artificial reef creation	N	N	Y	Y	Y	Y
Dredging and disposal/beach nourishment	N	Y	Y	N	Y	Y

	Stressor Category					
Activity Category	Sound Pressure	Impingement/ Entrapment/ Capture	Turbidity/ Water Quality	Entanglement	Habitat Mod.	Vessel Traffic
Piers, ramps, floats, and other structures	Y	N	Y	N	Y	Y
Transportation and development (e.g., culvert construction, bridge repair)	Y	N	Y	N	Y	Y
Mitigation (fish/wildlife enhancement or restoration)	N	N	Y	N	Y	Y
Bank stabilization and dam maintenance	Y	N	Y	N	Y	Y

c) SOUND PRESSURE PDC

Information for Pile Driving:
If your project includes **pile driving of any kind**, please attach your calculation to this verification form to verify that it fits within the scope of the behavioral/injury threshold analysis for ESA-listed species in the action area. The NMFS Office of Protected Resources Acoustic Calculator is available as one source, should you not have other information:

https://www.fisheries.noaa.gov/new-england-mid-atlantic/consultations/section-7-effects-analysis-acoustics-greater-atlantic-region

	Pile material	Pile diameter/width (inches)	Number of piles	Installation method
a)	Select pile material			Select installation method
b)	Select pile material			Select installation method
c)	Select pile material			Select installation method
d)	Select pile material			Select installation method

Yes	N/A	PDC #	PDC Description
☐	☑	12.	If pile driving is occurring during a time of year when ESA-listed species may be present, and the anticipated noise is above the behavioral noise threshold, a "soft start" is required to allow animals an opportunity to leave the project vicinity before sound pressure levels increase. *In addition to using a soft start at the beginning of the work day for pile driving, one must also be used at any time following cessation of pile driving for a period of 30 minutes or longer.* <u>For impact pile driving</u>: pile driving will commence with an initial set of three strikes by the hammer at 40% energy, followed by a one minute wait period, then two subsequent 3-strike sets at 40% energy, with one-minute waiting periods, before initiating continuous impact driving. <u>For vibratory pile installation</u>: pile driving will be initiated for 15 seconds at reduced energy followed by a one-minute waiting period. This sequence of 15 seconds of reduced energy driving, one-minute waiting period will be repeated two additional times, followed immediately by pile-driving at full rate and energy.
☐	☑	13.	Any new pile supported structure must involve the installation of ≤ 50 piles (below MHW).
☐	☑	14.	All underwater noise (pressure) is below (<) the physiological/injury noise threshold for ESA-species in the action area.

d) IMPINGEMENT/ENTRAINMENT/CAPTURE PDC

Information for Dredging/Disposal:			
Type of dredge:	Hydraulic/Cutterhead		
Maintenance dredging?:	Yes	If "Yes", how many acres?	200.18
If maintenance, when was the last dredge cycle?	2024		
New dredging:	No	If "Yes", how many acres?	
Estimated number of dredging events covered by permit:	1		
ESA-species exclusion measures required (e.g., cofferdam, turbidity curtain):	No		
If no exclusion measures required, explain why:	Not operationally feasible		
Information for Intake Structures:			
Mesh screen size (mm) for temporary intake:			

Yes	N/A	PDC #	PDC Description
☑	☐	15.	Only mechanical, cutterhead, and low volume hopper (e.g., CURRITUCK, ~300 cubic yard maximum bin capacity) dredges may be used.
☑	☐	16.	No new dredging in Atlantic sturgeon or Atlantic salmon critical habitat (maintenance dredging still must meet all other PDCs). New dredging outside Atlantic sturgeon or salmon critical habitat is limited to one time dredge events (e.g., burying a utility line) and minor (≤ 2 acres) expansions of areas already subject to maintenance dredging (e.g., marina/harbor expansion).
☑	☐	17.	Work behind cofferdams, turbidity curtains, or other methods to block access of animals to dredge footprint is required when operationally feasible or beneficial and ESA-listed species are likely to be present (if presence is limited to rare, transient individuals, exclusion methods are not necessary).
☐	☑	18.	Temporary intakes related to construction must be equipped with appropriate sized mesh screening (as determined by GARFO section 7 biologist and/or according to Chapter 11 of the NOAA Fisheries Anadromous Salmonid Passage Facility Design) and must not have greater than 0.5 fps intake velocities, to prevent impingement or entrainment of any ESA-listed species life stage.
☑	☐	19.	No new permanent intake structures related to cooling water, or any other inflow at facilities (e.g. water treatment plants, power plants, etc.).

e) TURBIDITY/WATER QUALITY PDC

Information for Turbidity Producing Activity (excluding disposal):	
ESA-species turbidity control measures required (e.g., turbidity curtain):	No
If no turbidity control measures required, explain why:	Not operationally feasible
Information for Dredged Material Disposal:	
Disposal site:	Beach nourishment
Estimated number of trips to disposal site:	0
Relevant disposal site permit/special conditions required (NAE: for offshore disposal, include Group A, B, C, or relevant Long Island Sound consultation):	Fire Island Inlet was last dredged with beach placement at Gilgo Beach in 2024 (FIMP) under the New York State Department of Environmental Conservation (NYSDEC) Water Quality Certification (WQC) Permit No. 1-4799-00134/00001.

Yes	N/A	PDC #	PDC Description
☑	☐	20.	Work behind cofferdams, turbidity curtains, or other methods to control turbidity is required when operationally feasible or beneficial and ESA-listed species are likely to be present (if presence is limited to rare, transient individuals, turbidity control methods are not necessary).
☐	☑	21.	In-water offshore disposal may only occur at designated disposal sites that have been the subject of ESA section 7 consultation with NMFS, where a valid consultation is in place and appropriate permit/special conditions are included.

Yes	N/A	PDC #	PDC Description
☐	☑	22.	Any temporary discharges must meet state water quality standards (e.g., no discharges of substances in concentrations that may cause acute or chronic adverse reactions, as defined by EPA water quality standards criteria).
☐	☑	23.	Only repair, upgrades, relocations and improvements of existing discharge pipes or replacement in-kind are allowed; no new construction of untreated discharges.
	f) ENTANGLEMENT PDC		

Information for Aquaculture Projects:

Approximate distance from shore (MHW)(m):	
Grow season begins (approximate):	
Grow season ends (approximate):	
Total number of vertical lines:	
Total number of horizontal lines:	
Is any gear seasonally removed from the water? If yes, which parts and when?	

	Aquaculture Gear	Acreage (total permit footprint)	Type of Shellfish Cultivated
a)	Select aquaculture gear		Select type of shellfish cultivated
b)	Select aquaculture gear		Select type of shellfish cultivated
c)	Select aquaculture gear		Select type of shellfish cultivated

Yes	N/A	PDC #	PDC Description
☐	☑	24.	Shell on bottom <50 acres with maximum of 4 corner marker buoys;
☐	☑	25.	Cage on bottom with no loose floating lines <5 acres and minimal vertical lines (1 per string of cages, 4 corner marker buoys);
☐	☑	26.	Floating cages in <3 acres in waters and shallower than -10 feet MLLW with no loose lines and minimal vertical lines (1 per string of cages, 4 corner marker buoys);
☐	☑	27.	Floating upweller docks in >10 feet MLLW.
☐	☑	28.	Any in-water lines, ropes, or chains must be made of materials and installed in a manner to minimize or avoid the risk of entanglement by using thick, heavy, and taut lines that do not loop or entangle. Lines can be enclosed in a rigid sleeve.
	g) HABITAT MODIFICATION PDC		

Yes	N/A	PDC #	PDC Description
☐	☑	29.	No conversion of habitat type (soft bottom to hard, or vice versa) for aquaculture or reef creation.

	h) VESSEL TRAFFIC PDC	
Information for Vessel Traffic:		
	Temporary Project Vessel Type	Number of Vessels
a)	Dredge vessel	1
b)	Crew support vessel	1
c)	Tug	3
	Type of Non-Commercial or Aquaculture Vessels Added – *only include if there is a net increase directly/indirectly resulting from project*)	Number of Vessels (*if sum > 2, PDC 33 is not met and justification required in Section 4*)
a)	Select type of non-commercial or aquaculture vessels	
b)	Select type of non-commercial or aquaculture vessels	
	Type of Commercial Vessels Added (*only include if there is a net increase directly/indirectly resulting from project*)	Number of Vessels (*if > 0, PDC 33 is not met and justification required in Section 4*)
a)		
b)		
If no temporary/permanent vessel traffic, briefly explain (e.g., all land-based work, no net increase in vessel traffic)	There will be no net increase in vessel traffic as a result of the project.	

Yes	N/A	PDC #	PDC Description
☑	☐	30.	Maintain project vessels operating within the action area to speed limits below 10 knots and dredge vessel speeds of 4 knots maximum, while dredging.
☑	☐	31.	Maintain a 1,500-foot buffer between project vessels and ESA-listed whales and a 150-foot buffer between project vessels and sea turtles unless the vessel is navigating to an in-water disposal site/activity. If the vessel is navigating to an in-water disposal site/activity, refer to and include the conditions contained in the appropriate GARFO-USACE/EPA consultation for the disposal site.
☑	☐	32.	The number of project vessels must be limited to the greatest extent possible, as appropriate to size and scale of project.
☑	☐	33.	The permanent net increase in vessels resulting from a project (e.g., dock/float/pier/boating facility) must not exceed two non-commercial vessels. A project must not result in the permanent net increase of any commercial vessels (e.g., a ferry terminal).

Section 4: Justification for Review under the NLAA Program

If the action is not in compliance with all of the General PDC and appropriate stressor PDC, but you can provide justification and/or special conditions to demonstrate why the project still meets the NLAA determination and is consistent with the aggregate effects considered in the programmatic consultation, you may still certify your project through the NLAA program using

this verification form. Please identify which PDC your project does not meet (e.g., PDC 9, PDC 15, PDC 22, etc.) and provide your rationale and justification for why the project is still eligible for the verification form.

To demonstrate that the project is still NLAA, you must explain why the effects on ESA-listed species or critical habitat are **insignificant** (i.e., too small to be meaningfully measured or detected) or **discountable** (i.e., extremely unlikely to occur). **Please use this language in your justification.**

PDC#	Justification
8	PDC #8 was not met because the extent of the stressor exceeded more than 50% of the width of the waterway. Turbidity levels associated with cutterhead dredges typically range from 11.5 to 282.0 mg/L, with the highest levels of 550.0mg/L detected adjacent to the cutterhead and concentrations decreasing with greater distance from the dredge (Nightingale and Simenstad 2001; ACOE 2005, 2010, 2015b). Elevated suspended solids levels are expected to be present within 1,000 feet of the location of the cutterhead. (ACOE 1983). Studies of the effects of turbid water on fish suggest that concentrations of suspended sediment can reach thousands of milligrams per liter before an acute toxic reaction is expected (Burton 1993).The TSS levels expected for cutterhead dredging (up to 550 mg/L) are below those shown to have adverse effect on fish ((typically up to 1,000.0 mg/L; see summary of scientific literature in Burton 1993; Wilber and Clarke 2001).
PDC #	
PDC #	

PDC #	

Section 5: USACE Verification of Determination

☐	In accordance with the NLAA Program, USACE has determined that the action complies with all applicable PDC and is not likely to adversely affect listed species.
☑	In accordance with the NLAA Program, the USACE has determined that the action is not likely to adversely affect listed species per the justification and/or special conditions provided in Section 4.

USACE Signature:	Date:
OSEBACK.MICHAEL.J.1384788943 Digitally signed by OSEBACK.MICHAEL.J.1384788943 Date: 2026.01.29 15:04:18 -05'00'	01/29/2026

Section 6: GARFO Concurrence

☐	In accordance with the NLAA Program, GARFO PRD concurs with USACE's determination that the action complies with all applicable PDC and is not likely to adversely affect listed species or critical habitat.
☑	In accordance with the NLAA Program, GARFO PRD concurs with USACE's determination that the action is not likely to adversely affect listed species or critical habitat per the justification and/or special conditions provided in Section 4.
☐	GARFO PRD does not concur with USACE's determination that the action complies with the applicable PDC (with or without justification), and recommends an individual Section 7 consultation to be completed independent from the NLAA Program.

GARFO Signature:	Date:
EDITH.CARSON-SUPINO 2026.02.04 15:55:54 -05'00'	02/04/2026

NEW YORK STATE
Department of Environmental Conservation

KATHY HOCHUL
Governor

AMANDA LEFTON
Acting Commissioner

PERMIT MODIFICATION

June 12, 2026

Town of Babylon
200 East Sunrise Highway
Lindenhurst, NY 11757

Re: Permit #1-4720-03981/00011
Cedar Beach and Overlook Beach – Beach Nourishment
SCTM# 100-236-2-1

Dear Permittee:

The Department of Environmental Conservation (DEC) has reviewed your request to modify the above referenced permit in accordance with the Uniform Procedures Regulations (6NYCRR Part 621). It has been determined that the proposed modifications will not substantially change the scope of the permitted actions.

Therefore, the permit is hereby modified to authorize an increase in the volume of dredge material from 70,000 to 100,000 cubic yards. All work shall be done in accordance with the Preliminary Estimate of Sand Loss 2024 vs. March 2026 plans (C301), prepared by Cashin Associates, P.C., dated March 2026, and stamped 'NYSDEC Approved' Modification #2 on 6/12/2025.

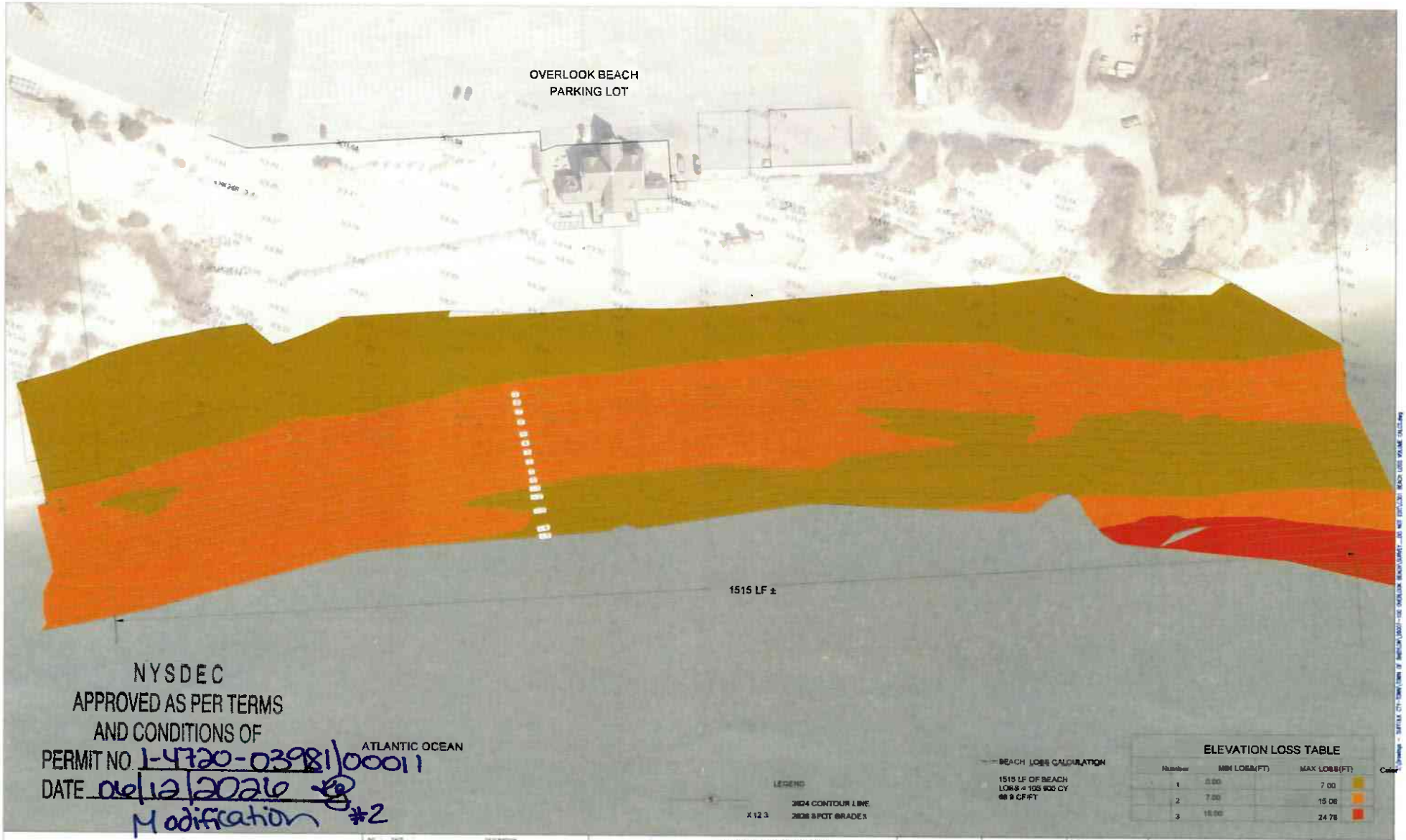
All specifications will remain unchanged regarding final top elevation of +9.0 NAVD 88 fronted on a 1:13 slope to closure, as depicted in the previously approved plans prepared by the Town of Babylon, Department of Planning and Development, dated 1/14/2025, and stamped 'NYSDEC Approved' Modification on 3/20/2025.

This revised permit is a modification to the original permit and must be available at the job site whenever authorized work is in progress.

Sincerely,

Kim Garguilo
Permit Administrator

cc: BMHP
File



NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF
PERMIT NO. 1-4720-03981/00011
DATE 06/12/2026
Modification #2

LEGEND
2024 CONTOUR LINE
X 12.3 2026 SPOT GRADES

BEACH LOSS CALCULATION
1515 LF OF BEACH
LOSS = 105 900 CY
69.9 CF/FT

ELEVATION LOSS TABLE

Number	MIN LOSS(FT)	MAX LOSS(FT)	Color
1	0.00	7.00	
2	7.00	15.00	
3	15.00	24.78	

1200 Veterans Memorial Highway • Hauppauge, New York 11788 • 631.348.7200

NO.	DATE	DESCRIPTION

TOWN OF BABYLON
LINDENHURST NY 11757
OVERLOOK BEACH
OAK BEACH, NY 11702

DATE MARCH 2026
DESIGNED BY CB
DRAWN BY R. W.
CHECKED BY JC
SCALE

PRELIMINARY
ESTIMATE OF SAND LOSS
2024
VS
MARCH 2026

DRAWING NUMBER
C301

Town of Babylon

Richard Schaffer
Supervisor

OVERLOOK BEACH

TOWN OF BABYLON
BEACH RESTORATION
CROSS SECTIONS

N
W E
S

NO SCALE

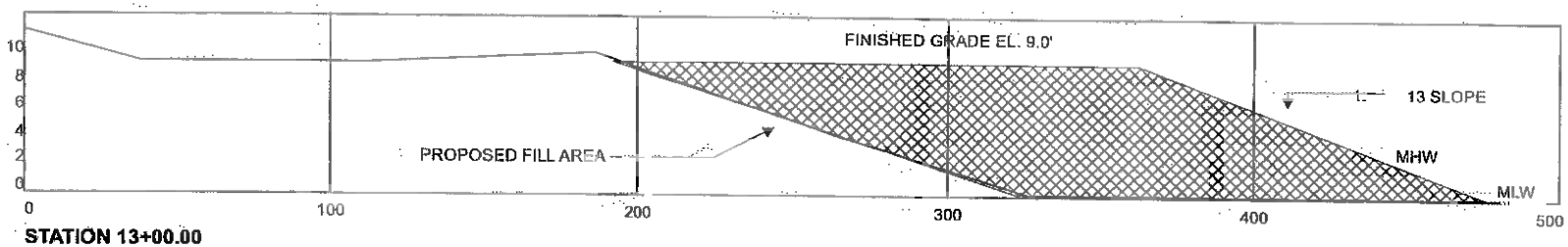
SURVEY DATA INFORMATION:
HORIZONTAL: NEW YORK STATE PLANE COORDINATE SYSTEM
VERTICAL: NAVD 88 DATUM
DATE: JANUARY 11, 2024

DRAWN BY: BZ
SHEET: 2 OF 3

Created by
Department of
Planning & Development
Ann Marie Jones, Commissioner

February 21, 2024

STATION 12+00.00



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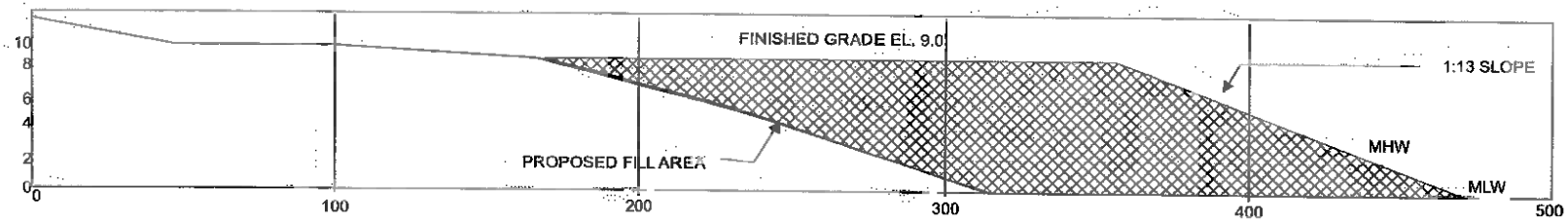

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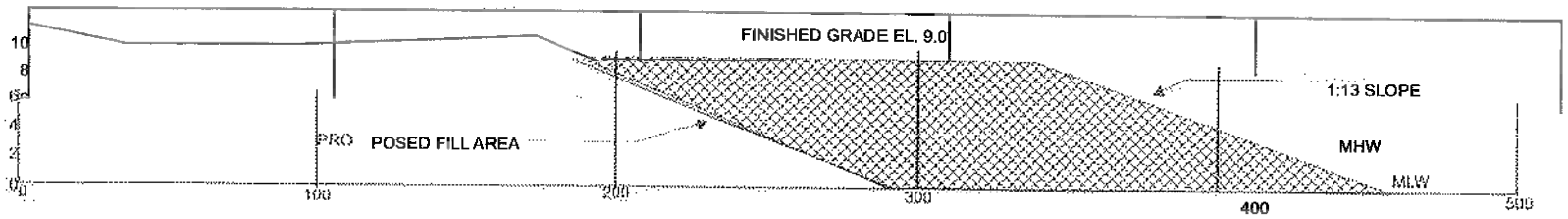

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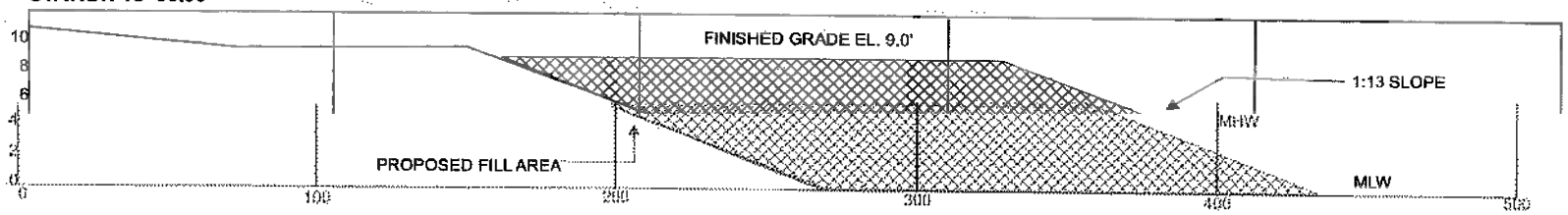


APPROXIMATELY 22,000 CUBIC YARDS OF FILL WILL BE PLACED ABOVE MEAN LOW WATER

APPROXIMATELY 48,000 CUBIC YARDS OF FILL WILL BE PLACED BELOW MEAN LOW WATER.

NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF
PERMIT NO. _____
DATE _____
Modification

The information on this map was derived from digital databases on the Town of Babylon's GIS. The data represented on this map has been compiled by the best available methods. The Town of Babylon assumes no legal responsibilities for the information or accuracy contained on this map. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Town of Babylon

Richard Schaffer
Supervisor

OVERLOOK BEACH

TOWN OF BABYLON
BEACH RESTORATION
CROSS SECTIONS

N
W E
S

NO SCALE

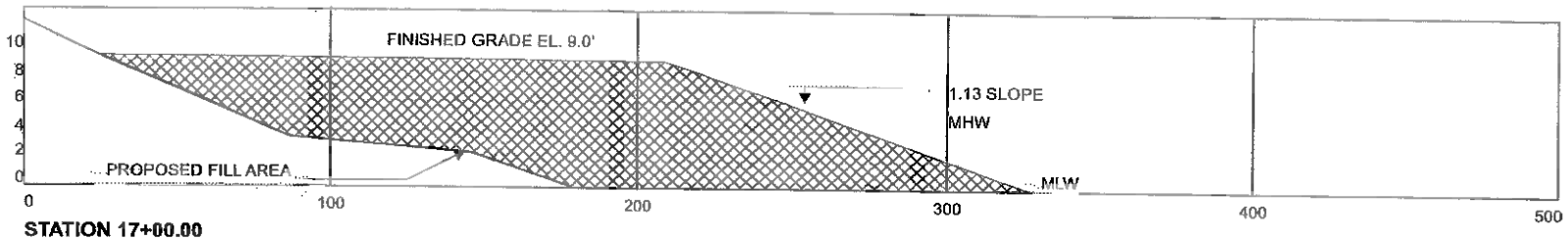
SURVEY DATA INFORMATION:
HORIZONTAL: NEW YORK STATE PLANE COORDINATE SYSTEM
VERTICAL: NAVD 88 DATUM
DATE: January 11, 2024

DRAWN BY: BZ
SHEET: 3 OF 3

Created by
Department of
Planning & Development
Ann Marie Jones, Commissioner

February 21, 2024

STATION 16+00.00



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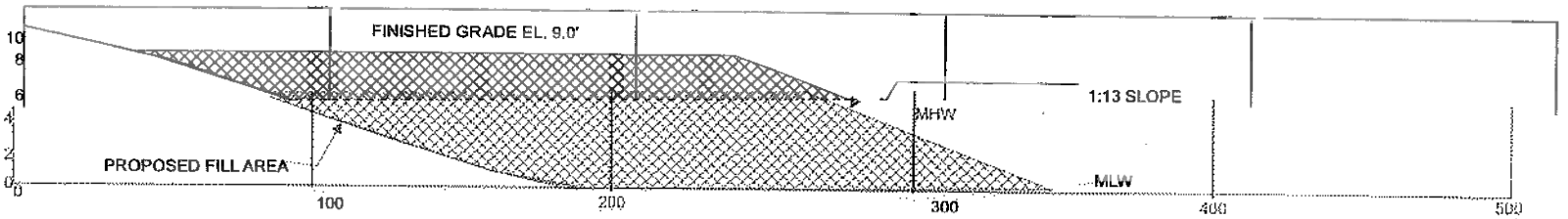

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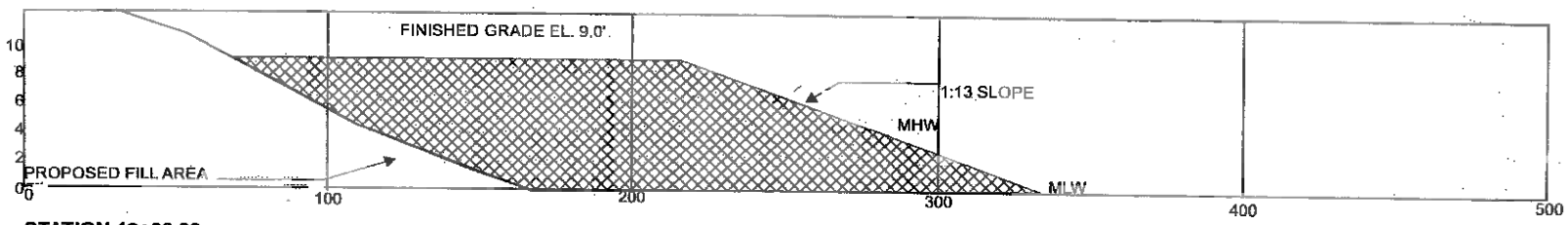

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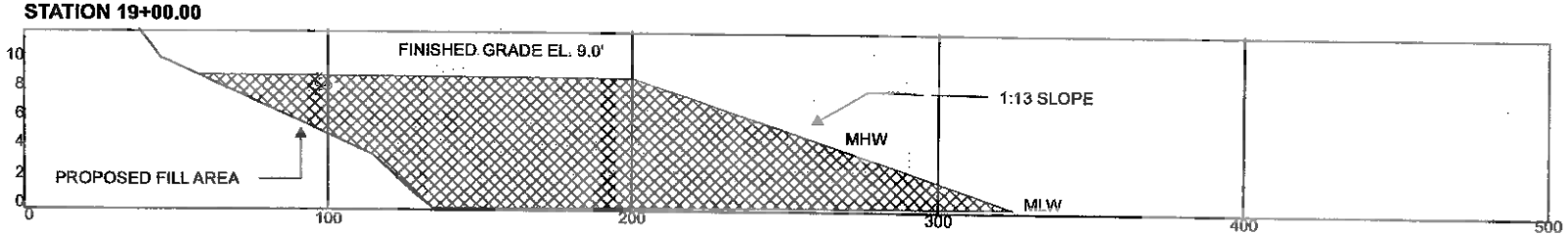

NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF
PERMIT NO. _____
DATE _____

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NEW YORK STATE | Department of State

KATHY HOCHUL
GOVERNOR

WALTER T. MOSLEY
SECRETARY OF STATE

May 29, 2026

Anthony Valentino
Environmental Analyst
Town of Babylon
avalentino@townofbabylonny.gov

Re: **F-2026-0321** (previously F-2024-0269 and F-2021-0922)
U.S. Army Corps of Engineers/New York District Permit Application
Town of Babylon
Proposed "add-on" dredging at Fire Island Inlet to obtain up to 42,000 cubic yards of sand from the area identified under the 'FIMP Contract 1' Fire Island Inlet Dredging, to be pumped to the Town owned Overlook Beach for beach renourishment.
Atlantic Ocean, Cedar Beach, Town of Babylon, Suffolk County
General Concurrence – Modification of a Previously Reviewed Activity

Dear Anthony Valentino:

The Department of State (DOS) received your proposed modification of the above-referenced activity on May 11, 2026. The DOS previously reviewed the original proposal and concurred with a consistency certification for it, or otherwise indicated it had no objection to authorization of the proposed activity.

The proposed modification involves: the volume of sand placement needed to reach the requested elevation has increased from 70,000 to 100,000 cubic yards. Proposed cross sections remain unchanged from previous approvals, but the increased volume is necessary to account for increased sand loss this year. There is no proposed change to the source of sand material, which is still the Fire Island Inlet – Shores Westerly project.

The Department of State has determined the proposed modification, would not result in coastal zone effects that would be substantially different than those originally reviewed and that the modified proposal meets the general consistency concurrence criteria. Therefore, further review by the Department of State and its concurrence with an individual consistency certification for the proposed activity are not required.

This determination is without prejudice to and does not obviate the need to obtain all other applicable licenses, permits, and other forms of authorization or approvals which may be required pursuant to existing New York State statutes.

When communicating with us regarding this matter, please contact us at CR@dos.ny.gov and refer to our file #F-2026-0321.

Sincerely,

David J. Newman
Supervisor, Consistency Review Unit
Office of Planning, Development and
Community Infrastructure

DN/hs

cc: COE/ New York District (Previously NAN-2021-01105-EMC)
DEC Region 1 (1-4720-03981)

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK NEW YORK 10278-0090

REGULATORY DIVISION

June 10, 2026

SUBJECT: Request for Permit Modification of Department of the Army Permit Number NAN-2021-01105-M2 Issued to Town of Babylon

Town of Babylon
c/o Brian Zitani
200 East Sunrise Highway
Lindenhurst, NY 11757

Dear Mr. Zitani:

In accordance with the provisions of Section 10 of the Rivers and Harbors Act (33 U.S.C. 403) the Town of Babylon was issued Department of the Army Permit Number NAN-2021-01105 by the District Engineer on December 7, 2021 (copy enclosed). This permit authorized the placement of approximately 42,000 Cubic Yards (CY) of dredged material as beach nourishment along approximately 0.19 miles of Overlook Beach over approximately 271,000 Square Feet (6.3 acres). Approximately 29,000 CY of the dredged material to be placed below the Plane of Spring High Water over approximately 190,000 Square Feet (4.4 acres), and the remaining approximately 13,000 CY of the dredged material to be placed landward of Spring High Water over approximately 81,000 Square Feet (1.9 acres). The project is located in the Atlantic Ocean, at Overlook Beach at 200 Ocean Parkway, Village of Babylon, Town of Babylon, Suffolk County, New York.

The Town of Babylon was issued Department of the Army Permit Number NAN-2021-01105-M1 by the District Engineer on August 22, 2024 (copy enclosed). The permit authorized the following work, located in the Atlantic Ocean, at Overlook Beach at 200 Ocean Parkway, Village of Babylon, Town of Babylon, Suffolk County, New York.

The placement of approximately 70,000 cubic yards over approximately 261,010 square feet (6.07 acres). Approximately 67,900 CY of the dredged material to be placed below the Plane of Spring High Water over approximately 213,710 Square Feet (4.97 acres), and the remaining approximately 2,100 CY of the dredged material to be placed landward of Spring High Water over approximately 47,300 Square Feet (1.10 acres). The extension of the permit expiration date from December 7, 2024, to June 7, 2026.

On January 9, 2026, the Town of Babylon was issued Department of the Army Permit Number NAN-2021-01105-M2 by the District Engineer (copy enclosed). The permit authorized an extension of the expiration date from June 7, 2026, to June 7, 2027.

The New York District has reviewed the email dated April 23, 2026, in which the applicant requested to increase the amount of dredged material placed on Overlook Beach. The request was to place approximately 100,000 cubic yards of dredged material over 261,010 square feet (6.07 acres) on the beach. Approximately 60,000 cubic yards would be placed over an area of 213,710 square feet below the plane of Spring High Water, and the remaining approximately 40,000 cubic yards to be placed landward of Spring High Water.

June 10, 2026

REGULATORY DIVISION

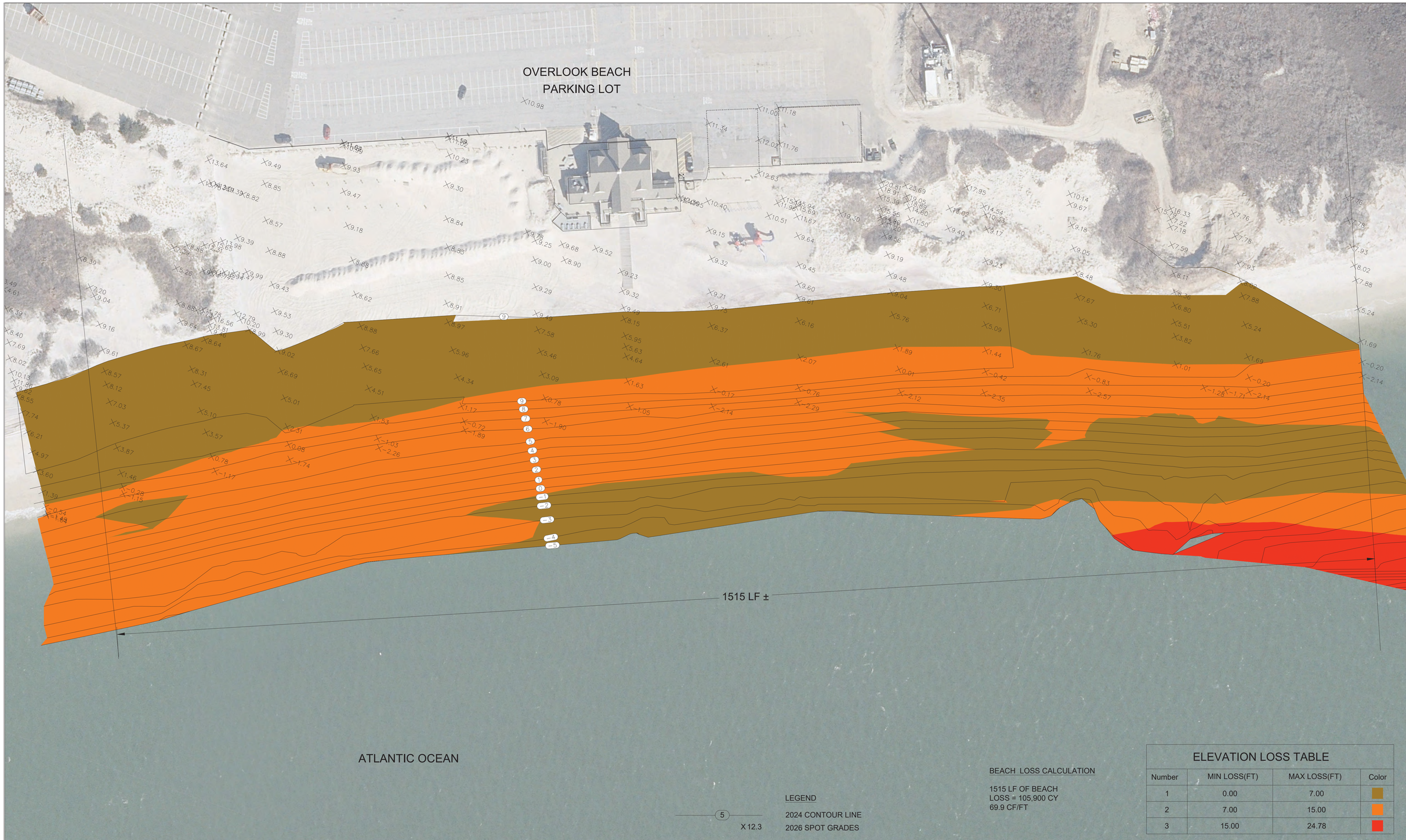
SUBJECT: Request for Permit Modification of Department of the Army Permit Number NAN-2021-01105

Based upon our evaluation of the submitted materials, we hereby approve your request to increase the amount of material placed on Overlook Beach. The modification of this permit shall be known as Department of the Army Permit Number **NAN-2021-01105-M3**. All other permit conditions to which the authorized work was made subject shall remain in effect. This letter shall be added to all copies of the permit, including those at the work site.

In order for us to better serve you, please complete our Customer Service Survey located at https://www.nan.usace.army.mil/Missions/Regulatory/Customer-Survey/. If any questions should arise concerning this matter, please contact Matthew Look, of my staff, at matthew.look@usace.army.mil

Sincerely,

FOR AND IN BEHALF OF
Alexander L. Young
Colonel, U.S. Army
District Engineer



LEGEND

5 — 2024 CONTOUR LINE

X 12.3 — 2026 SPOT GRADES

BEACH LOSS CALCULATION

1515 LF OF BEACH
LOSS = 105,900 CY
69.9 CF/FT

ELEVATION LOSS TABLE

Number	MIN LOSS(FT)	MAX LOSS(FT)	Color
1	0.00	7.00	
2	7.00	15.00	
3	15.00	24.78	

Cashin Associates, P.C.
ENGINEERING • PLANNING • CONSTRUCTION MANAGEMENT
1200 Veterans Memorial Highway • Hauppauge, New York 11788 • 631.348.7600

NO.	DATE	DESCRIPTION

TOWN OF BABYLON
LINDENHURST, NY 11757

OVERLOOK BEACH
OAK BEACH, NY 11702

SEAWALL DESIGN

IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER AN ITEM ON THIS DRAWING IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

DATE	MARCH 2026
DESIGNED BY	G.G.
DRAWN BY	R.J.W
CHECKED BY	XX
SCALE	1"=20'

PRELIMINARY
ESTIMATE OF SAND LOSS
2024
VS
MARCH 2026

26007.100

DRAWING NUMBER

C301

SHEET 1 OF 1

PRINT: 03/24/26-9:03am C:\Users\(we6)\Cashin Associates, P.C\Drawings - SUFFOLK CTY-TOWN\TOWN OF BABYLON\26007-100 OVERLOOK BEACH\SURVEY.....DO NOT EDIT\C301 BEACH LOSS VOLUME CALCS.dwg

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK NEW YORK 10278-0090

REGULATORY DIVISION

January 9, 2026

SUBJECT: Request for Permit Modification of Department of the Army Permit Number NAN-2021-01105-M1 Issued to Town of Babylon

Town of Babylon
c/o Brian Zitani
200 East Sunrise Highway
Lindenhurst, NY 11757

Dear Mr. Zitani:

In accordance with the provisions of Section 10 of the Rivers and Harbors Act (33 U.S.C. 403) the Town of Babylon was issued Department of the Army Permit Number NAN-2021-01105 by the District Engineer on December 7, 2021 (copy enclosed). This permit authorized the placement of approximately 42,000 Cubic Yards (CY) of dredged material as beach nourishment along approximately 0.19 miles of Overlook Beach over approximately 271,000 Square Feet (6.3 acres). Approximately 29,000 CY of the dredged material to be placed below the Plane of Spring High Water over approximately 190,000 Square Feet (4.4 acres), and the remaining approximately 13,000 CY of the dredged material to be placed landward of Spring High Water over approximately 81,000 Square Feet (1.9 acres). The project is located in the Atlantic Ocean, at Overlook Beach at 200 Ocean Parkway, Village of Babylon, Town of Babylon, Suffolk County, New York.

The Town of Babylon was issued Department of the Army Permit modification Number NAN-2021-01105-M1 by the District Engineer on August 22, 2024 (copy enclosed). The permit authorized the following work, located in the Atlantic Ocean, at Overlook Beach at 200 Ocean Parkway, Village of Babylon, Town of Babylon, Suffolk County, New York.

The placement of approximately 70,000 cubic yards over approximately 261,010 square feet (6.07 acres). Approximately 67,900 CY of the dredged material to be placed below the Plane of Spring High Water over approximately 213,710 Square Feet (4.97 acres), and the remaining approximately 2,100 CY of the dredged material to be placed landward of Spring High Water over approximately 47,300 Square Feet (1.10 acres). The extension of the permit expiration date from December 7, 2024 to June 7, 2026.

The New York District has reviewed the email dated January 8, 2026, in which the applicant requested to extend the duration of the permit by one additional year.

Based upon our evaluation of the submitted materials, we hereby approve your request to modify the subject permit expiration date from **June 7, 2027**. The modification of this permit shall be known as Department of the Army Permit Number **NAN-2021-01105-M2**. All other permit conditions to which the authorized work was made subject shall remain in effect. This letter shall be added to all copies of the permit, including those at the work site.

In order for us to better serve you, please complete our Customer Service Survey located at https://www.nan.usace.army.mil/Missions/Regulatory/Customer-Survey/. If any questions should arise concerning this matter, please contact Matthew Look, of my staff, at matthew.look@usace.army.mil

Sincerely,

FOR AND IN BEHALF OF
Alexander L. Young
Colonel, U.S. Army
District Engineer

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK NEW YORK 10278-0090

REGULATORY BRANCH August 22, 2024

SUBJECT: Request for Permit Modification of Department of the Army Permit Number NAN-2021-01105 Issued to Town of Babylon

Town of Babylon
c/o Brian Zitani
200 East Sunrise Highway
Lindenhurst, NY 11757

Dear Mr. Zitani:

In accordance with the provisions of Section 10 of the Rivers and Harbors Act (33 U.S.C. 403) the Town of Babylon was issued Department of the Army Permit Number NAN-2021-1105 by the District Engineer on December 7, 2021 (copy enclosed). This permit authorized the placement of approximately 42,000 Cubic Yards (CY) of dredged material as beach nourishment along approximately 0.19 miles of Overlook Beach over approximately 271,000 Square Feet (6.3 acres). Approximately 29,000 CY of the dredged material to be placed below the Plane of Spring High Water over approximately 190,000 Square Feet (4.4 acres), and the remaining approximately 13,000 CY of the dredged material to be placed landward of Spring High Water over approximately 81,000 Square Feet (1.9 acres). The project is located in the Atlantic Ocean, at Overlook Beach at 200 Ocean Parkway, Village of Babylon, Town of Babylon, Suffolk County, New York.

The New York District has reviewed the letter dated February 22, 2024 requesting to increase the amount of dredged material placed on Overlook Beach and extend the permit expiration date for the subject Department of the Army (DA) Permit NAN-2021-01105. The request was to place approximately 70,000 cubic yards over approximately 261,010 square feet (6.07 acres). Approximately 67,900 CY of the dredged material to be placed below the Plane of Spring High Water over approximately 213,710 Square Feet (4.97 acres), and the remaining approximately 2,100 CY of the dredged material to be placed landward of Spring High Water over approximately 47,300 Square Feet (1.10 acres). The permittee requested to extend the permit expiration date from December 7, 2024 to **June 7, 2026**. This extension will allow time to complete the authorized work.

Based upon our evaluation of the submitted materials, we hereby approve your request to increase the amount of material placed on Overlook Beach, and modify the subject permit expiration date. The modification of this permit shall be known as Department of the Army Permit Number **NAN-2021-01105-M1**. All other permit conditions to which the authorized work was made subject shall remain in effect. This letter shall be added to all copies of the permit, including those at the work site.

In order for us to better serve you, please complete our Customer Service Survey located at https://www.nan.usace.army.mil/Missions/Regulatory/Customer-Survey/. If any questions should arise concerning this matter, please contact Lindsey Neuwirth, of my staff, at (917) 790-8518.

Sincerely,

Digitally signed by Rosita Miranda
Date: 2024.08.22 09:09:17 -04'00'

FOR AND IN BEHALF OF
Alexander L. Young
Colonel, U.S. Army
District Engineer

USACE File Number: NAN-2021-01105-M1

GRAPHIC SCALE	PREPARED BY		APPLICANT		
1 INCH = 40 FEET	THE TOWN OF BABYLON DEPARTMENT OF ENVIRONMENTAL CONTROL THOMAS VETRI, COMMISSIONER DRAWN BY: BZ FEBRUARY 21, 2024		TOWN OF BABYLON 200 EAST SUNRISE HIGHWAY LINDENHURST, NEW YORK 11757 RICH SCHAFFER, SUPERVISOR	OVERLOOK BEACH OVERALL PLAN TOWN OF BABYLON BEACH RESTORATION SITE PLAN	OP-1

USACE File Number: NAN-2021-01105-M1

Town of Babylon

Richard Schaffer
Supervisor

OVERLOOK BEACH

TOWN OF BABYLON
BEACH RESTORATION
CROSS SECTIONS

N
W E
S

NO SCALE

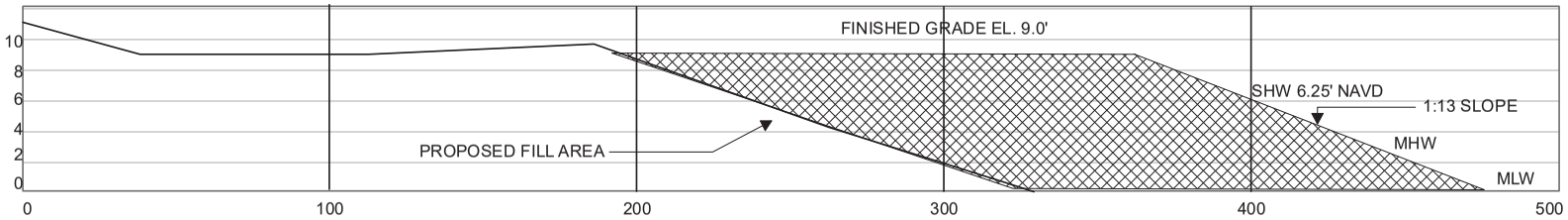
SURVEY DATA INFORMATION:
HORIZONTAL: NEW YORK STATE PLANE COORDINATE SYSTEM
VERTICAL: NAVD 88 DATUM
DATE: JANUARY 11, 2024

DRAWN BY: BZ
SHEET: 2 OF 3

Created by
Department of
Planning & Development
Ann Marie Jones, Commissioner

May 29, 2024

STATION 12+00.00



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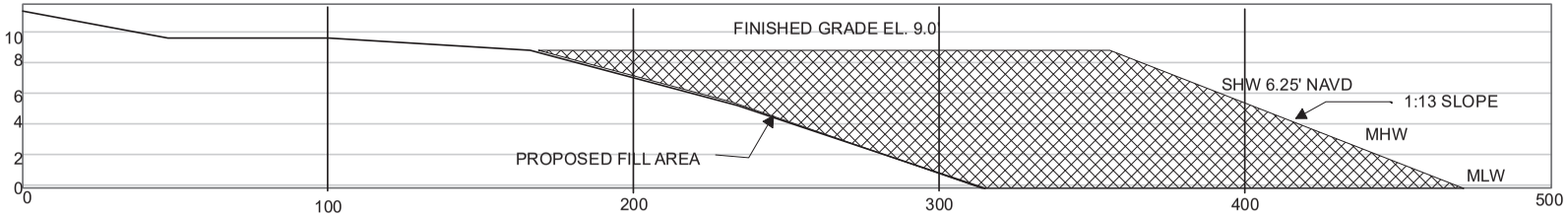

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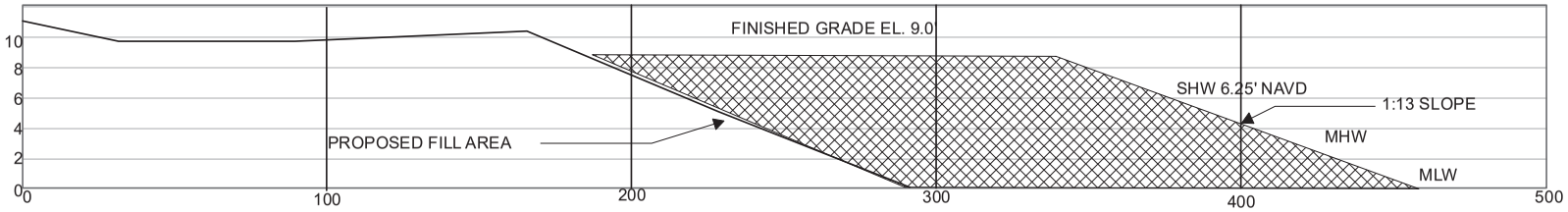

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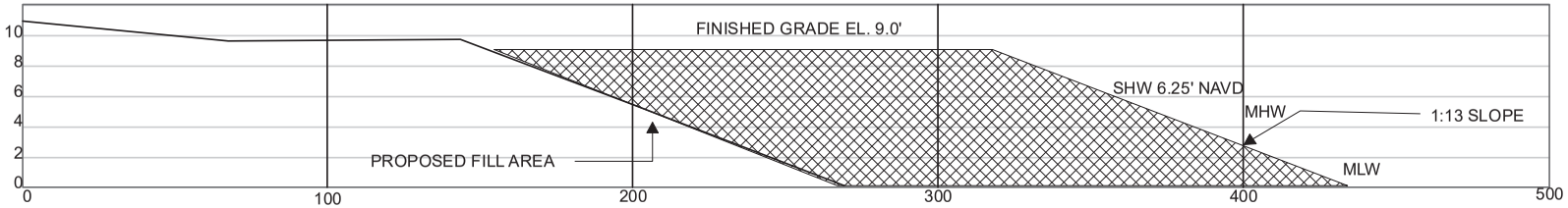


APPROXIMATELY 22,000 CUBIC YARDS OF FILL WILL BE PLACED ABOVE MEAN LOW WATER.
APPROXIMATELY 48,000 CUBIC YARDS OF FILL WILL BE PLACED BELOW MEAN LOW WATER.
APPROXIMATELY 67,900 CUBIC YARDS OF FILL WILL BE PLACED BELOW SPRING HIGH WATER.

The information on this map was derived from digital databases on the Town of Babylon's GIS. The data represented on this map has been compiled by the best methods available.
The Town of Babylon assumes no legal responsibilities for the information or accuracy contained on this map. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

USACE File Number: NAN-2021-01105-M1

Town of Babylon

Richard Schaffer
Supervisor

OVERLOOK BEACH

TOWN OF BABYLON
BEACH RESTORATION
CROSS SECTIONS

N W E S

NO SCALE

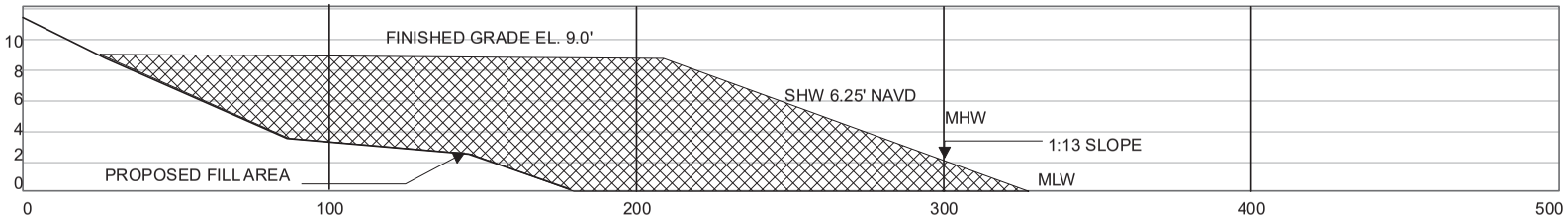
SURVEY DATA INFORMATION:
HORIZONTAL: NEW YORK STATE PLANE COORDINATE SYSTEM
VERTICAL: NAVD 88 DATUM
DATE: January 11, 2024

DRAWN BY: BZ
SHEET: 3 OF 3

Created by
Department of
Planning & Development
Ann Marie Jones, Commissioner

May 29, 2024

STATION 16+00.00



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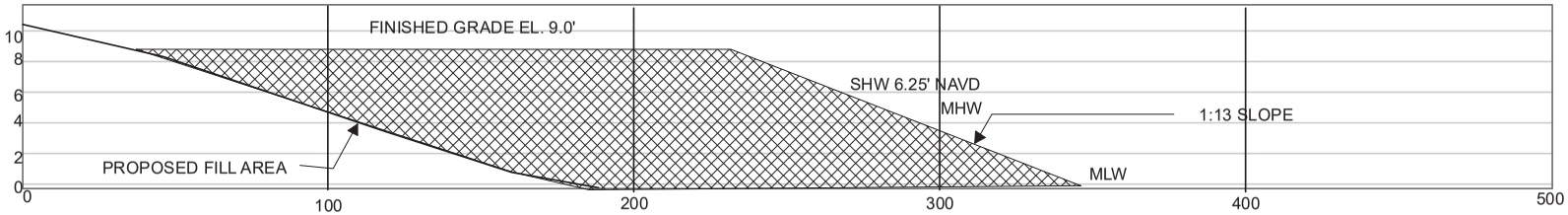

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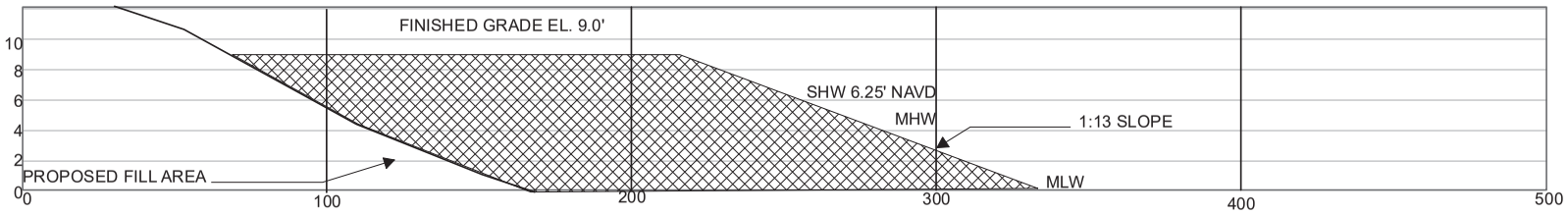

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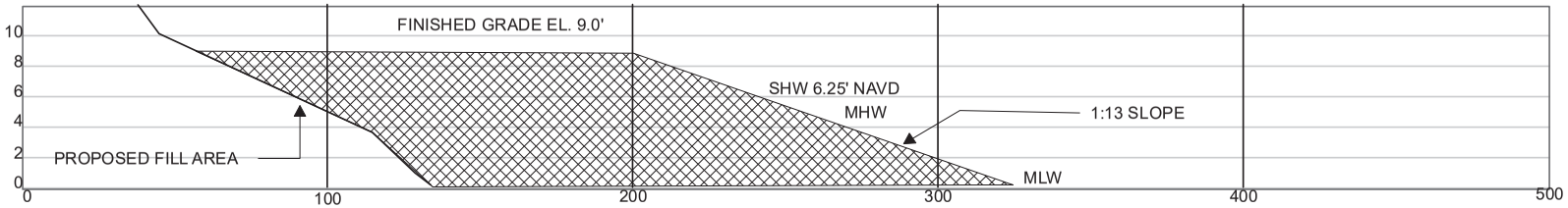

APPROXIMATELY 22,000 CUBIC YARDS OF FILL WILL BE PLACED ABOVE MEAN LOW WATER.
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DEPARTMENT OF THE ARMY PERMIT

Permittee: Town of Babylon
c/o Brian Zitani
200 East Sunrise Highway
Lindenhurst, NY 11757
(631)-422-7640

Permit Number: NAN-2021-01105

Permit Date: December 7, 2021

Issuing Office: US Army Corps of Engineers, New York District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer. You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

The regulated work consists of the placement of approximately 42,000 Cubic Yards (CY) of dredged material as beach nourishment along approximately 0.19 miles of Overlook Beach over approximately 271,000 Square Feet (6.3 acres). Approximately 29,000 CY of the dredged material will be placed below the Plane of Spring High Water over approximately 190,000 Square Feet (4.4 acres), and the remaining approximately 13,000 CY of the dredged material will be placed landward of Spring High Water over approximately 81,000 Square Feet (1.9 acres).

All work shall be performed in accordance with the attached dated permit drawings; Special Conditions (A) through (H) listed below, and the New York State Department of Environmental Conservation Section 401 Water Quality Certificate Number 1-4720-03981/00013 which are all hereby made part of this permit.

Project Location:

IN: Atlantic Ocean

AT: Overlook Beach at 200 Ocean Parkway, Village of Babylon, Town of Babylon, Suffolk County, New York

Permit Conditions:

General Conditions:

1. Time limit for completing the regulated work authorized herein ends on December 7, 2024**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least two (2) months before the above date is reached.**

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. The permittee shall allow representatives from this office to inspect the authorized activities at any time deemed necessary; and shall promptly provide any required written reports, to ensure that authorized activities are being or have been accomplished in accordance with the terms and conditions of this permit.

Special Conditions:

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. The permittee shall utilize Best Management Practices (BMPs) to minimize turbidity during all in-water work activities as well as prevent construction materials, including debris, from entering any waterway to become drift or pollution hazards.

C. The permittee shall use Best Management Practices to ensure turbidity is minimized in the water and minimize the release of suspended sediments during beach nourishment activities, including placing the material on the beach above the spring high tide line and moving the material to the intertidal zone during low tide, where practicable.

D. The permittee shall ensure that the dredged material deposited on the shoreline is consistent with the existing, naturally-occurring grain size present at the placement area.

E. The permittee shall ensure that the authorized beach placement area is finished to the same slope as the surrounding beach. The area shall be graded at a gentle uniform slope with no piles, ridges or holes left in the final graded beach placement materials.

F. To protect ESA-listed species at the beach placement areas, the permittee shall not place dredged material on any beach from April 1 to September 1 of any calendar year.

G. For dredging and/or placement of material occurring between September 1 and November 30 of any calendar year. Not more than seven (7) days prior to the commencement of dredging or beach placement activities, the permittee shall conduct and provide a Red Knot survey by a qualified biologist. In the event that Red Knot are observed within this period, prior to the start of work, or while work is being performed, the permittee shall maintain a 300 meter buffer surrounding the location of the Red Knot and notify the U.S. Army Corps of Engineers, Regulatory Branch, Eastern Section, at 917-790-8511 and the U.S. Fish & Wildlife Service (USFWS), Long Island Field Office (Region 5) at (631) 286- 0485 for further consultation and instructions. The surveys shall be conducted in the following manner: Inclement Weather: The permittee shall not conduct surveys in weather with strong winds (>24 mph), heavy fog (<200m visibility), or steady rain.

SURVEY PROTOCOL AND DATA COLLECTION: The permittee shall begin each survey of each area by indicating the start time. The permittee shall count and identify Red Knot (and other species) in the survey area. This includes birds that enter or leave the survey area during the survey. For shorebirds to be considered "using" the survey area, the birds need to be on the ground within the defined survey area for at least part of the time it takes to do the survey. Shorebirds that fly over the survey area but do not land in it should NOT be counted. The permittee shall record numbers as the survey is continued. The permittee shall complete surveys within the optimal 3-hour survey window around peak high tide. Once the area has been thoroughly searched and all birds seen have been recorded, the count is considered complete. At that point, the permittee shall note the end time on the datasheet.

H. The permittee shall not place dredged material between April 15 and September 30 of any calendar year in order to minimize impacts to horseshoe crab spawning Essential Fish Habitat.

<u>Further Information</u>:

1. **Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:**

   (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403).

   (X) Section 404 of the Clean Water Act (33 U.S. Code 1344).

   ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. **Limits of this authorization:**

a. **This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.**

b. **This permit does not grant any property rights or exclusive privileges.**

c. **This permit does not authorize any injury to the property or rights of others.**

d. **This permit does not authorize interference with any existing or proposed Federal project.**

3. **Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:**

   a. **Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.**

   b. **Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.**

   c. **Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.**

   d. **Design or construction deficiencies associated with the permitted work.**

   e. **Damage claims associated with any future modification, suspension, or revocation of this permit.**

4. **Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.**

5. **Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:**

   a. **You fail to comply with the terms and conditions of this permit.**

   b. **The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).**

   c. **Significant new information surfaces which this office did not consider in reaching the original public interest decision.**

   Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with

such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.**

December 7, 2021

PERMITTEE: Town of Babylon
PERMIT NUMBER: NAN-2021-01105

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE) (DATE) 12/2/21

Town of Babylon

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Christopher S. Gallery

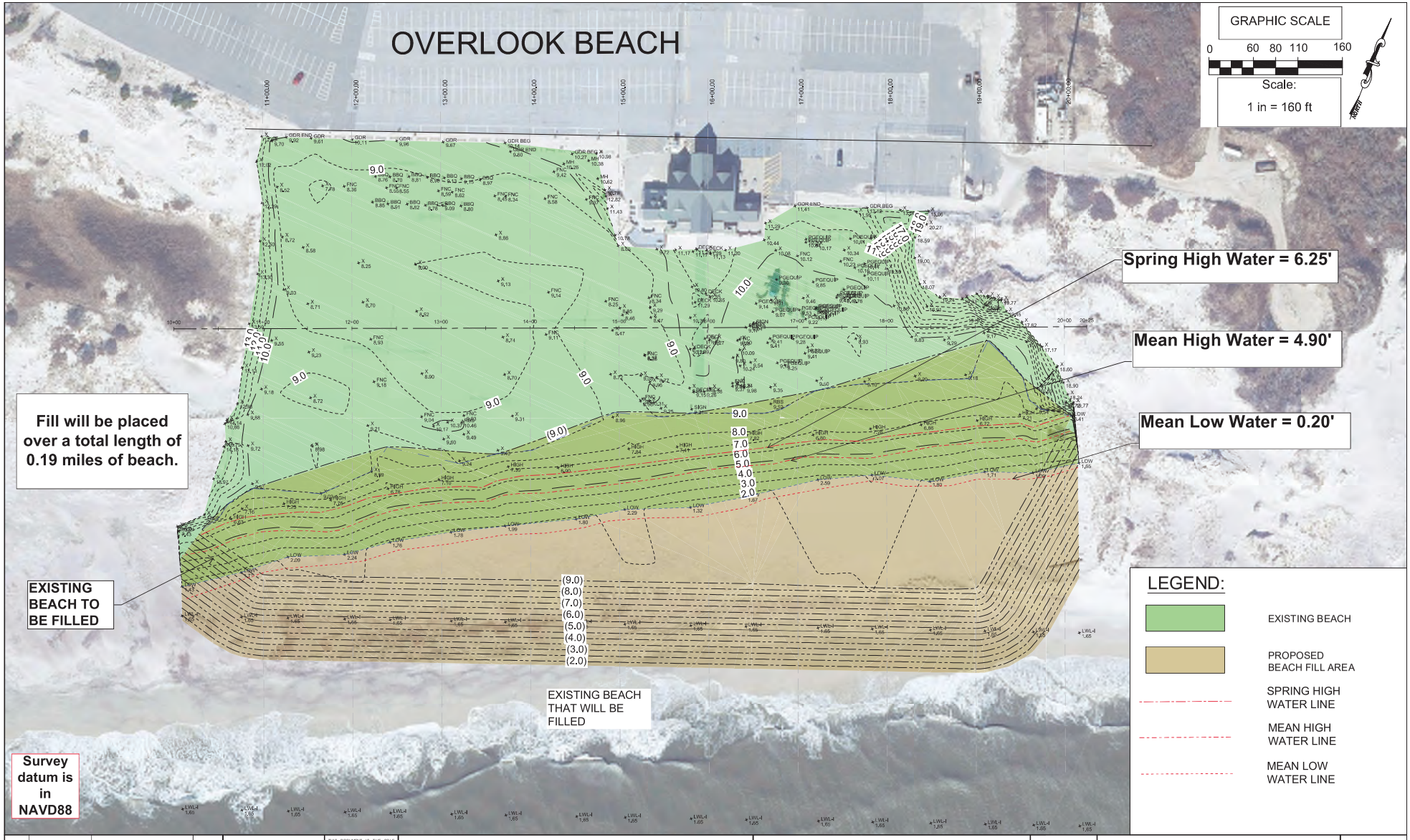
December 7, 2021

(COMMANDER AND DISTRICT ENGINEER) (DATE)

FOR AND IN BEHALF OF
Matthew W. Luzzatto
Colonel, U.S. Army
Commander and District Engineer

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. A copy of the permit signed by the transferee should be sent to this office.

(TRANSFEREE) (DATE)



No.	DATE	REVISION	BY:
-	-	-	-

SEAL:

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CONSULTANT:
NELSON & POPE
ENGINEERS | ARCHITECTS | SURVEYORS
572 WALT WHITMAN ROAD, MELVILLE, N.Y. 11747-2188
PHONE: 631.427.5665 • FAX: 631.427.5620 • NELSONPOPE.COM

CLIENT:
TOWN OF BABYLON
200 EAST SUNRISE HIGHWAY
LINDENHURST, NEW YORK 11757

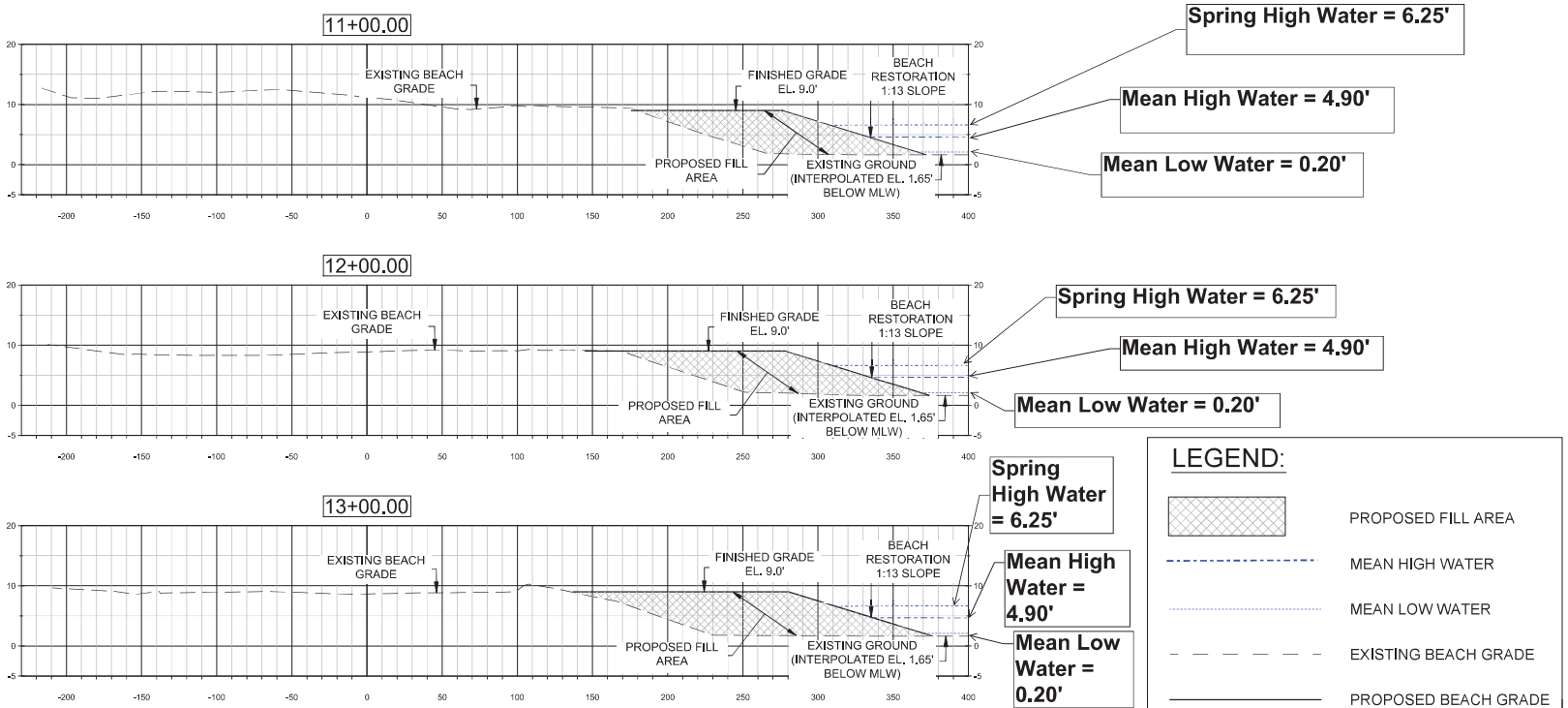
DWN. BY:	GC
CHK'D BY:	JD
DATE:	January 2019
JOB No.:	18296
CADD:	BMP DWG
SCALE:	AS SHOWN

DRAWING TITLE:
OVERLOOK BEACH
OVERALL PLAN
TOWN OF BABYLON
BEACH RESTORATION SITE PLAN

DRAWING NUMBER: OP - 1

SHEET: 1 OF 4

APPROXIMATELY 13,000 CUBIC YARDS WILL BE PLACED ABOVE SPRING HIGH WATER.
APPROXIMATELY 29,000 CUBIC YARDS WILL BE PLACED BELOW SPRING HIGH WATER.
AREA ABOVE SPRING HIGH WATER IS APPROXIMATELY 81,000 SQUARE FEET.
AREA BELOW SPRING HIGH WATER IS APPROXIMATELY 190,000 SQUARE FEET.



SCALE:
1 INCH = 125 FEET

No.	DATE	REVISION	BY:
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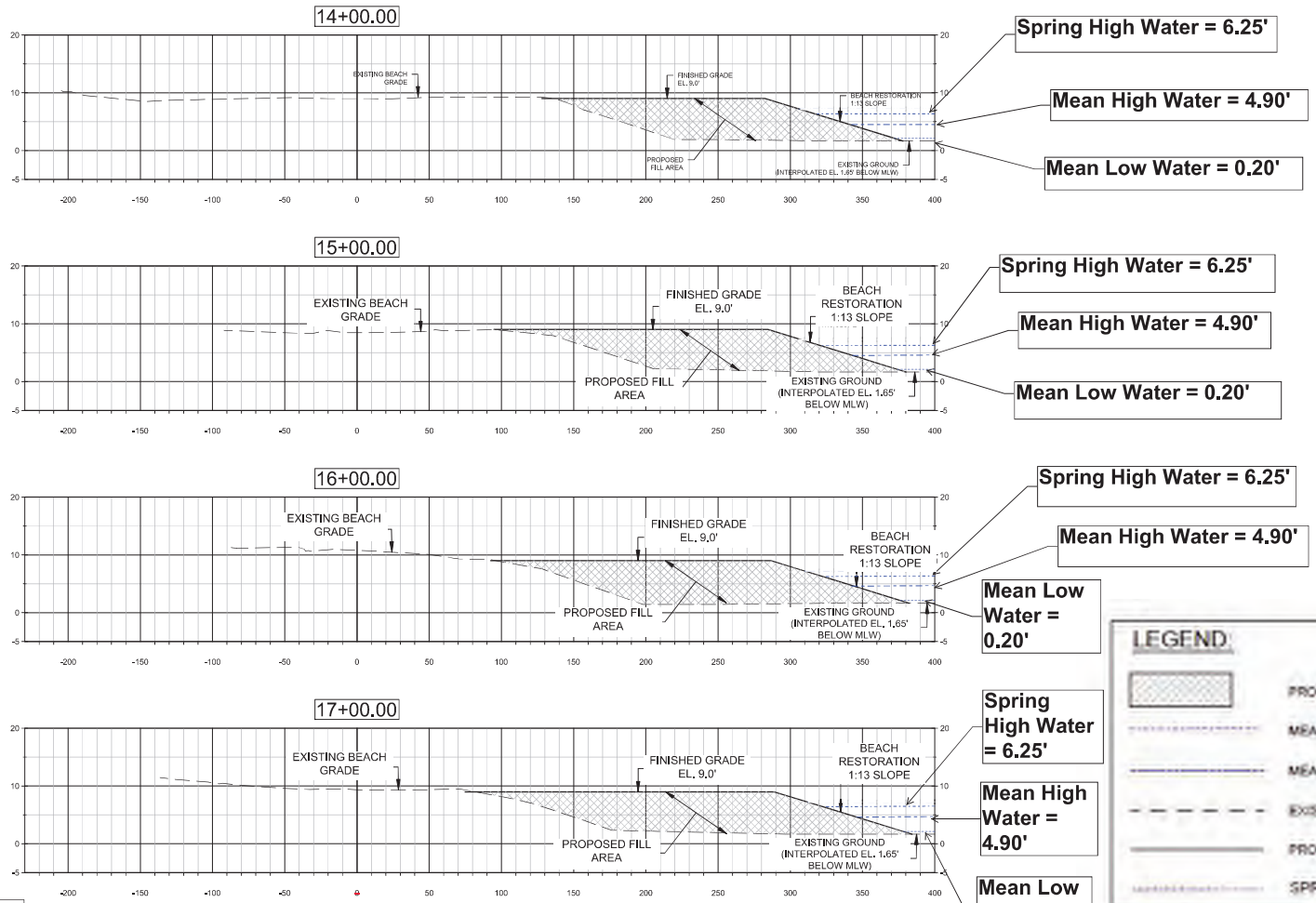
DWN. BY:	GC
CHK'D BY:	-
DATE:	January 2019
JOB No.	18296
CADD:	BMP.DWG
SCALE:	AS SHOWN

DRAWING TITLE:
OVERLOOK BEACH
CROSS SECTIONS - 1
TOWN OF BABYLON
BEACH RESTORATION SITE PLAN

DRAWING NUMBER:
CS - 1

SHEET: 2 OF 4



No.	DATE	REVISION	BY:
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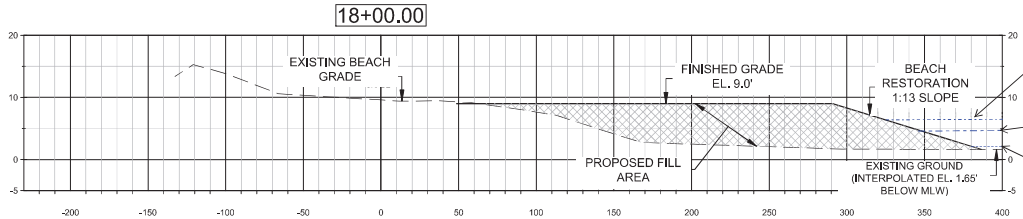
CLIENT:
TOWN OF BABYLON
200 EAST SUNRISE HIGHWAY
LINDENHURST, NEW YORK 11757

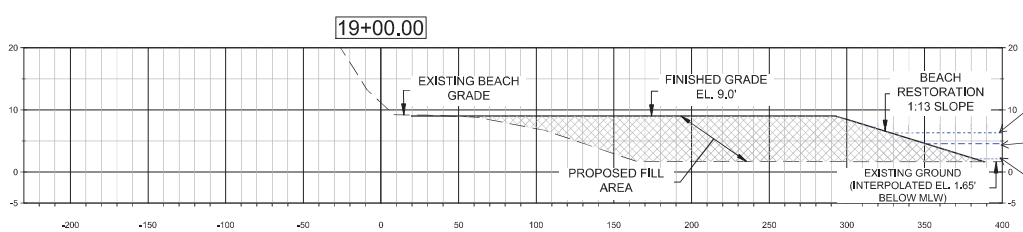
DWN. BY:	GC
CHK'D BY:	-
DATE:	January 2019
JOB No.	18296
CADD:	BMP-DWG
SCALE:	AS SHOWN

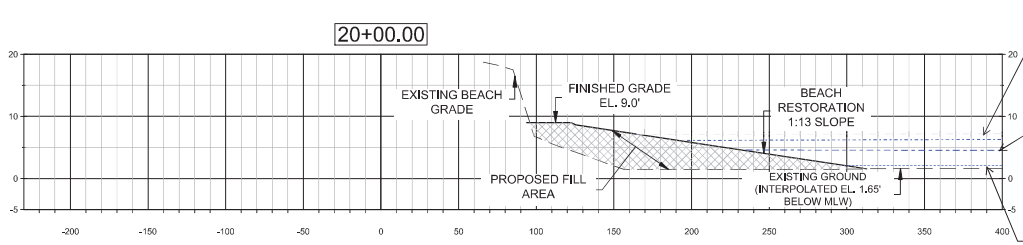
DRAWING TITLE:
OVERLOOK BEACH
CROSS SECTIONS - 2
TOWN OF BABYLON
BEACH RESTORATION SITE PLAN

DRAWING NUMBER:
CS - 2

SHEET: 3 OF 4







SCALE:
1 INCH = 125 FEET

No.	DATE	REVISION	BY:
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DWN. BY:	GC
CHK'D BY:	-
DATE:	January 2019
JOB No.	18296
CADD:	BMP.DWG
SCALE:	AS SHOWN

DRAWING TITLE:
OVERLOOK BEACH
CROSS SECTIONS - 3
TOWN OF BABYLON
BEACH RESTORATION SITE PLAN

DRAWING NUMBER:
CS - 3

SHEET: 4 OF 4

PERMIT

Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
TOWN OF BABYLON
200 E SUNRISE HWY
LINDENHURST, NY 11757-2512
(631) 957-3161

Facility:
OVERLOOK BEACH
200 OCEAN PARKWAY|SCTM 100-236-2-1
BABYLON, NY 11703

Facility Location: in BABYLON in SUFFOLK COUNTY
Facility Principal Reference Point: NYTM-E: 640.869 NYTM-N: 4499.244
Latitude: 40°37'55.3" Longitude: 73°20'03.4"
Authorized Activity: Hydraulically maintenance dredge the federal navigation channel, and deposition basin of Fire Island Inlet and pump the resulting 50,000 cubic yards of material to Overlook Beach for recreation and erosion control. Fill will be placed to achieve a beach with a top elevation of +9.0' NAVD88 fronted by a 1:13 slope to closure.

The Placement Area is depicted on the attached 4 sheet set of drawings titled 'Overlook Beach Overall Plan"(OP-1) & "Overlook Beach Cross Sections" (CS-1,CS-2, &CS-3) prepared by Nelson and Pope dated January 2019 stamped "NYSDEC Approved 7-30-2021.

The Borrow Area is depicted on the attached 2 sheet set of drawings titled "Town of Babylon Overlook Beach Erosion Control and Navigation Project" prepared by the Town of Babylon dated March 2019 stamped "NYSDEC Approved7-30-2021.

Permit Authorizations

Tidal Wetlands - Under Article 25
Permit ID 1-4720-03981/00011
New Permit Effective Date: 7/30/2021 Expiration Date: 5/27/2031
Excavation & Fill in Navigable Waters - Under Article 15, Title 5
Permit ID 1-4720-03981/00012
New Permit Effective Date: 7/30/2021 Expiration Date: 5/27/2031
Water Quality Certification - Under Section 401 - Clean Water Act
Permit ID 1-4720-03981/00013
New Permit Effective Date: 7/31/2021 Expiration Date: 5/27/2031

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: SUSAN ACKERMAN, Regional Permit Administrator
Address: NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY 11790 -3409

Authorized Signature: _____ Date 7/30/2021

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: TIDAL WETLANDS; EXCAVATION & FILL IN NAVIGABLE WATERS; WATER QUALITY CERTIFICATION

1. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by the permittee or their representative(s) and are identified in speical condition 2. .

2. **Conformance With Plans List** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans include the following:

Four sheet set of drawings titled 'Overlook Beach Overall Plan"(OP-1) & "Overlook Beach Cross Sections" (CS-1,CS-2, &CS-3) prepared by Nelson and Pope dated January 2019 stamped "NYSDEC Approved 7/30/2021

Two sheet set of drawings titled "Town of Babylon Overlook Beach Erosion Control and Navigation Project" prepared by the Town of Babylon dated March 2019 stamped "NYSDEC Approved 7/30/2021.

3. **Notice of Commencement and Completion** At least 48 hours prior to commencement of each dredge event for 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. With the exception of the initial dredge event, the notification must also include including an updated site plan specifying the disposal site.

Within 30 days of completion of each dredge and deposition cycle of the project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work and a statement of the amount of material dredged and amount of material deposited at the approved disposal site. Notice and materials shall be submitted via email to:

Marine Habitat Protection: DEC.sm.R1MHP-BEH@dec.ny.gov
Coastal Erosion Management: Coastals@dec.ny.gov and eric.star@dec.ny.gov
Wildlife: Wildlife.r1@dec.ny.gov and Michelle.gibbons@dec.ny.gov

4. **Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather

5. **Activity Restriction Windows For In-Water Work**

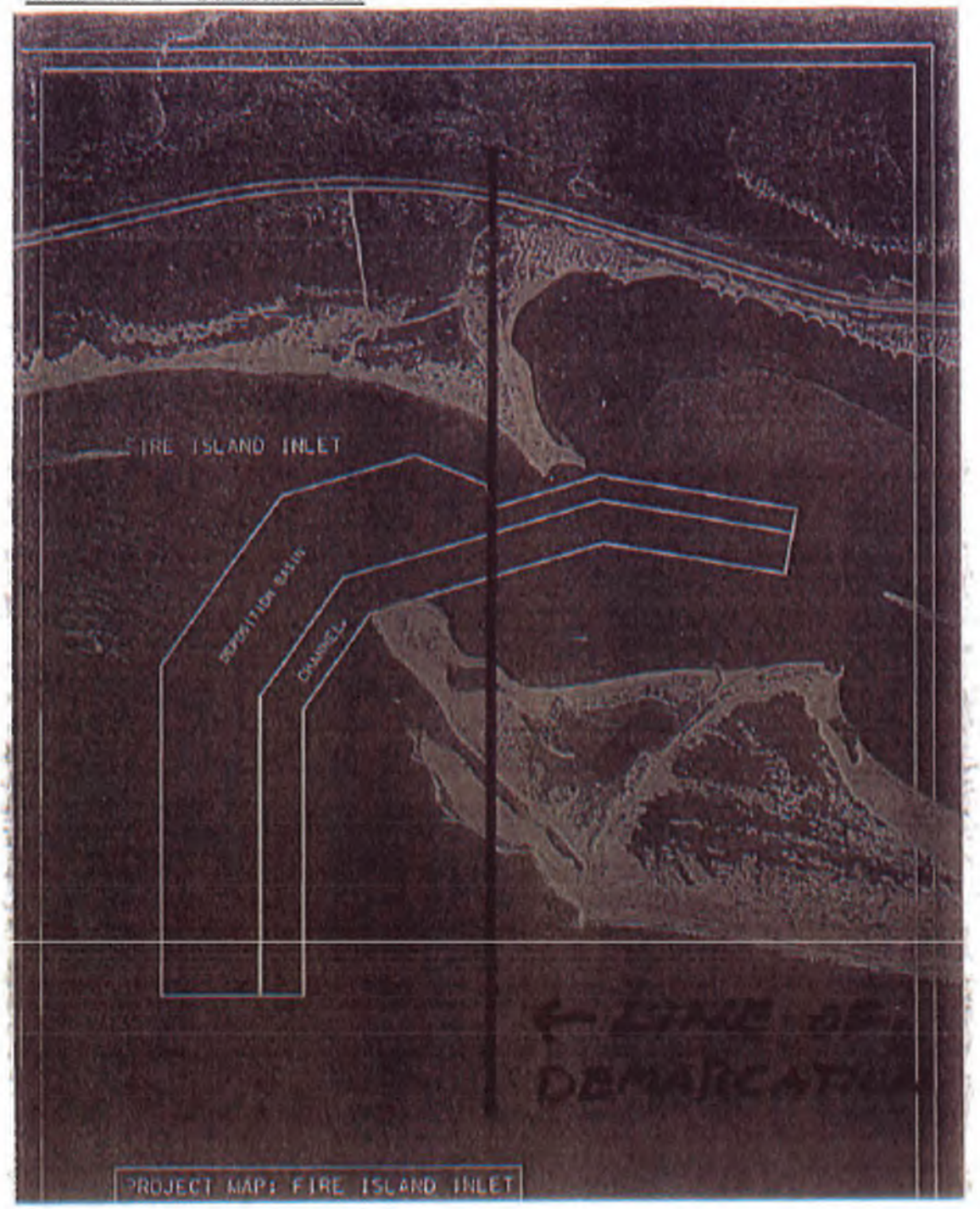
Dredging and other in-water work authorized by this permit is prohibited between the dates listed below for the respective species in areas as shown on Attachment "A" - Activity Restriction Windows". Reference to areas inside or outside of the Sore Thumb peninsula in Fire Island Inlet is illustrated by Attachment "B" "Line of Demarcation". Areas west of the line are outside, areas east of the line are inside.

Activity Window Restrictions:
Piping Plover & Least Terns: April 1 to August 31 inclusive
Finfish & Shellfish: June 1 to September Inclusive
Horseshow Crab: April15 to July 15 Inclusive
Winter Flounder: January 1 to May 31 Inclusive
Atlantic Sturgeon: April 15 to June 30, September 15 to November 15 Inclusive

Attachment "A"- Activity Window Restrictions

	January	February	March	April	May	June	July	August	September	October	November	Decemi
sand placement on Overlook Beach				All sand placement on Overlook Beach is closed due to Piping Plover and Least Terns 4/1 to 8/31								
Dredging the navigation channel and associated deposition basins inside the sore thumb	Dredging the navigation channel inside the sore thumb is closed due to Winter Flounder from January 1 to May 31			Dredging the navigation channel inside the sore thumb is closed due to Horseshoe Crab April 15 to July 15		Dredging the navigation channel inside the sore thumb is closed due to Finfish and Shellfish June 1 to September 30						
Dredging the Navigation and associated deposition basins Channel OUTSIDE sore thumb				Dredging the Navigation Channel OUTSIDE sore thumb closed due to Sturgeon April 15 to June 30		Dredging the navigation channel OUTSIDE the sore thumb is closed due to Finfish and Shellfish June 1 to September 30			Dredging the Navigation Channel OUTSIDE sore thumb closed Sturgeon Sept 15 to November 15			
Dredging the EBB SHOAL IN DEPTHS <10 meters				Dredging the EBB SHOAL IN DEPTHS <10 meters closed due to Sturgeon April 15 to June 30		Dredging the EBB SHOAL IN DEPTHS <10 meters is closed due to Finfish and Shellfish June 1 to September 30			Dredging the EBB SHOAL IN DEPTHS <10 meters closed Sturgeon Sept 15 to November 15			

Attachment "B" - Demarcation Line



6. **Activity Restriction Windows For Beach Work** On-beach work/disturbance , including but not limited to, the deposition of dredged material, the grading/movement of material to shape the beach berm, mobilization and demobilization activities, and the operation of construction equipment and vehicles, is prohibited between the dates April 1 and August 31 inclusive of each year as listed in Attachment "A" Activity Window Restrictions" in order to protect the reproductive activities of beach nesting shorebirds listed as endangered or threatened. Should an unavoidable need arise to conduct authorized on-beach activities during the April through August restriction period, the permittee shall notify the Department (michelle.gibbons@dec.ny.gov; kevin.kispert@dec.ny.gov) at least 15 days before the work is scheduled to start and provide for DEC approval a written plan outlining how the work will be conducted to avoid negative impacts to the species.

7. **Leave a Uniform Bottom Elevation** All dredging shall be conducted so as to leave a uniform bottom elevation free of mounds or holes.

8. **Grade Channel Side Slopes** All side slopes of the dredge channel will have a maximum of 1:3 slope.

9. **Properly Locate & Position Dredged Material Discharge Pipe** The dredged material discharge pipe shall be located and positioned to prevent the scouring or damage of dunes and to prevent the direct placement of material seaward of the line of spring high water. A diffuser shall be attached to the end of the discharge pipe.

10. **No Disturbance to Vegetated Tidal Wetlands** There shall be no disturbance to vegetated tidal wetlands or protected buffer areas as a result of the permitted activities except as specifically authorized for Coastal Protective Feature (CPF) 1 as shown on the approved plans.

11. **Dredging Once Per Year** Dredging shall be undertaken no more than once in any calendar year unless specifically authorized by the department.

12. **Dredged Materials on the Beach** All material deposited on the beach shall be of compatible (equal to or larger) grain size to the naturally occurring beach. If at any time during the dredging operation the composition of the dredged material changes and becomes unsuitable for beach placement, dredging operations shall cease immediately and the office of Regional Habitat - TW shall be contacted with a proposed plan to correct the problem and/or for alternative placement. No further activity will commence without the department's approval.

13. **Dredged Depth Survey** Within 90 days of completion of the dredging operation, an as-dredged depth survey of the dredged area shall be submitted via email to:
Marine Habitat Protection:DEC.sm.R1MHP-BEH@dec.ny.gov

14. As-Built Survey for Beaches Post Construction Topographic Surveys of Overlook Beach shall be submitted to the Department (Coastals@dec.ny.gov) no more than 90 days after project completion.

15. Storage Tanks & Fueling Fuel or other chemical storage tanks shall be contained and located at all times in an area greater than 100 feet landward of apparent high water to avoid the inadvertent leakage of deleterious substances into surface waters. or located in existing, improved locations such as paved parking lots or streets with appropriate containment to prevent contamination of the beach and surface waters. No refueling is authorized on the beach. If the above requirement cannot be met by the permittee, then the storage areas must be designed to completely contain any and all potential leakage. Such a containment system must be approved by Department staff prior to equipment, machinery or tank storage within 100 feet of apparent high water. Any spill of petroleum exceeding 5 gallons in quantity must be immediately reported to the NYS Oil Spill Hotline at 1-800-457-7362.

16. No Equipment Staging In Dune Areas There shall be no staging of equipment, vehicles or supplies in dune areas.

17. No Construction Debris Any debris, garbage, trash, or excess material from construction of this project, including debris and woody material from the grubbing and clearing of Coastal Protective Features (CPFs) 1 and 2, shall be completely removed from the beach and taken to an appropriate approved upland area for disposal. No debris is permitted on the dunes, beach, or in the water.

18. No Disturbance To Vegetated Dune Areas There shall be no disturbance to vegetated dune areas except as specifically authorized for Coastal Protective Feature (CPF) 1 as shown on the approved plans.

19. Restore Any Areas Disturbed By Construction Any areas of beach or dune disturbed during the construction of the activities authorized herein, such as the installation, relocation and removal of dredged material discharge pipes and booster pumps, and the operation of staging areas must be restored to pre-project conditions upon completion of work.

20. Grade Completed Beach Smooth Upon completion of the project, the permittee shall grade the beach nourishment area as necessary to remove wheel ruts, tire tracks, or any mounds, ridges or holes in excess of 6 inches above or below the finished beach surface. The grade of the finished beach must be suitable to support the nesting of piping plovers and least terns.

21. No Interference With Navigation There shall be no unreasonable interference with navigation by the work herein authorized.

22. **State Not Liable for Damage** 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.

23. **State May Order Removal or Alteration of Work** 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.

24. **State May Require Site Restoration** 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 lawfully 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.

25. **Precautions Against Contamination of Waters** 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.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. **Water Quality Certification** The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

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.

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.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit 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. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY11790 -3409

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Tidal Wetlands, Water Quality Certification.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

a. materially false or inaccurate statements in the permit application or supporting papers;

b. failure by the permittee to comply with any terms or conditions of the permit;

c. exceeding the scope of the project as described in the permit application;

d. newly discovered material information or a material change in environmental conditions.

relevant technology or applicable law or regulations since the issuance of the existing permit;

e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. **Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification
The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

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.

NOTICE OF COMMENCEMENT OF CONSTRUCTION

RETURN THIS FORM TO: COMPLIANCE
Marine Habitat Protection
NYSDEC
50 Circle Road SUNY@ Stony Brook
Stony Brook, NY 11790-3409

OR FAX TO: 631-444-0272
E-Mail: dec.sm.R1MHP_BEH@dec.ny.gov

PERMIT NUMBER:_____ EXPIRATION DATE:_____

PERMITTEE NAME & PROJECT ADDRESS: _____

_____

CONTRACTOR NAME & ADDRESS:_____

_____TELEPHONE: _____

Dear Sir:
Pursuant to **special conditions** of the referenced permit, you are hereby notified that the authorized activity shall commence on _____ _____. We certify that we have read the referenced permit and approved plans and fully understand the authorized project and all permit conditions. We have inspected the project site and can complete the project as described in the permit and as depicted on the approved plans. We can do so in full compliance with all plan notes and permit conditions. The permit, permit sign, and approved plans will be available at the site for inspection in accordance with general Condition No. 1. **(Both signatures required)**

PERMITEE: _____ DATE _____

CONTRACTOR:_____ DATE _____

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

Cut along this line X X X X X X X

NOTICE OF COMPLETION OF CONSTRUCTION

RETURN THIS FORM TO: COMPLIANCE
Marine Habitat Protection
NYSDEC
50 Circle Road SUNY@ Stony Brook
Stony Brook, NY 11790-3409

OR FAX TO: 631-444-0272
E-Mail: dec.sm.R1MHP_BEH@dec.ny.gov

PERMIT NUMBER: _____ EXPIRATION DATE: _____

PERMITTEE NAME & PROJECT ADDRESS: _____

_____

CONTRACTOR NAME & ADDRESS: _____

_____TELEPHONE:_____

Pursuant to **special conditions** of the referenced permit, you are hereby notified that the authorized activity was completed on _____. We have fully complied with the terms and conditions of the permit and approved plans. **(Both signatures required)**

PERMITEE: _____ DATE:_____

CONTRACTOR:_____ DATE:_____

*THIS NOTICE, WITH PHOTOGRAPHS OF THE COMPLETED WORK AND/OR A COMPLETED SURVEY, AS APPROPRIATE, **MUST BE SENT TO THE ABOVE ADDRESS WITHIN 30 DAYS OF COMPLETION OF THE PROJECT.***

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WATER QUALITY CERTIFICATE

02/09

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PART 2 PRODUCTS

PART 3 EXECUTION

3.1 DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
3.1.1 Attachment O WATER QUALITY CERTIFICATE

-- End of Section Table of Contents --

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 1
SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790
P: (631) 444-0365 I F: (631) 444-0360
www.dec.ny.gov

May 28, 2021

Peter Weppler, Chief
Environmental Analysis Branch
U.S. Army Corps of Engineers – Planning
26 Federal Plaza – Room 2151
New York NY 10278 0090

Re: DEC Permit #: 1-4799-00134/00001
Water Quality Certification (WQC)
FIMP – Contract 1: Fire island Inlet, Robert Moses S.P., Gilgo Beach

Dear Mr. Weppler:

In conformance with the requirements of the State Uniform Procedures Act (Article 70, ECL) and its implementing regulations (6NYCRR, Part 621) we are enclosing the Water Quality Certification for the above project.

Please carefully read all permit conditions and special permit conditions contained in the permit to ensure compliance during the term of the permit. If you are unable to comply with any conditions, please contact us at the above address. This permit must be kept available on the premises of the facility at all times

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

Sincerely,

Kevin Kispert
Environmental Analyst II

file
Enclosures
cc via e-mail: NYSDEC Review Team
NYSOPRHP
NYSDOS-Coastal Review

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

PERMIT

Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
US DEPT OF THE ARMY
THE PENTAGON

WASHINGTON, DC 20310

Facility:
FIMP CONTRACT 1
FIRE ISLAND INLET, GILGO BCH, ROBERT MOSES ST PARK
BABYLON, NY 11702

Facility Application Contact:
PETER WEPPLER
USACOE Planning c/o PSC Mail Center
26 FEDERAL PLZ Rm 17-420
NEW YORK, NY 10278-0090
(917) 790-8634

Facility Location: In MULTIPLE TOWNS in SUFFOLK COUNTY
Facility Principal Reference Point: NYTM-E: 643.577 NYTM-N: 4498.606
Latitude: 40°37'33.0" Longitude: 73°18'08.7"
Project Location: CONTRACT 1: BABYLON, ISLIP
Authorized Activity: Hydraulically dredge the navigation channel, deposition basin, and ebb shoal of Fire Island Inlet and pump the resulting 1.5 million cubic yards of material in the vicinity of Robert Moses State Park and Gilgo Beach to re-establish the natural longshore transport of sand and provide protection to the mainland and barrier island. An area with approximate dimensions of up to 9,000 feet long with variable width of from 1,000 feet to 2,300 feet will be dredged to maximum depth -16 MLW.

Establish Coastal Protective Features (CPFs) 1 and 2 (Democrat Point West and East) by devegetating approximately 106 acres and 17.5 acres respectively, and regrading those areas to establish slopes and elevations that will provide nesting and foraging habitat.

All work must be done as shown on the attached 34 sheet set of drawings prepared by USACE New York District, issue date 4/30/2021 and 5/14/2021, stamped "NYSDEC Approved 5/24/21.

Permit Authorizations

Water Quality Certification - Under Section 401 - Clean Water Act
Permit ID 1-4799-00134/00001
New Permit Effective Date: 5/28/2021 Expiration Date: 5/27/2031

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: KEVIN A KISPERT, Deputy Permit Administrator
Address: NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY 11790 -3409

Authorized Signature: _____ Date 5/28/2021

Distribution List

PETER WEPPLER
Marine Habitat Protection
MICHELLE GIBBONS
Flood Control and Coastal Erosion
KEVIN A KISPERT

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Permit Attachments

Site Plan	4/30/2021
Activity Restriction Windows	4/30/2021
Demarcation Line	4/30/2021

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: WATER QUALITY CERTIFICATION

1. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by the permittee or their representative(s) and are identified in condition no. 2, which includes the relevant water quality standards and explanation for the condition..

2. **Conformance With Plans List** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans include the following:

	Document	Description and date
a.	USACE New York District FIMP Contract 1	Sheets 1 - 34, issue date 4/30/2021 & 5/14/2021 stamped "NYSDEC Approved on 5/24/2021

Water Quality Requirements: 6 NYCRR 608.9 Discharges prohibited without certification.

Explanation: This condition is necessary to identify what discharges are authorized by the certification. Any discharge not identified in the referenced plans is prohibited.

3. **Notice of Commencement & Completion** At least 48 hours prior to commencement of each dredge event for 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. With the exception of the initial dredge event, the notification must also include including an updated site plan specifying the disposal site.

Within 30 days of completion of each dredge and deposition cycle of the project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work and a statement of the amount of material dredged and amount of material deposited at the approved disposal site. Notice and materials shall be submitted via email to:

Marine Habitat Protection:	DEC.sm.R1MHP-BEH@dec.ny.gov
Coastal Erosion Management:	Coastals@dec.ny.gov and eric.star@dec.ny.gov
Wildlife:	Wildlife.r1@dec.ny.gov and Michelle.gibbons@dec.ny.gov

Water Quality Requirements: 6 NYCRR 608.9 Discharges prohibited without certification.

Explanation: This condition is necessary to identify what discharges are authorized by the certification. Any discharge not identified in the referenced plans is prohibited.

4. **Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.

Water Quality Requirements: 6 NYCRR 608.9 Discharges prohibited without certification.

Explanation: This condition is necessary to identify what discharges are authorized by the certification. Any discharge not identified in the referenced plans is prohibited.

5. **Activity Restriction Windows For In-Water Work** Dredging and other in-water work authorized by this permit is prohibited between the dates listed below for the respective species in areas as shown on **Attachment "A" - Activity Restriction Windows"**.

Reference to areas inside or outside of the Sore Thumb peninsula in Fire Island Inlet is illustrated by **Attachment "B" "Line of Demarkation"**. Areas west of the line are outside, areas east of the line are inside.

Activity Window Restrictions:

Piping Plover & Least Terns:	April 1 to August 31 inclusive
Finfish & Shellfish:	June 1 to September Inclusive
Horseshow Crab:	April15 to July 15 Inclusive
Winter Flounder:	January 1 to May 31 Inclusive
Atlantic Sturgeon:	April 15 to June 30, September 15 to November 15 Inclusive

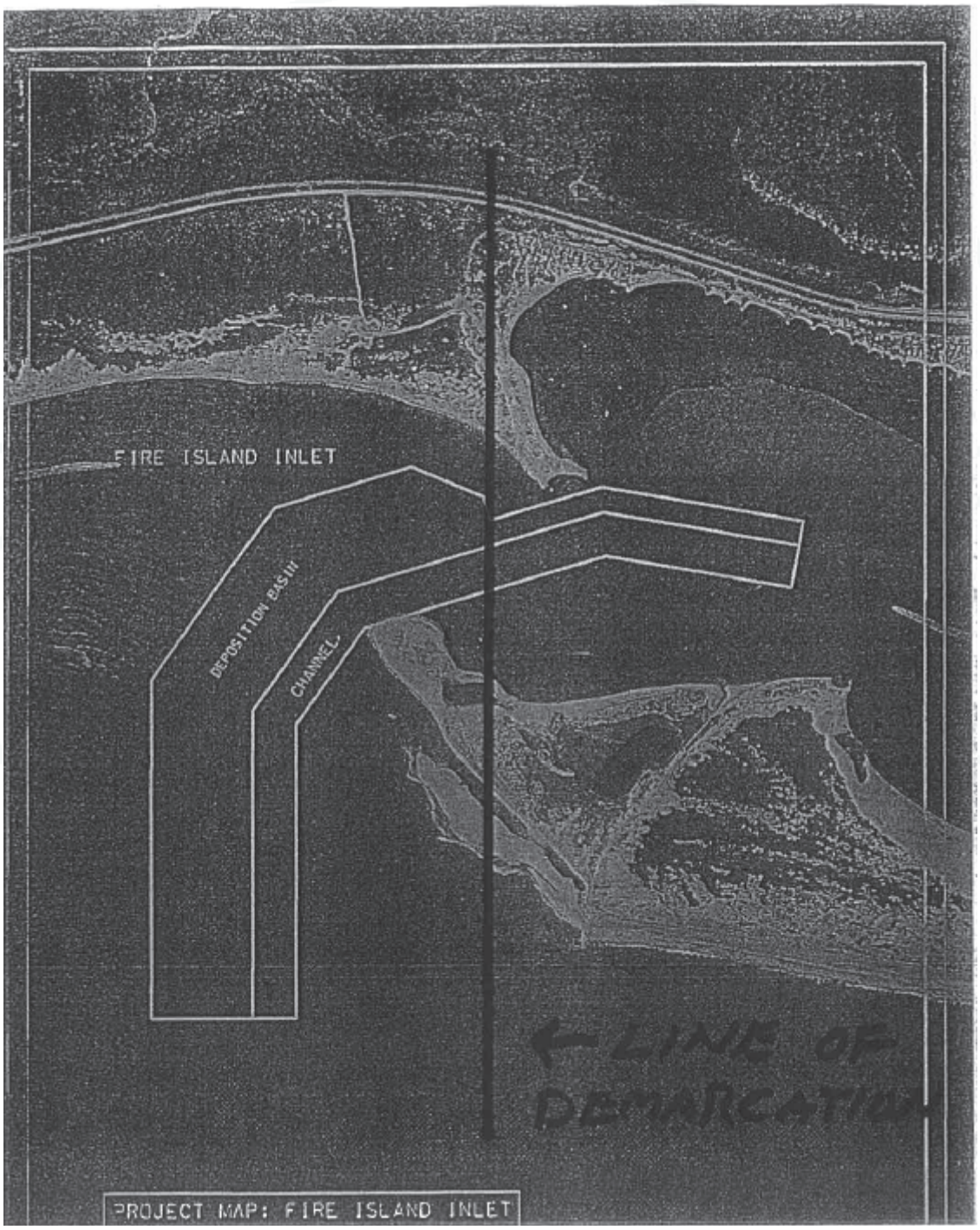
Water Quality Standards: 6 NYCRR 703.2 – as above. 6 NYCRR 701, Classification of surface waters and identification of best usages.

Explanation: This condition is necessary to ensure that the discharge does not adversely impact water quality during sensitive fish spawning periods and contravene water quality standards or impair the waters best usages for fish propagation or fish survival.

Activity Restriction Windows

	January	February	March	April	May	June	July	August	September	October	November	December
sand placement on Gilgo and RMSP and CPS's ouside sore thumb				All sand placement on Gilgo and RMSP, and construction of CPS #3 closed due to Piping Plover and Least Terns 4/1 to 8/31								
CPF construction inside the sore thumb				CPF #2 construction closed due to Piping Plover and Least Terns 4/1 to 8/31								
				CPF#2 construction is closed due to Horseshoe Crab April 15 to July 15								
Dredging the navigation channel and associated deposition basins inside the sore thumb	Dredging the navigation channel inside the sore thumb is closed due to Winter Flounder from January 1 to May 31											
				Dredging the navigation channel inside the sore thumb is closed due to Horseshoe Crab April 15 to July 15								
						Dredging the navigation channel inside the sore thumb is closed due to Finfish and Shellfish June 1 to September 30						
Dredging the Navigation and associated deposition basins Channel OUTSIDE sore thumb				Dredging the Navigation Channel OUTSIDE sore thumb closed due to Sturgeon April 15 to June 30					Dredging the Navigation Channel OUTSIDE sore thumb closed Sturgeon Sept 15 to November 15			
						Dredging the navigation channel OUTSIDE the sore thumb is closed due to Finfish and Shellfish June 1 to September 30						
Dredging the EBB SHOAL IN DEPTHS <10 meters				Dredging the EBB SHOAL IN DEPTHS <10 meters closed due to Sturgeon April 15 to June 30					Dredging the EBB SHOAL IN DEPTHS <10 meters closed Sturgeon Sept 15 to November 15			
						Dredging the EBB SHOAL IN DEPTHS <10 meters is closed due to Finfish and Shellfish June 1 to September 30						
Dredging the EBB SHOAL IN DEPTHS GREATER then 10 meters						Dredging the EBB SHOAL IN DEPTHS GREATER then 10 meters is closed due to Finfish and Shellfish June 1 to September 30						

Demarcation Line



6. **Activity Restriction Windows For Beach Work** On-beach work/disturbance , including but not limited to, the deposition of dredged material, the grading/movement of material to shape the beach berm, mobilization and demobilization activities, and the operation of construction equipment and vehicles, is prohibited between the dates April 1 and August 31 inclusive of each year as listed in Attachment "A" Activity Window Restrictions" in order to protect the reproductive activities of beach nesting shorebirds listed as endangered or threatened. Should an unavoidable need arise to conduct authorized on-beach activities during the April through August restriction period, the permittee shall notify the Department (michelle.gibbons@dec.ny.gov; kevin.kispert@dec.ny.gov) at least 15 days before the work is scheduled to start and provide for DEC approval a written plan outlining how the work will be conducted to avoid negative impacts to the species.

Water Quality Standards: 6 NYCRR 701.2 through 701.8 states that New York fresh surface waters shall be suitable for fish, shellfish and wildlife propagation and survival; 6 NYCRR 701.9 states that New York fresh surface waters shall be suitable for fish, shellfish and wildlife survival; 6 NYCRR 182 Regulations prohibiting the take of state-listed endangered or threatened species; 19 NYCRR § 602.5 Significant Coastal Fish and Wildlife Habitats made under the authority granted to New York State to implement elements of the federal Coastal Zone Management Act of 1972.

Explanation: This condition is necessary to ensure that activities undertaken within designated significant coastal fish and wildlife habitats fully identify the natural resources within the project area and develop site-specific plans and methods for the minimization and control of discharges affecting water quality and wildlife. The condition is necessary to ensure that discharges do not contravene state water quality standards, that best usages are maintained, waters remain suitable for fish, shellfish, and wildlife survival and any activities authorized do not “take” any aquatic or aquatic-dependent state listed endangered or threatened species or its habitat.

7. **Leave a Uniform Bottom Elevation** All dredging shall be conducted so as to leave a uniform bottom elevation free of mounds or holes.

Water Quality Standards: 6 NYCRR 703.2: Narrative water quality standards related to turbidity, suspended solids, and other deleterious substances.

Explanation: This condition is necessary to ensure that the project does not violate water quality standards related to turbidity.

8. **Grade Channel Side Slopes** All side slopes of the dredge channel will have a maximum of 1:3 slope.

Water Quality Standards: 6 NYCRR 703.2: Narrative water quality standards related to turbidity, suspended solids, and other deleterious substances.

Explanation: This condition is necessary to ensure that the project does not violate water quality standards related to turbidity.

9. **Properly Locate & Position Dredged Material Discharge Pipe** The dredged material discharge pipe shall be located and positioned to prevent the scouring or damage of dunes and to prevent the direct placement of material seaward of the line of spring high water. A diffuser shall be attached to the end of the discharge pipe.

Water Quality Standards: 6 NYCRR 703.2: Narrative water quality standards for turbidity, suspended solids, and other deleterious substances.

Explanation: This condition is necessary to ensure that upland erosion is minimized and contained during project construction, preventing contravention of the water quality standards.

10. **No Disturbance to Vegetated Tidal Wetlands** There shall be no disturbance to vegetated tidal wetlands or protected buffer areas as a result of the permitted activities except as specifically authorized for Coastal Protective Feature (CPF) 1 as shown on the approved plans.

Water Quality Standards: 6 NYCRR 703.2: Narrative water quality standards related to turbidity, suspended solids, and other deleterious substances.

Explanation: This condition is necessary to ensure that upland erosion is minimized and contained during project construction, preventing contravention of the water quality standards.

11. **Dredging Once Per Year** Dredging shall be undertaken no more than once in any calendar year unless specifically authorized by the department.

Water Quality Standards: 6 NYCRR 703.2 – as above. 6 NYCRR 701, Classification of surface waters and identification of best usages.

Explanation: This condition is necessary to ensure that the discharge does not adversely impact water quality during sensitive fish spawning periods and contravene water quality standards or impair the waters best usages for fish propagation or fish survival.

12. **Dredged Materials on the Beach** All material deposited on the beach shall be of compatible (equal to or larger) grain size to the naturally occurring beach. If at any time during the dredging operation the composition of the dredged material changes and becomes unsuitable for beach placement, dredging operations shall cease immediately and the office of Regional Habitat - TW shall be contacted with a proposed plan to correct the problem and/or for alternative placement. No further activity will commence without the department's approval.

Water Quality Standards: 6 NYCRR 703.2: Narrative water quality standards related to turbidity, suspended solids, and other deleterious substances.

Explanation: This condition is necessary to ensure that the project does not violate water quality standards related to turbidity.

13. Dredged Depth Survey Within 90 days of completion of the dredging operation, an as-dredged depth survey of the dredged area shall be submitted via email to:

Marine Habitat Protection: DEC.sm.R1MHP-BEH@dec.ny.gov

Water Quality Standards: 6 NYCRR 703.2: Narrative water quality standards related to turbidity, suspended solids, and other deleterious substances.

Explanation: This condition is necessary to ensure that the project does not violate water quality standards related to turbidity.

14. As-Built Survey for CPFs and Beaches Post Construction Topographic Surveys of CPF#1, CPF#2, Gilgo Beach, and RMSP Beach shall be submitted to the Department (Coastals@dec.ny.gov) no more than 90 days after project completion.

Water Quality Standards: 6 NYCRR 703.2: Narrative water quality standards related to turbidity, suspended solids, and other deleterious substances.

Explanation: This condition is necessary to ensure that the project does not violate water quality standards related to turbidity.

15. Storage Tanks & Fueling Fuel or other chemical storage tanks shall be contained and located at all times in an area greater than 100 feet landward of apparent high water to avoid the inadvertent leakage of deleterious substances into surface waters. or located in existing, improved locations such as paved parking lots or streets with appropriate containment to prevent contamination of the beach and surface waters. No refueling is authorized on the beach.

If the above requirement cannot be met by the permittee, then the storage areas must be designed to completely contain any and all potential leakage. Such a containment system must be approved by Department staff prior to equipment, machinery or tank storage within 100 feet of apparent high water.

Any spill of petroleum exceeding 5 gallons in quantity must be immediately reported to the NYS Oil Spill Hotline at 1-800-457-7362.

Water Quality Standards: 6 NYCRR 703.2. Narrative water quality standards related to turbidity, suspended solids, toxic substances, color, and other deleterious subtances.

Explantion: This condition is necessary to ensure that the permittee undertakes whatever additional measures are necessary, and not otherwise specified in the conditions of this permit, to prevent the contravention of water quality standards during the implemenation of the project.

16. **Storage of Equipment, Materials** The storage of construction equipment and materials shall be confined within the project work area and/or upland areas greater than 100 feet landward of apparent high water in order to avoid the inadvertent leakage of deleterious substances into surface waters.

Water Quality Standards: 6 NYCRR 608.9 Discharges prohibited without certification.

Explanation: This condition is necessary to ensure that the storage of materials and the operation of heavy equipment does not result in long-term or permanent alteration of waters, creating a discharge beyond the scope of the authorized discharge.

17. **No Equipment Staging In Dune Areas** There shall be no staging of equipment, vehicles or supplies in dune areas.

Water Quality Standards: 6 NYCRR 703.2. Narrative water quality standards related to turbidity, suspended solids, toxic substances, color, and other deleterious subtances.

Explanation: This condition is necessary to ensure eqipment used for the project will not contribute to a contravention of water quality standards during the implemenation of the project.

18. **No Construction Debris** Any debris, garbage, trash, or excess material from construction of this project, including debris and woody material from the grubbing and clearing of Coastal Protective Features (CPFs) 1 and 2, shall be completely removed from the beach and taken to an appropriate approved upland area for disposal. No debris is permitted on the dunes, beach, or in the water.

Water Quality Standards: 6 NYCRR 703.2: Narrative water quality standards for turbidity, suspended solids, toxic substances and other deleterious substances.

Explanation: This condition is necessary to ensure that various materials which can be harmful or toxic to aquatic life, are properly contained during project construction, preventing the contravention of the water quality standards.

19. **No Disturbance To Vegetated Dune Areas** There shall be no disturbance to vegetated dune areas except as specifically authorized for Coastal Protective Feature (CPF) 1 as shown on the approved plans.

Water Quality Standards: 6 NYCRR 703.2: Narrative water quality standards for turbidity, suspended solids, and other deleterious substances.

Explanation: This condition is necessary to ensure that upland erosion is minimized after construction is completed, preventing contravention of the water quality standards.

20. **Restore Any Areas Disturbed By Construction** Any areas of beach or dune disturbed during the construction of the activities authorized herein, such as the installation, relocation and removal of dredged material discharge pipes and booster pumps, and the operation of staging areas must be restored to pre-project conditions upon completion of work.

Water Quality Standards: 6 NYCRR 703.2: Narrative water quality standards for turbidity, suspended solids, and other deleterious substances.

Explanation: This condition is necessary to ensure that upland erosion is minimized after construction is completed, preventing contravention of the water quality standards.

21. **Grade Completed Beach Smooth** Upon completion of the project, the permittee shall grade the beach nourishment area as necessary to remove wheel ruts, tire tracks, or any mounds, ridges or holes in excess of 6 inches above or below the finished beach surface.

The grade of the finished beach must be suitable to support the nesting of piping plovers and least terns.

Water Quality Standards: 6 NYCRR 701.2 through 701.8 states that New York fresh surface waters shall be suitable for fish, shellfish and wildlife propagation and survival; 6 NYCRR 701.9 states that New York fresh surface waters shall be suitable for fish, shellfish and wildlife survival; 6 NYCRR 182 Regulations prohibiting the take of state-listed endangered or threatened species; 19 NYCRR § 602.5 Significant Coastal Fish and Wildlife Habitats made under the authority granted to New York State to implement elements of the federal Coastal Zone Management Act of 1972.

Explanation: This condition is necessary to ensure that activities undertaken within designated significant coastal fish and wildlife habitats fully identify the natural resources within the project area and develop site-specific plans and methods for the minimization and control of discharges affecting water quality and wildlife. The condition is necessary to ensure that discharges do not contravene state water quality standards, that best usages are maintained, waters remain suitable for fish, shellfish, and wildlife survival and any activities authorized do not “take” any aquatic or aquatic-dependent state listed endangered or threatened species or its habitat.

22. **Tidal Connection to Bay CPF 1** With the exception of the initial construction event, the tidal connection of the Pond to the Bay in CPF 1 shall have the flow evaluated by the Monitoring and Adaptive Management Plan (MAMP) Team, and re-established as necessary to ensure the pond remains connected to tidal waters throughout the term of this WQC.

Water Quality Standards: 6 NYCRR 701, Classification of surface waters and identification of best usages.

Explanation: This condition is necessary to ensure that the flow of water is maintained during and after construction, to sustain aquatic life and maintain the waters’ best usages for survival of fish and aquatic organisms.

23. **No-Disturbance Buffer in CPF1** A no disturbance buffer shall be established immediately adjacent to and extending 150 west of the 4x4 Access Road which runs north/south along the east side of the Democrat Point jetty. The buffer shall begin at the southern entrance of the 4x4 Access Road and extend 1670 feet north. This buffer area is not intended to impede work associated with shallowing/ filling of the open water pond or its connection to tidal waters.

Water Quality Standards: 6 NYCRR 703.2: Narrative water quality standards for turbidity, suspended solids, and other deleterious substances.

Explanation: This condition is necessary to ensure that upland erosion is minimized and contained during project construction, preventing contravention of the water quality standards.

24. **Stockpile Elevation CPF 2** The relocated eastern stockpile in CPF 2 shall have a maximum slope of 1V:3H and a maximum elevation of 12.0' NAVD88.

Water Quality Standards: 6 NYCRR 703.2, Narrative Water Quality Standards related to turbidity, suspended solids, toxic substances, color, and other deleterious substances.

Explanation: This condition is necessary to ensure that erosion from stockpiled materials is minimized and contained during project construction, preventing contravention of the water quality standards.

25. **Stockpiles** Dredged material shall be pumped and placed directly on the receiving beach. There shall be no stockpiling or temporary storage of dredged materials for longer than 48 hrs.

Water Quality Standards: 6 NYCRR 703.2, Narrative Water Quality Standards related to turbidity, suspended solids, toxic substances, color, and other deleterious substances.

Explanation: This condition is necessary to ensure that erosion from stockpiled materials is minimized and contained during project construction, preventing contravention of the water quality standards.

26. **Precautions Against Contamination of Waters** 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.

27. **Precaution Against Contamination of Waters** 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.

Water Quality Standards: 6 NYCRR 703.2. Narrative water quality standards related to turbidity,suspended solids, toxic substances, color, and other deleterious subtances.

Explantation: This condition is necessary to ensure that the permittee undertakes whatever additional measures are necessary, and not otherwise specified in the conditions of this permit, to prevent the contravention of water quality standards during the implemenation of the project.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. **Water Quality Certification** The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

2. **Water Quality Certification** The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

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.

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.

3. **Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit 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. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY11790 -3409

4. **Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Water Quality Certification.

5. **Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

a. materially false or inaccurate statements in the permit application or supporting papers;

b. failure by the permittee to comply with any terms or conditions of the permit;

c. exceeding the scope of the project as described in the permit application;

d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;

e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. **Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification
The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

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.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 1
SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790
P: (631) 444-0365 I F: (631) 444-0360
www.dec.ny.gov

PERMIT MODIFICATION

July 25, 2023

Via Email Only

Peter Weppler, Chief
Environmental Analysis Branch
U.S. Army Corps of Engineers – Planning
26 Federal Plaza – Room 2151
New York NY 10278 0090

Re: DEC Permit #: 1-4799-00134/00001
Water Quality Certification (WQC)
FIMP – Contract 1:
Fire island Inlet, Robert Moses S.P., Gilgo Beach

Dear Mr. Weppler:

The New York State Department of Environmental Conservation (DEC) has completed its review of the request received July 21, 2023 to modify the above referenced Water Quality Certification (WQC) to allow maintenance dredging of the Fire Island Inlet Federal Navigation Channel and deposition basin (maximum depth -16+ 2 Feet MLW) with subsequent placement of approximately 1,260,000 cubic yards of dredged material on the designated feeder beach (Gilgo) west of the inlet. This dredging is requested to alleviate shoaling conditions in order to provide safe navigation of the inlet channel.

These activities require limited relief from WQC Special condition # 11 which currently prohibits dredging more than once in any calendar year unless specifically authorized by the department, and the proposed dredging would be the second dredging event in calendar year 2023. Pursuant to additional correspondence and discussion provided by the U.S. Army Corps of Engineers on July 20 and 21, 2023, DEC has hereby approved this request, and in accordance with the Uniform Procedures Regulations (6NYCRR Part 621) a second dredging event as described above is authorized on a one-time-only basis for calendar year 2023.

This letter is a modification to the original permit and must be available at the job site whenever authorized work is in progress.

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

Sincerely,

Kevin Kispert
Permit Administrator

File/ Enclosures
cc via e-mail: NYSDEC Review Team
NYSOPRHP, NYSDOS-Coastal Review

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

PERMIT

Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
TOWN OF BABYLON
200 E SUNRISE HWY
LINDENHURST, NY 11757-2512
(631) 957-3161

Facility:
OVERLOOK BEACH
200 OCEAN PARKWAY|SCTM 100-236-2-1
BABYLON, NY 11703

Facility Location: in BABYLON in SUFFOLK COUNTY
Facility Principal Reference Point: NYTM-E: 640.869 NYTM-N: 4499.244
Latitude: 40°37'55.3" Longitude: 73°20'03.4"
Authorized Activity: Hydraulically maintenance dredge the federal navigation channel, and deposition basin of Fire Island Inlet and pump the resulting 50,000 cubic yards of material to Overlook Beach for recreation and erosion control. Fill will be placed to achieve a beach with a top elevation of +9.0' NAVD88 fronted by a 1:13 slope to closure.

The Placement Area is depicted on the attached 4 sheet set of drawings titled 'Overlook Beach Overall Plan"(OP-1) & "Overlook Beach Cross Sections" (CS-1,CS-2, &CS-3) prepared by Nelson and Pope dated January 2019 stamped "NYSDEC Approved 7-30-2021.

The Borrow Area is depicted on the attached 2 sheet set of drawings titled "Town of Babylon Overlook Beach Erosion Control and Navigation Project" prepared by the Town of Babylon dated March 2019 stamped "NYSDEC Approved7-30-2021.

Permit Authorizations

Tidal Wetlands - Under Article 25
Permit ID 1-4720-03981/00011
New Permit Effective Date: 7/30/2021 Expiration Date: 5/27/2031
Excavation & Fill in Navigable Waters - Under Article 15, Title 5
Permit ID 1-4720-03981/00012
New Permit Effective Date: 7/30/2021 Expiration Date: 5/27/2031
Water Quality Certification - Under Section 401 - Clean Water Act
Permit ID 1-4720-03981/00013
New Permit Effective Date: 7/31/2021 Expiration Date: 5/27/2031

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: SUSAN ACKERMAN, Regional Permit Administrator
Address: NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY 11790 -3409

Authorized Signature: _____ Date 7/30/2021

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: TIDAL WETLANDS; EXCAVATION & FILL IN NAVIGABLE WATERS; WATER QUALITY CERTIFICATION

1. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by the permittee or their representative(s) and are identified in speical condition 2. .

2. **Conformance With Plans List** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans include the following:

Four sheet set of drawings titled 'Overlook Beach Overall Plan"(OP-1) & "Overlook Beach Cross Sections" (CS-1,CS-2, &CS-3) prepared by Nelson and Pope dated January 2019 stamped "NYSDEC Approved 7/30/2021

Two sheet set of drawings titled "Town of Babylon Overlook Beach Erosion Control and Navigation Project" prepared by the Town of Babylon dated March 2019 stamped "NYSDEC Approved 7/30/2021.

3. Notice of Commencement and Completion At least 48 hours prior to commencement of each dredge event for 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. With the exception of the initial dredge event, the notification must also include including an updated site plan specifying the disposal site.

Within 30 days of completion of each dredge and deposition cycle of the project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work and a statement of the amount of material dredged and amount of material deposited at the approved disposal site. Notice and materials shall be submitted via email to:

Marine Habitat Protection: DEC.sm.R1MHP-BEH@dec.ny.gov
Coastal Erosion Management: Coastals@dec.ny.gov and eric.star@dec.ny.gov
Wildlife: Wildlife.r1@dec.ny.gov and Michelle.gibbons@dec.ny.gov

4. Post Permit Sign The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather

5. Activity Restriction Windows For In-Water Work

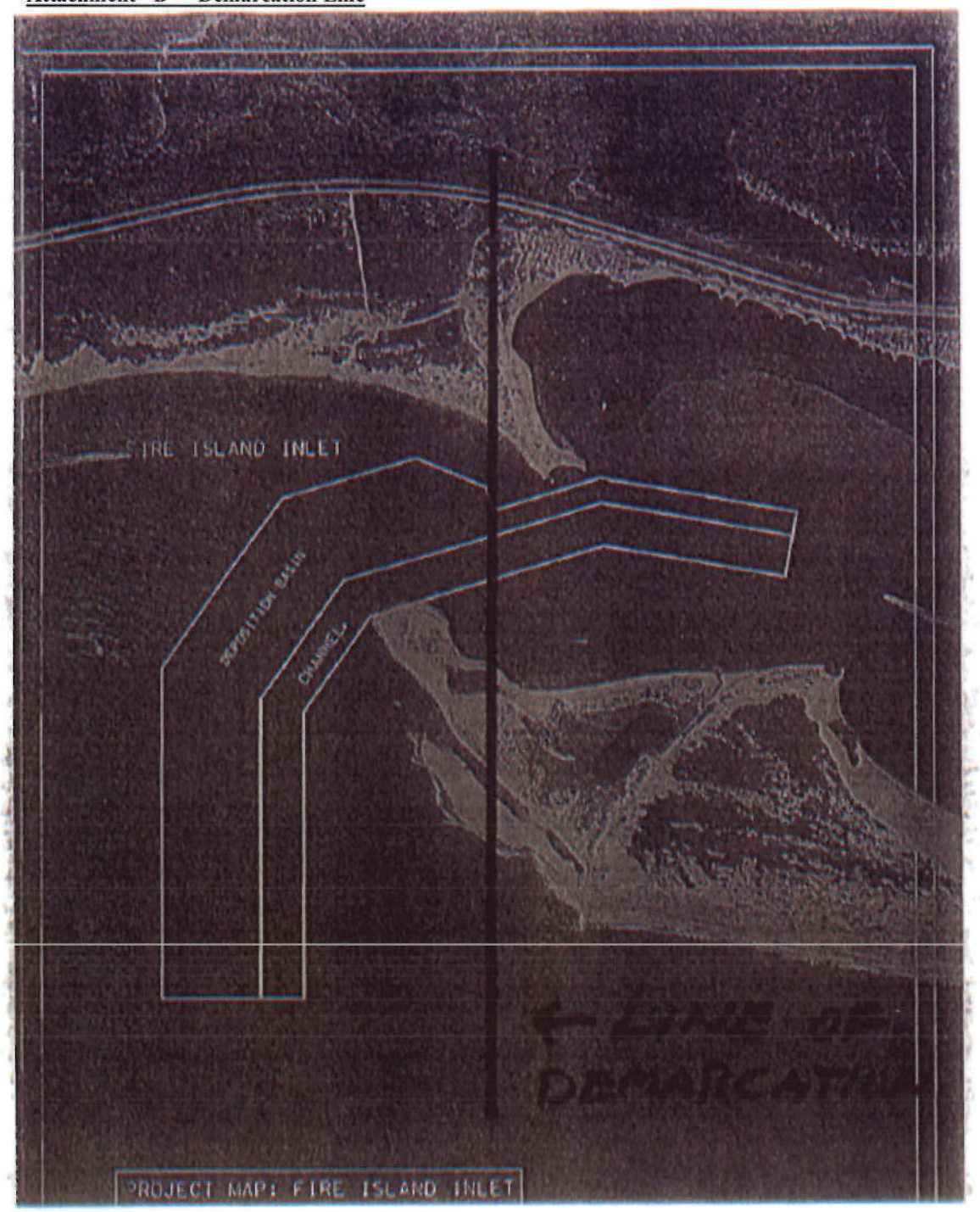
Dredging and other in-water work authorized by this permit is prohibited between the dates listed below for the respective species in areas as shown on Attachment "A" - Activity Restriction Windows". Reference to areas inside or outside of the Sore Thumb peninsula in Fire Island Inlet is illustrated by Attachment "B" "Line of Demarcation". Areas west of the line are outside, areas east of the line are inside.

Activity Window Restrictions:
Piping Plover & Least Terns: April 1 to August 31 inclusive
Finfish & Shellfish: June 1 to September Inclusive
Horseshow Crab: April15 to July 15 Inclusive
Winter Flounder: January 1 to May 31 Inclusive
Atlantic Sturgeon: April 15 to June 30, September 15 to November 15 Inclusive

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 1-4720-03981
Attachment "A"- Activity Window Restrictions

	January	February	March	April	May	June	July	August	September	October	November	Decemi
sand placement on Overlook Beach				All sand placement on Overlook Beach is closed due to Piping Plover and Least Terns 4/1 to 8/31								
Dredging the navigation channel and associated deposition basins inside the sore thumb	Dredging the navigation channel inside the sore thumb is closed due to Winter Flounder from January 1 to May 31			Dredging the navigation channel inside the sore thumb is closed due to Horseshoe Crab April 15 to July 15		Dredging the navigation channel inside the sore thumb is closed due to Finfish and Shellfish June 1 to September 30						
Dredging the Navigation and associated deposition basins Channel OUTSIDE sore thumb				Dredging the Navigation Channel OUTSIDE sore thumb closed due to Sturgeon April 15 to June 30		Dredging the navigation channel OUTSIDE the sore thumb is closed due to Finfish and Shellfish June 1 to September 30			Dredging the Navigation Channel OUTSIDE sore thumb closed Sturgeon Sept 15 to November 15			
Dredging the EBB SHOAL IN DEPTHS <10 meters				Dredging the EBB SHOAL IN DEPTHS <10 meters closed due to Sturgeon April 15 to June 30		Dredging the EBB SHOAL IN DEPTHS <10 meters is closed due to Finfish and Shellfish June 1 to September 30			Dredging the EBB SHOAL IN DEPTHS <10 meters closed Sturgeon Sept 15 to November 15			

Attachment "B" - Demarcation Line



6. **Activity Restriction Windows For Beach Work** On-beach work/disturbance , including but not limited to, the deposition of dredged material, the grading/movement of material to shape the beach berm, mobilization and demobilization activities, and the operation of construction equipment and vehicles, is prohibited between the dates April 1 and August 31 inclusive of each year as listed in Attachment "A" Activity Window Restrictions" in order to protect the reproductive activities of beach nesting shorebirds listed as endangered or threatened. Should an unavoidable need arise to conduct authorized on-beach activities during the April through August restriction period, the permittee shall notify the Department (michelle.gibbons@dec.ny.gov; kevin.kispert@dec.ny.gov) at least 15 days before the work is scheduled to start and provide for DEC approval a written plan outlining how the work will be conducted to avoid negative impacts to the species.

7. **Leave a Uniform Bottom Elevation** All dredging shall be conducted so as to leave a uniform bottom elevation free of mounds or holes.

8. **Grade Channel Side Slopes** All side slopes of the dredge channel will have a maximum of 1:3 slope.

9. **Properly Locate & Position Dredged Material Discharge Pipe** The dredged material discharge pipe shall be located and positioned to prevent the scouring or damage of dunes and to prevent the direct placement of material seaward of the line of spring high water. A diffuser shall be attached to the end of the discharge pipe.

10. **No Disturbance to Vegetated Tidal Wetlands** There shall be no disturbance to vegetated tidal wetlands or protected buffer areas as a result of the permitted activities except as specifically authorized for Coastal Protective Feature (CPF) 1 as shown on the approved plans.

11. **Dredging Once Per Year** Dredging shall be undertaken no more than once in any calendar year unless specifically authorized by the department.

12. **Dredged Materials on the Beach** All material deposited on the beach shall be of compatible (equal to or larger) grain size to the naturally occurring beach. If at any time during the dredging operation the composition of the dredged material changes and becomes unsuitable for beach placement, dredging operations shall cease immediately and the office of Regional Habitat - TW shall be contacted with a proposed plan to correct the problem and/or for alternative placement. No further activity will commence without the department's approval.

13. **Dredged Depth Survey** Within 90 days of completion of the dredging operation, an as-dredged depth survey of the dredged area shall be submitted via email to:
Marine Habitat Protection:DEC.sm.R1MHP-BEH@dec.ny.gov

14. As-Built Survey for Beaches Post Construction Topographic Surveys of Overlook Beach shall be submitted to the Department (Coastals@dec.ny.gov) no more than 90 days after project completion.

15. Storage Tanks & Fueling Fuel or other chemical storage tanks shall be contained and located at all times in an area greater than 100 feet landward of apparent high water to avoid the inadvertent leakage of deleterious substances into surface waters. or located in existing, improved locations such as paved parking lots or streets with appropriate containment to prevent contamination of the beach and surface waters. No refueling is authorized on the beach. If the above requirement cannot be met by the permittee, then the storage areas must be designed to completely contain any and all potential leakage. Such a containment system must be approved by Department staff prior to equipment, machinery or tank storage within 100 feet of apparent high water. Any spill of petroleum exceeding 5 gallons in quantity must be immediately reported to the NYS Oil Spill Hotline at 1-800-457-7362.

16. No Equipment Staging In Dune Areas There shall be no staging of equipment, vehicles or supplies in dune areas.

17. No Construction Debris Any debris, garbage, trash, or excess material from construction of this project, including debris and woody material from the grubbing and clearing of Coastal Protective Features (CPFs) 1 and 2, shall be completely removed from the beach and taken to an appropriate approved upland area for disposal. No debris is permitted on the dunes, beach, or in the water.

18. No Disturbance To Vegetated Dune Areas There shall be no disturbance to vegetated dune areas except as specifically authorized for Coastal Protective Feature (CPF) 1 as shown on the approved plans.

19. Restore Any Areas Disturbed By Construction Any areas of beach or dune disturbed during the construction of the activities authorized herein, such as the installation, relocation and removal of dredged material discharge pipes and booster pumps, and the operation of staging areas must be restored to pre-project conditions upon completion of work.

20. Grade Completed Beach Smooth Upon completion of the project, the permittee shall grade the beach nourishment area as necessary to remove wheel ruts, tire tracks, or any mounds, ridges or holes in excess of 6 inches above or below the finished beach surface. The grade of the finished beach must be suitable to support the nesting of piping plovers and least terns.

21. No Interference With Navigation There shall be no unreasonable interference with navigation by the work herein authorized.

22. **State Not Liable for Damage** 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.

23. **State May Order Removal or Alteration of Work** 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.

24. **State May Require Site Restoration** 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 lawfully 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.

25. **Precautions Against Contamination of Waters** 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.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. **Water Quality Certification** The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

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.

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.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit 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. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY11790 -3409

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Tidal Wetlands, Water Quality Certification.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

a. materially false or inaccurate statements in the permit application or supporting papers;

b. failure by the permittee to comply with any terms or conditions of the permit;

c. exceeding the scope of the project as described in the permit application;

d. newly discovered material information or a material change in environmental conditions,

relevant technology or applicable law or regulations since the issuance of the existing permit;

e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. **Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification
The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

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.

NOTICE OF COMMENCEMENT OF CONSTRUCTION

RETURN THIS FORM TO: COMPLIANCE
Marine Habitat Protection
NYSDEC
50 Circle Road SUNY@ Stony Brook
Stony Brook, NY 11790-3409

OR FAX TO: 631-444-0272
E-Mail: dec.sm.R1MHP_BEH@dec.ny.gov

PERMIT NUMBER:_____ EXPIRATION DATE:_____

PERMITTEE NAME & PROJECT ADDRESS: _____

_____

CONTRACTOR NAME & ADDRESS:_____

_____TELEPHONE: _____

Dear Sir:
Pursuant to **special conditions** of the referenced permit, you are hereby notified that the authorized activity shall commence on _____ _____. We certify that we have read the referenced permit and approved plans and fully understand the authorized project and all permit conditions. We have inspected the project site and can complete the project as described in the permit and as depicted on the approved plans. We can do so in full compliance with all plan notes and permit conditions. The permit, permit sign, and approved plans will be available at the site for inspection in accordance with general Condition No. 1. **(Both signatures required)**

PERMITEE: _____ DATE _____

CONTRACTOR:_____ DATE _____

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

Cut along this line X X X X X X X

NOTICE OF COMPLETION OF CONSTRUCTION

RETURN THIS FORM TO: COMPLIANCE
Marine Habitat Protection
NYSDEC
50 Circle Road SUNY@ Stony Brook
Stony Brook, NY 11790-3409

OR FAX TO: 631-444-0272
E-Mail: dec.sm.R1MHP_BEH@dec.ny.gov

PERMIT NUMBER: _____ EXPIRATION DATE: _____

PERMITTEE NAME & PROJECT ADDRESS: _____

_____

CONTRACTOR NAME & ADDRESS: _____

_____TELEPHONE:_____

Pursuant to **special conditions** of the referenced permit, you are hereby notified that the authorized activity was completed on _____. We have fully complied with the terms and conditions of the permit and approved plans. **(Both signatures required)**

PERMITEE: _____ DATE:_____

CONTRACTOR:_____ DATE:_____

*THIS NOTICE, WITH PHOTOGRAPHS OF THE COMPLETED WORK AND/OR A COMPLETED SURVEY, AS APPROPRIATE, **MUST BE SENT TO THE ABOVE ADDRESS WITHIN 30 DAYS OF COMPLETION OF THE PROJECT.***

NEW YORK
STATE OF
OPPORTUNITY.

Department of
Environmental
Conservation

NOTICE

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

Regional Permit Administrator

SUSAN ACKERMAN
NYSDEC - ENV. PERMITS
SUNY@STONY BROOK
50 CIRCLE ROAD
STONY BROOK, NY 11790-3409

Permit Number 1-4720-03981/00011

Expiration Date 5/27/31

NOTE: This notice is **NOT** a permit

Department of Environmental Conservation

KATHY HOCHUL
Governor

AMANDA LEFTON
Commissioner

PERMIT MODIFICATION

June 5, 2026

Via Email Only

Michael J. Oseback, Chief
Operations Support Branch
U.S. Army Corps of Engineers – Planning
26 Federal Plaza – Room 2151
New York NY 10278-0090

Re: DEC Permit #: 1-4799-00134/00001
Water Quality Certification (WQC)
FIMP – Contract 1
Fire island Inlet, Robert Moses S.P., Gilgo Beach

Dear Mr. Oseback:

The New York State Department of Environmental Conservation (DEC) has completed its review of the request received May 5, 2026 to modify the above referenced Water Quality Certification (WQC) in order to extend the work window to exercise all the options in the contract to increase the total placement quantity of sand to 1,600,000 cubic yards. This is an increase of 100,000 cubic yards of sand from the previous contract, and is in response to significant erosion in the project area and the corresponding need to protect vital infrastructure. The modification request is for limited relief from WQC Special condition # 5 which currently holds restrictions for various regulated activities north and south of the "demarcation line" on the approved plans, and for a relocation of that line.

Pursuant to additional correspondence and discussion provided by the U.S. Army Corps of Engineers on February 10, 2026 and May 21, 2026, DEC has hereby approved this request for the 2026 – 2027 dredge event only, and in accordance with the Uniform Procedures Regulations (6NYCRR Part 621) authorizes the relocation of the "demarcation line", and authorizes in-water work (specifically, mobilization of the submerged pipeline) for the area north of the new demarcation line to commence on September 8, 2026, with dredging to commence on September 21, 2026 and continue south but not to pass south of the new demarcation line until December 1, with conclusion of all dredging by March 31. All work must be done as shown on the attached plans prepared by the USACE NY District, sheets 2 – 5 of 36, all stamped "NYSDEC Approved on 6/5/2026.

The following additional special condition applies.

Dredging south of the new demarcation line shown on the plans approved on 6/4/2026 is prohibited until December 1, 2026.

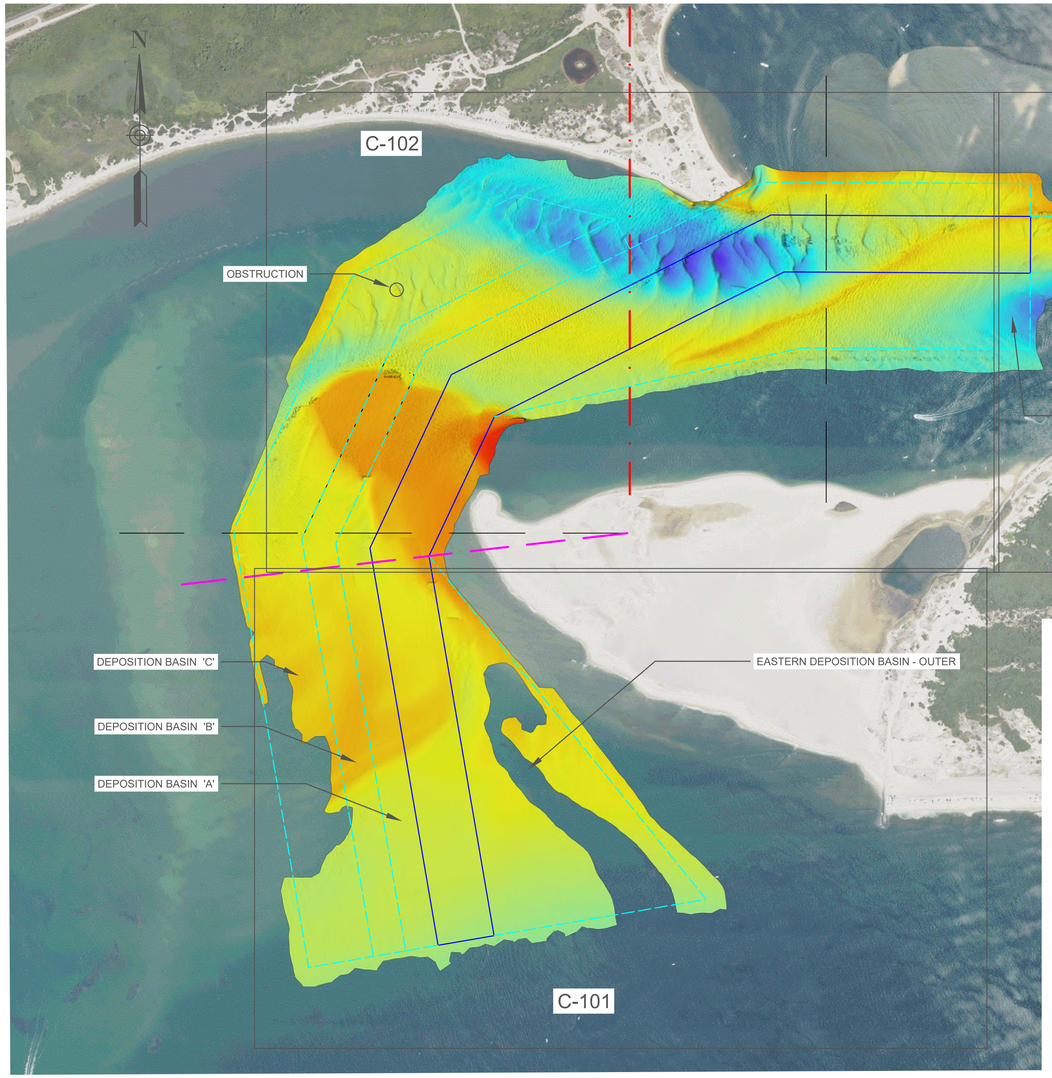
This letter is a modification to the original permit and must be available at the job site whenever authorized work is in progress.

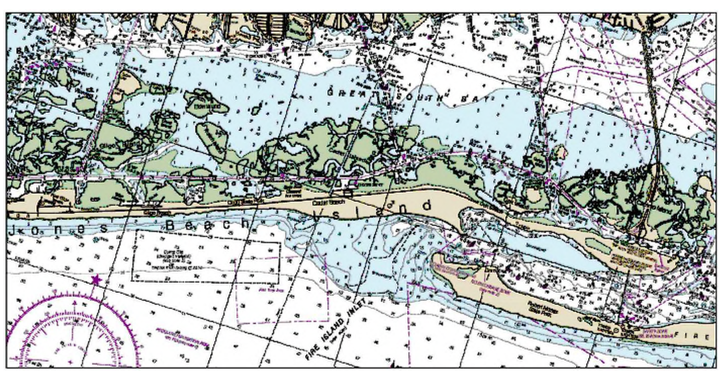
All other terms and conditions remain as written in the original permit.

Sincerely,

Kevin Kispert
Permit Administrator

File/ Enclosures
cc via e-mail: NYSDEC Review Team
NYSOPRHP, NYSDOS-Coastal Review

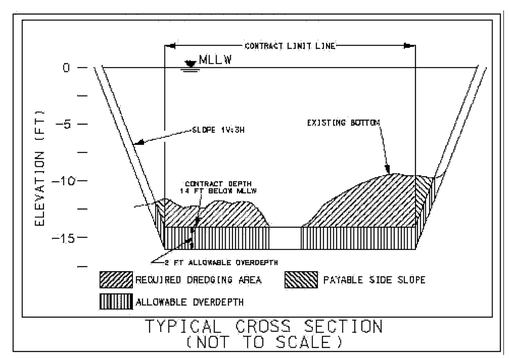




REFERENCE NOAA CHART 12352 PAGE E

PROJECT SPECIFIC NOTES:

-THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS THE GENERAL CONDITIONS EXISTING AT THAT TIME.
-THE SOUNDINGS ON THIS MAP MEET EM 1110-2-1003 ACCURACY STANDARDS.
-THIS MAP IS CEPD COMPLIANT IN ACCORDANCE WITH ER 1110-2-8160 AND EM 1110-2-6056.
-COORDINATES REFER TO US STATE PLANE COORDINATE SYSTEM NAD 1983, LONG ISLAND LAMBERT - ZONE 3104, US SURVEY FEET.
-SOUNDINGS ON THIS MAP REFER TO THE PLANE OF MEAN LOWER LOW WATER (MLLW) [EPOCH 1983-2001].
-MEAN LOWER LOW WATER IS 1.8-2.4 FEET BELOW NAVD88 AS DETERMINED USING VDATUM (VER. 4.6.1).
-SOUNDINGS DEPICTED ON THIS MAP ARE BASED ON A 5'x 5' MEDIAN CELL, SORTED TO A 60' INTERVAL.
-CONTOURS ON THIS MAP WERE GENERATED USING THE 5'x 5' DATA SET.
-THE DATA DEPICTED ON THIS MAP SHOULD NOT BE USED FOR VOLUME CALCULATION PURPOSES.
-AERIAL IMAGERY PROVIDED BY NOAA DIGITAL COAST 2022 AND IS FOR ORIENTATION PURPOSES ONLY.
-THIS SURVEY WAS PERFORMED USING REAL TIME KINEMATIC GPS FROM STATION " RTK RM F3".



TYPICAL CROSS SECTION
(NOT TO SCALE)

CHANNEL COORDINATES - STATE PLANE NAD9183		
POINT	NORTH	EAST
1	170,048.9090	1,178,289.1830
2	170,059.1170	1,176,339.0540
3	168,912.8810	1,174,044.0300
4	167,809.6260	1,173,526.4220
5	164,803.4830	1,174,041.8020
6	164,727.4450	1,173,598.2720
7	167,872.8460	1,173,059.0180
8	169,245.5740	1,173,703.0500
9	170,509.6750	1,176,233.6480
10	170,498.9040	1,178,291.0150

GILGO BEACH PLACEMENT FIRST AND LAST - SPCS NAD1983		
00.00	162,385.2550	1,144,475.9010
180+35.17	168,746.67	1,161,346.0300

EASTERN DEPOSITION BASIN OUTER - SPCS NAD1983		
5A	165,091.3370	1,175,720.8240
4	167,809.6260	1,173,526.4240

EASTERN DEPOSITION BASIN INNER - SPCS NAD1983		
27	169,449.2637	1,178,286.7854
26	169,456.5640	1,176,475.0860
3	168,912.8810	1,174,044.0300

DEPOSITION BASIN C - SPCS NAD1983		
24	164,551.7128	1,172,573.2265
23	168,018.9541	1,171,978.7956
22	170,014.4639	1,172,915.0136
21	170,668.9840	1,174,225.2930
20	170,474.7030	1,175,000.0000

DEPOSITION BASIN B - SPCS NAD1983		
20	170,474.7030	1,175,000.0000
19	169,630.0190	1,173,309.0320
18	167,945.9000	1,172,518.9070
17	164,639.5770	1,173,085.7500

DEPOSITION BASIN A - SPCS NAD1983		
16	164,683.5110	1,173,342.0110
15	167,909.3730	1,172,788.9620
14	169,437.7970	1,173,506.0410
13	170,242.1080	1,175,116.1870
12	170769.9960	1,176,172.9650
11	170,758.9020	1,178,292.0740

LEGEND

- Area 1
- Area 2
- NAV. AID
- ORIGINAL DEMARCATION LINE
- NEW DEMARCATION LINE
- -14 FT MLLW COUNTOURS

NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF

PERMIT NO: 1-4799-00134/00001
DATE: 6/5/2026

US Army Corps of Engineers®

MARK	DESCRIPTION	DATE

ISSUE DATE: MAY 2026
ISSUE DATE: W912DS-26-B-A015
ISSUE DATE: W912DS-26-C-A####
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DESIGNED BY: R. FALLARME
DRAWN BY: R. FALLARME
CHECKED BY: D. GRIFFIN
SUBMITTED BY: M. OSEBACK
SIZE: ANSI D

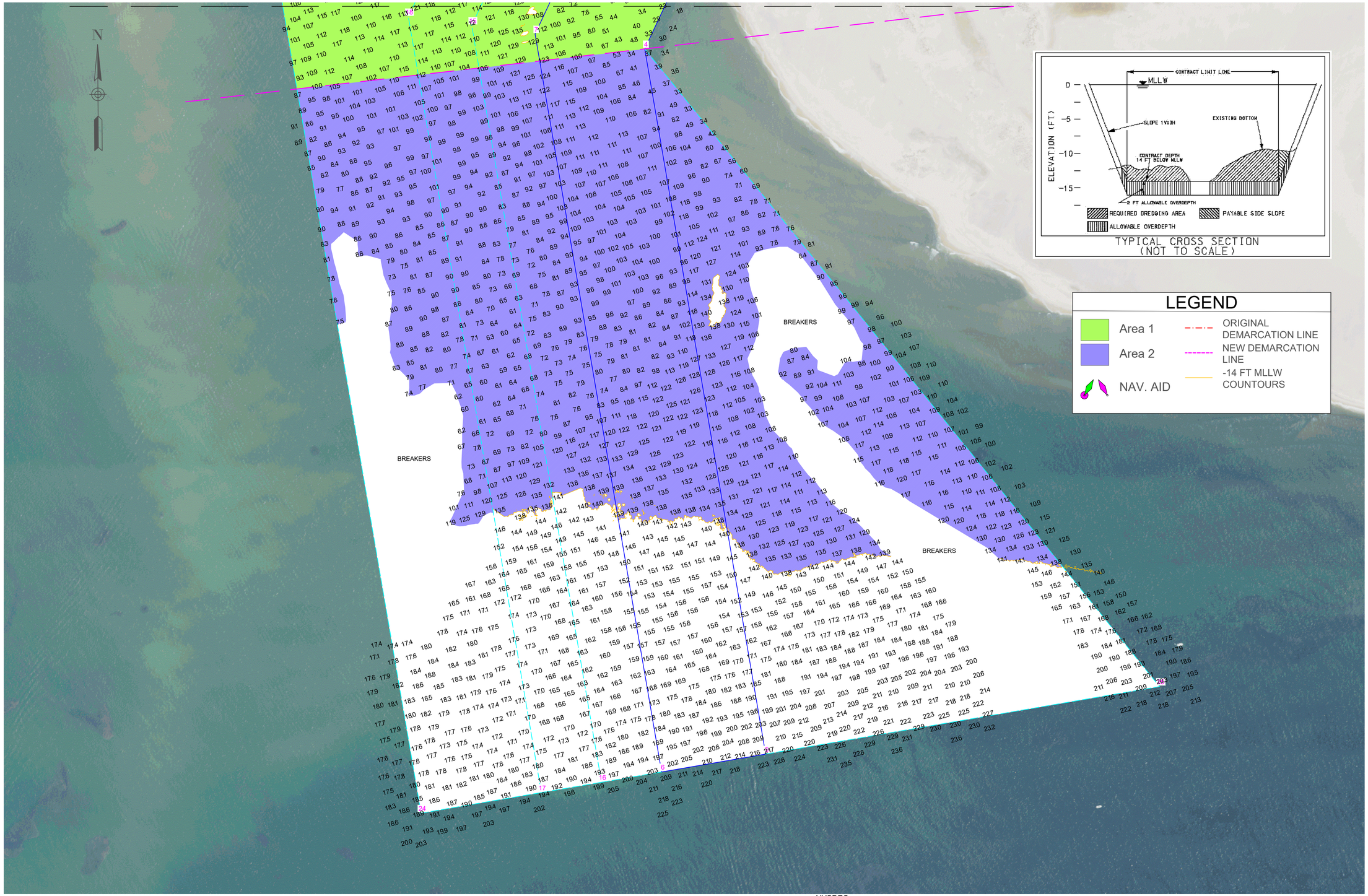
U.S. ARMY CORPS OF ENGINEERS
NEW YORK DISTRICT
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278

OPERATIONS DIVISION
SUPPORT BRANCH
CENAN-OP-S

MAINTENANCE DREDGING
FIRE ISLAND AND SHORES WESTERLY TO JONES INLET
NEW YORK BEACH EROSION CONTROL AND NAVIGATION PROJECT

FEDERAL NAVIGATION CHANNEL LIMITS, GENERAL NOTES, AND TYPICAL CROSS SECTION

Sheet ID
2 of 36
G-101



NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF

PERMIT NO 1-4799-00134/00001
DATE: 6/3/2026

*FOR PROJECT SPECIFIC NOTES AND CONTROL REFER TO G-101

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MARK	DESCRIPTION	DATE

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DRAWN BY: R. FALLARME
CHECKED BY: D. GRIFFIN
SUBMITTED BY: M. OSEBACK
SIZE: ANSI D
ISSUE DATE: MAY 2026
ISSUE DATE: W912DS-26-B-A015
ISSUE DATE: W912DS-26-C-A####
ISSUE DATE: FIUM26

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NEW YORK DISTRICT
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NEW YORK, NEW YORK 10278

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MAINTENANCE DREDGING
FIRE ISLAND AND SHORES WESTERLY TO JONES INLET
NEW YORK BEACH EROSION CONTROL AND NAVIGATION PROJECT

DREDGING AREA AND SOUNDING MAP

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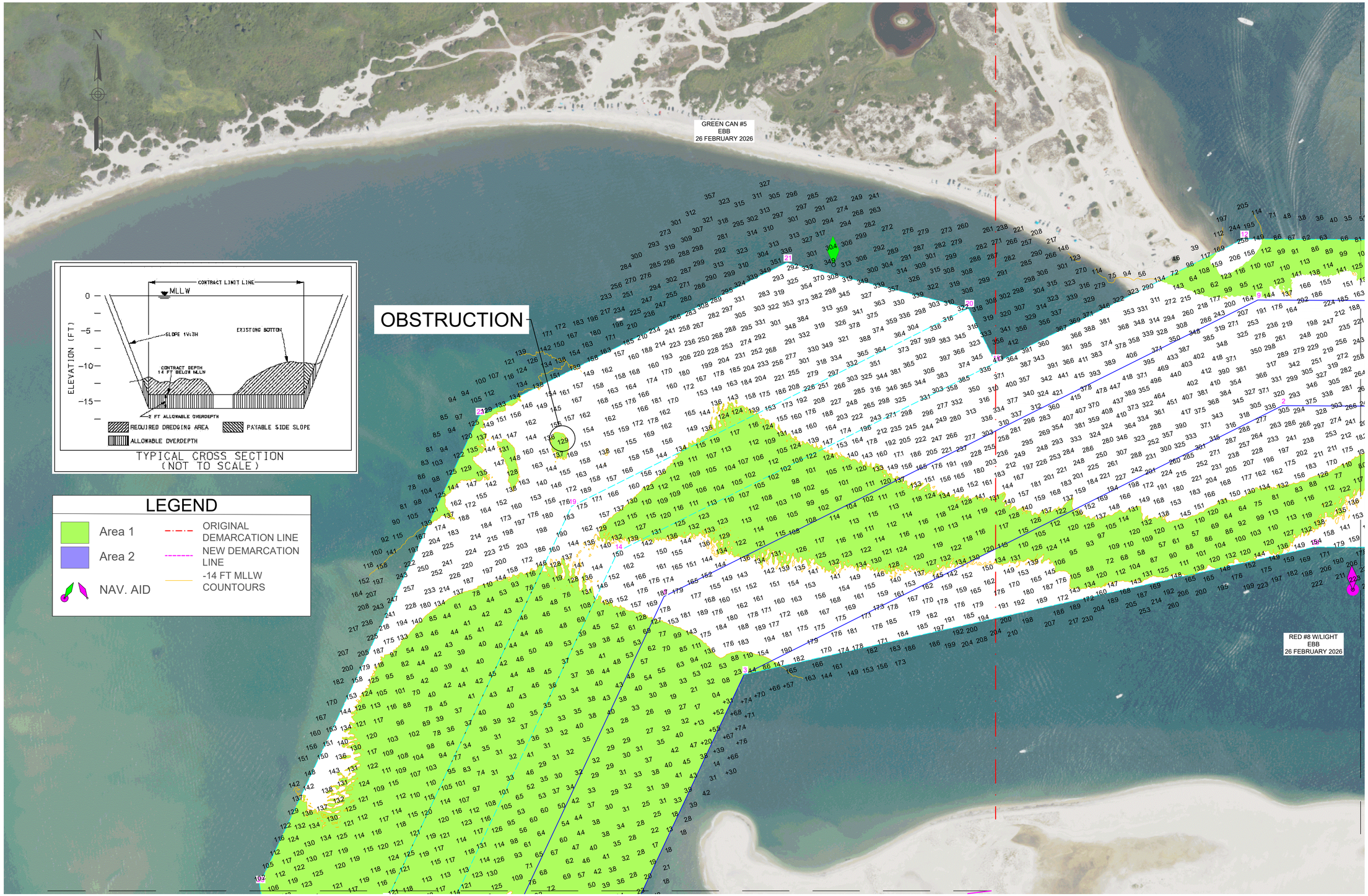
C-101



NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF

PERMIT NO: 1-4799-00134/00001

DATE: 6/5/2026

*FOR PROJECT SPECIFIC NOTES AND CONTROL REFER TO G-101

US Army Corps of Engineers®

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ISSUE DATE: W912DS-26-C-A###
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DESIGNED BY: R. FALLARME
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SIZE: ANSI D

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NEW YORK DISTRICT
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278

OPERATIONS DIVISION
SUPPORT BRANCH
CENAN-OP-S

MAINTENANCE DREDGING
FIRE ISLAND AND SHORES WESTERLY TO JONES INLET
NEW YORK BEACH EROSION CONTROL AND NAVIGATION PROJECT

DREDGING AREA AND SOUNDING MAP

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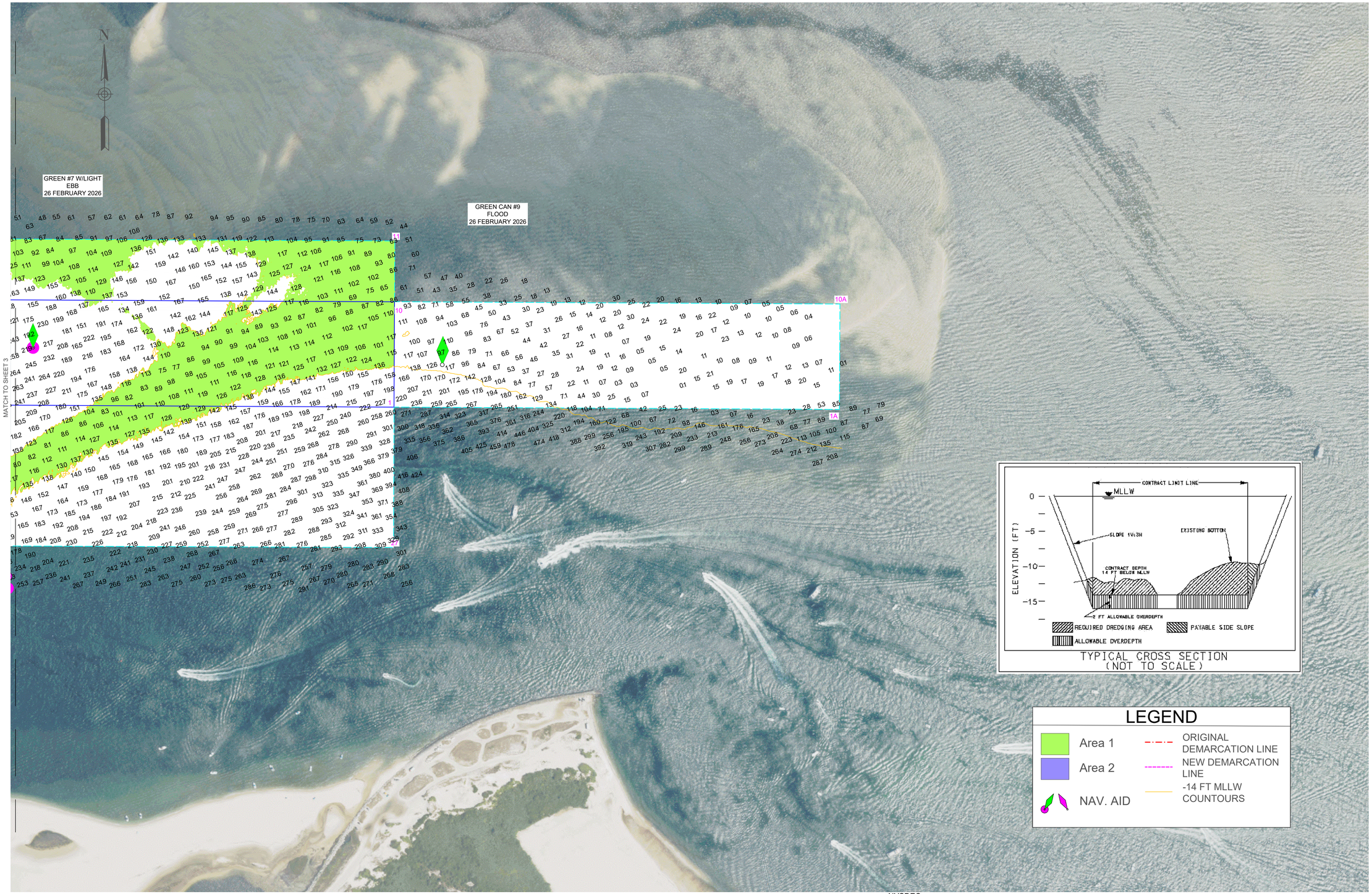
C-102



NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF

PERMIT NO: 1-4799-00134/00001
DATE: 6/5/2026

*FOR PROJECT SPECIFIC NOTES AND CONTROL REFER TO G-101

US Army Corps of Engineers®

MARK	DESCRIPTION	DATE

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ISSUE DATE: MAY 2026
DRAWN BY: R. FALLARME
ISSUE DATE: W912DS-26-B-A015
CHECKED BY: D. GRIFFIN
ISSUE DATE: W912DS-26-C-A####
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SIZE: ANSI D

U.S. ARMY CORPS OF ENGINEERS
NEW YORK DISTRICT
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278

OPERATIONS DIVISION
SUPPORT BRANCH
CENAN-OP-S

MAINTENANCE DREDGING
FIRE ISLAND AND SHORES WESTERLY TO JONES INLET
NEW YORK BEACH EROSION CONTROL AND NAVIGATION PROJECT

DREDGING AREA AND SOUNDING MAP

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SECTION 00 90 02

WATER QUALITY CERTIFICATE
02/09

PART 1 GENERAL

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following attachments have been provided for reference to the bidder for use in performing the contract requirements.

3.1.1 Attachment N WATER QUALITY CERTIFICATE

The New York State Department of Environmental Conservation (NYSDEC) Water Quality Certificate (WQC) for the Fire Island Inlet and Shores Westerly to Jones Inlet, New York Beach Erosion Control and Navigation Project is enclosed.

The contractor must comply with all conditions of the Water Quality Certificate(s).

A copy of the NYSDEC WQC shall be displayed in a highly visible location on the dredge and in the mobile work trailor on the beach at all times for the duration of the project.

-- End of Section --

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SECTION 01 11 00

SUMMARY OF WORK

08/15

PART 1 GENERAL

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1.2 WORK COVERED BY CONTRACT DOCUMENTS
1.2.1 Project Description
1.2.2 Beach Placement Specifications
1.3 PERFORMANCE OF WORK BY THE CONTRACTOR
1.4 FARS 36.204 DISCLOSURE OF THE MAGNITUDE OF CONSTRUCTION PROJECTS
1.5 DATUM AND BENCH MARKS
1.6 MISPLACED MATERIAL
1.7 AUTHORIZED CONSTRUCTION AREA AND TRESPASSING
1.8 EXISTING WORK

PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --

SECTION 01 11 00

SUMMARY OF WORK
08/15

PART 1 GENERAL

1.1 FAR 52.211-10, COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

a. The Contractor shall be required to (i) commence work under this contract within five (5) calendar days after the date the Contractor receives the Notice to Proceed, (ii) prosecute the work diligently, and (iii) complete the entire work ready for use, not later than **166 calendar days** after the date the Contractor receives the notice to proceed.The Government may exercise Option 1 (Overlook Beach Placement) within sixty-five (65) calendar days of receipt by the contractor of the Notice to Proceed for the Basic Work. If Option 1 is exercised, an additional five (5) calendar days will be added to the performance period. The Government may exercise Option 2 (Overlook Beach Placement) within sixty-five(65) calendar days of receipt by the contractor of the Notice to Proceed of the Basic Work. If Option 2 is exercised, an additional three (3) calendar days will be added to the performance period. The Government may exercise Option 3 (Overlook Beach Placement) within sixty-five(65) calendar days of receipt by the contractor of the Notice to Proceed of the Basic Work. If Option 3 is exercised, an additional three (3) calendar days will be added to the performance period. The Government may exercise Option 4 (Overlook Beach Placement) within sixty-five(65) calendar days of receipt by the contractor of the Notice to Proceed of the Basic Work. If Option 4 is exercised, an additional three (3) calendar days will be added to the performance period. The time stated for completion shall include final cleanup of the premises.If any options are awarded, the Contractor shall complete all Basic Work (CLIN 0001-0003) prior to initiating option work.

(FAR 52.212-3)

b. 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 or Contracting Officer Representative (COR) and subject, in every detail, to his supervision, direction, and instructions.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

1.2.1 Project Description

The work to be performed under this project consists of providing all labor, equipment, and materials to perform maintenance dredging of Fire Island Inlet, Federal Navigation Channel and Deposition Basins, with placement of the dredged sand along the adjacent shoreline approximately 14,000 to 32,000 feet west of the inlet (Gilgo Beach), as shown on the Contract Documents prepared by US Army Corps of Engineers, New York District.

The maintenance for this project consists of dredging the Fire Island Inlet Channel and Deposition Basins to a depth of -14 feet MLLW plus 2 feet allowable overdepth, with placement of approximately 1,500,000 cubic

yards of dredged sand at Gilgo Beach, based on the plans and specifications survey performed in APRIL 2026. For more details, see "ESTIMATED QUANTITIES" in Section 01 30 00 "ADMINISTRATION REQUIREMENTS" of these Specifications. The dredged material has been determined to be composed of sand.

A summary of the Bid Schedule is shown in the table below:

CLIN	BID SCHEDULE	QUANTITY	CONTRACT TIME FOR COMPLETION (Calendar days)
0001	Mobilization and Demobilization	1 JOB	60
0002	Basic Work 1: Dredging (-14' MLLW + 2' allowable overdepth)with Beach Placement at Gilgo Beach	800,000	57
0003	Basic Work 2: Dredging (-14' MLLW + 2' allowable overdepth)with Beach Placement at Gilgo Beach	700,000	49
0004	Option 1: Mobilization and Demobilization	1 JOB	5
0005	Option 2: Dredging (-14' MLLW + 2' allowable overdepth)with Beach Placement at Overlook Beach	35,000	3
0006	Option 3: Dredging (-14' MLLW + 2' allowable overdepth)with Beach Placement at Overlook Beach	35,000	3
0007	Option 4: Dredging (-14' MLLW + 2' allowable overdepth)with Beach Placement at Overlook Beach	30,000	3

Contract time for completion is based on a minimum average production rate of **14,500 cubic yards (CY)** per day for dredging and placement along the Gilgo Beach shoreline. Should the total quantity of material exceed the estimated quantities within the Solicitation Contract Form, additional time will be allowed at the rate of one (1) calendar day for each 14,500 cubic yards in excess of the established limit. The time stated for completion shall include final clean up.

The contractor must bid on all items of the bid schedule. CLIN 0002 and CLIN 0003 (the Basic Work) requires dredging to the plane of -14 feet mean lower low water (MLLW) plus 2 feet allowable overdepth, with placement along the Gilgo Beach shoreline. Note that the estimated quantity in the basic work is 1,500,000 cubic yards (CY) shown in CLIN 0002 and CLIN 0003.

The Contractor shall furnish all materials, plant, labor, equipment and services (except for those furnished by the Government) for the dredging of material from the Fire Island Inlet Federal Navigation Channel and Deposition Basins with placement of the material dredged along the shoreline approximately 14,000 to 32,000 feet west of the inlet under the basic work.

The current New York State Department of Environmental Conservation (NYSDEC) Water Quality Certificate (WQC) for the maintenance dredging and beach nourishment for the Fire Island Inlet and Shores Westerly to Jones Inlet, New York Beach Erosion Control and Navigation Project is included in Section 00 90 02. The contractor must comply with all conditions of the NYSDEC WQC.

Per the NYSDEC WQC (Appendix B), relocates the demarcation line as shown in the contract plans. In-water work (specifically mobilzation of the submerged pipeline) for the area north of the new demarcation line can commence on 8 September 2026. Dredging the inlet inside of the sore thumb and outside of the sore thumb north of the new demarcation line is permitted from 21 September 2026 to 31 November 2026. Dredging outside of window will prohibited in order to protect spawning and early life stages of winter flounder, and protection of atlantic sturgeon. Dredging the inlet south of the relocated demarcation line is permitted from 1 Decemeber 2026 to May 31, 2027. Beach placement is prohibited from **01 April to 31 August** to protect beach nesting bird species (e.g. Piping Plovers). See Section 00 90 02 Attachment M for further details.

The work is anticipated to be performed within the approximate time period in the fall/winter of 2026 and the spring of 2027.

1.2.2 Beach Placement Specifications

Placement along 18,000 feet of Gilgo Beach shoreline : The berm will extend 280 feet seaward from the baseline (southern edge of Ocean Parkway) at an elevation of +13.0 feet with tolerance NAVD.A feeder beach will begin approximately extend 320 feet seaward from baseline at an elevation of +9.0with tolerance NAVD from baseline station 0+00, continuing westward to approximately baseline station 180+33. The landward extent of the berm will tie into the exiting dune. A seaward slope of 1-foot vertical on 20-foot horizontal will extend from the seaward end of the EL. 13.0' berm to the EL. 9.0' feeder beach and 9' feeder beach to the ocean bottom (grade). The beach fill shall commence with a 300-foot taper east of station 0+00, if Option 1 is not exercised, and be completed with a 300-foot taper west of station
180+33.

1.3 PERFORMANCE OF WORK BY THE CONTRACTOR

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

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

1.4 FARS 36.204 DISCLOSURE OF THE MAGNITUDE OF CONSTRUCTION PROJECTS

The entire work (Mob/Demob and Basic Work, plus optional work) is estimated to cost approximately **$25,000,000.00 to $100,000,000.00**.

1.5 DATUM AND BENCH MARKS

The plane of reference of mean lower low water as used in these USACE drawings and these specifications is that determined by the following benchmarks:

BENCH MARK: WAR-6; COE PID:ACV452
ELEVATION: 2.54 FEET NAVD88
DESCRIPTION: The bench mark COE disk is located approximately mid way along and on top of the north curb of the parking lot. From the intersection of Ocean Pkwy West and Robert Moses State Pkwy ramp, take Ocean Pkwy west for approximately 1.1 miles, make a U-turn onto Ocean Pkwy West, and take first right onto Oak Beach Road. Turn right and enter municipal parking.

https://www.ngs.noaa.gov/OPUS/getDatasheet.jsp?PID=BBDM07&style=modern

BENCH MARK: RIZZO
ELEVATION:7.32 NAVD88
DESCRIPTION: Corps disk set in concrete near end of East concrete pier at Fire Island Coast Guard Station

https://www.ngs.noaa.gov/OPUS/getDatasheet.jsp?PID=BBHX67

All control should be verified prior to utilization.

The contractor may contact the New York District Survey Section at (201) 333-0284 for assistance in bench mark discrepancies or clarification in benchmark and/or tidal gage location.

1.6 MISPLACED MATERIAL

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

1.7 AUTHORIZED CONSTRUCTION AREA AND TRESPASSING

Do not inflict damage upon land and properties outside the authorized construction area by unwarranted entry upon, passage through, damage to, or disposal of, material on such land or property. 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 must be in writing and a copy shall be provided to the Contracting Officer. The Contractor must hold and save the Government, its officers, and agents free from liability arising from trespassing or damage occasioned by his operations.

1.8 EXISTING WORK

In addition to "FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements":

a. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain.

b. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the Contracting Officer. At the completion of operations, existing work must be in a condition equal to or better than that which existed before new work started.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not used.

-- End of Section --

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 20 00.00 20

PRICE AND PAYMENT PROCEDURES

07/06

PART 1 GENERAL

1.1 REFERENCES
1.2 SUBMITTALS
1.3 CONTRACT MODIFICATIONS
1.4 PAYMENTS TO THE CONTRACTOR
1.4.1 Obligation of Government Payments
1.5 SHOALING
1.6 CONTINUITY OF WORK

PART 2 PRODUCTS

2.1 QUANTITY SURVEYS

PART 3 EXECUTION

-- End of Section Table of Contents --

SECTION 01 20 00.00 20

PRICE AND PAYMENT PROCEDURES
07/06

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EP-1110-1-8	(2014) Construction Equipment Ownership and Operating Expense Schedule

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals;G

1.3 CONTRACT MODIFICATIONS

In conjunction with the Contract Clause "DFARS 252.236-7000, Modification Proposals-Price Breakdown," and where actual ownership and operating costs of construction equipment cannot be determined from Contractor accounting records, equipment use rates shall be based upon the applicable provisions of the EP-1110-1-8.

1.4 PAYMENTS TO THE CONTRACTOR

Payments will be made on submission of itemized requests by the Contractor which comply with the requirements of this section, and will be subject to reduction for overpayments or increase for underpayments made on previous payments to the Contractor.

1.4.1 Obligation of Government Payments

The obligation of the Government to make payments required under the provisions of this contract will, at the discretion of the Contracting Officer, be subject to reductions and/or suspensions permitted under the FAR and agency regulations including the following in accordance with "FAR 32.503-6:

a. Reasonable deductions due to defects in material or workmanship;

b. Claims which the Government may have against the Contractor under

or in connection with this contract;

c. Unless otherwise adjusted, repayment to the Government upon demand for overpayments made to the Contractor; and

d. Failure to provide up to date record drawings not current as stated in Contract Clause "FAC 5252.236-9310, Record Drawings."

1.5 SHOALING

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

1.6 CONTINUITY OF WORK

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

PART 2 PRODUCTS

2.1 QUANTITY SURVEYS

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the before-fill and after-fil surveys and make the computations based on them. The Contractor shall conduct the survey for any periods for which progress payments are requested and shall make the computations based on these surveys. These surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer and/or his Representative, who shall use them as necessary to determine the amount of progress payments. Raw data, edited survey data with all supporting files and documentation, and all data generated during such work shall be furnished by the Contractor to the Contracting Officer and/or his Representative. The Contractor shall retain copies of all such material furnished to the Contracting Officer and/or his Representative. (FAR 52.236-16). The Government will not commence work on the after-dredge survey until the Contractor has furnished the originals of all field notes, all other records relating to the

Contractor’s final survey or to the layout of the work, and all data generated during such work, to the Contracting Officer and/or his Representative.

d. Contractor's participation in surveys: In accordance with agency policy guidance, the preferred methods of performance of all hydrographic quantity surveys shall be (in descending order):

(1) The Government will perform quantity surveys by using qualified in-house crews, if available.

(2) The Government will provide quantity surveys by contracting directly with qualified independent hydrographic survey contractors.

(3) The Government will permit, only in exceptional circumstances, the use of dredging contractor's surveys if the Contracting Officer and/or his Representative determine that such surveys are adequate and reasonable for payment purposes and a Government inspector, qualified in hydrographic surveying, is present during the collection of the survey data. Raw data, edited survey data with all supporting files and documentation, and all data generated during such work shall be furnished by the Contractor to the Contracting Officer and/or his Representative.

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

(1) Acceptance of all monumentation and transponder locations.

(2) Witness by a Corps of Engineers representative of all calibration procedures such as vertical and horizontal control.

(3) Corps of Engineers observation of raw data collection.

(4) Submittal of both unedited as well as edited versions of survey maps.

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

e. The Contractor is obligated to participate in all stages of data collection during the performance of Before and After Dredge Surveys. The Contractor will be required to fill out an attendance log during such participation. Any disagreements with the data collection process, and / or any data generated during such work shall be brought to the attention of the Contracting Officer or his representative within five (5) business days of the data collection process. The Contracting Officer or his representative will then determine the necessary corrective measures, if any. Failure to notify the Contracting Officer or his representative within 5 business days of the data collection process, or failure to be present during the survey data collection disqualifies the Contractor from any such related claims.

f. Any survey related disagreement(s) as it pertains to this contract must be submitted in writing to the Contracting Officer or his representative within 5 business days of occurrence of such survey related event. Failure to notify the Contracting Officer or his representative within 5 business days of such survey related event disqualifies the Contractor from any such related claims.

PART 3 EXECUTION

Not used.

-- End of Section --

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MEASUREMENT AND PAYMENT

04/06

PART 1 GENERAL

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1.2.1 Mobilization and Demobilization
1.2.1.1 Payment
1.3 UNIT PRICE PAYMENT ITEMS
1.3.1 Dredging
1.3.1.1 Payment
1.3.1.2 Measurement
1.3.1.3 Unit of Measure

PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --

SECTION 01 22 00.00 10

MEASUREMENT AND PAYMENT
04/06

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

1.2 JOB PAYMENT ITEMS

Payment items for the work of this contract for which contract job payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular job or unit price payment item, shall be included in the listed job item most closely associated with the work involved. The job price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.2.1 Mobilization and Demobilization

1.2.1.1 Payment

Payment will be made for costs associated with mobilization and demobilization, as defined in Special Clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations, such as transfer of dredge and attendant plant and equipment to site, initial installations of pipe, preparation of beach fill areas, and other incidentals in advance of the actual dredging. Demobilization shall include general preparation for transfer of plant to home base, removal of pipelines, cleanup of beach fill areas, and transfer of plant to its home base. The cost of work other than mobilization and demobilization of the Contractor's dredging plant and equipment shall not be included in this item. For payment for Mobilization and Demobilization see contract clause Section 00 72 00 Contract Clauses.

All costs connected with the mobilization and demobilization of all of the contractor's dredging plant and equipment will be paid for at the contract lump sum price for this item. 60 percent of the lump sum price will be paid to the Contractor upon completion of his mobilization to the work site. The remaining forty percent 40 percent will be included in the

final payment for work under this contract.

In the event the Contracting Officer and/or his Representative considers that the amount in this item 60 percent, which represents mobilization, does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer and/or his Representative may require the Contractor to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer and/or his Representative will result in payment of actual mobilization costs as determined by the Contracting Officer and/or his Representative, at the completion of mobilization and payment of the remainder of this item in the final payment under this contract. The determination of the Contracting Officer and/or his Representative is not subject to appeal.

1.3 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

The total amount of material acceptably placed on the beach (from designated areas of Fire Island Inlet) to be paid for at the contract unit price as shown on the price schedule (Section 00 10 00), must be measured by the cubic yards in place on the beach by computing the volume between the beach shown by a survey made before filling and beach surface shown on a survey after filling. The reference datum must be NAVD. No payment must be made for material placed:

(1) In excess of the quantity to the design grade plus the 1 foot tolerance. Refer to the Compensated Slope paragraph in section 31 24 00.00 18 BEACH FILL PLACEMENT for exception regrading compensated slope.

(2) Above EL. +8 and +12 ft. NGVD plus tolerance.

(3) Which was obtained from outside the designated dredged area or below the maximum dredging limit of the dredged area, except as directed by the Contracting Officer.

(4) Beyond the point where the 1 on 20 slope line intersects the ocean.

Original and Final Surveys:

The Contractor must make original and final surveys under the supervision of the Contracting Officer's representative and must make computations to determine the quantities of materials placed on the beach for acceptance.

Surveys for Progress Payments:

The Contractor will make any surveys for periods for which progress payments are requested and must make the computations based on these surveys.

1.3.1 Dredging

1.3.1.1 Payment

Payment will be made for costs associated with dredging of the project, which includes performing required dredging and other operations incidental thereto, Contractor-furnished disposal area(s) and disposition of excess dredged material.

1.3.1.2 Measurement

The total amount of material removed and paid for under the contract will be measured by the cubic yard placed on the beach within design limits. Measurement of the number of cubic yards placed will be made by computing the volume between the beach surface shown by soundings of the last survey made before filling and the beach surface shown by soundings of the survey made afterfilling.

The soundings maps and or drawings accurately represent the channel and deposition basins conditions existing in March 2026 (Fire Island Inlet, New York). The soundings shown on the contract drawings were taken with an electronic depth recorder and/or multi-beam surveying system with a transducer frequency of 200-400 KHz. New soundings will be taken generally two weeks prior to dredging. Soundings after dredging will be made by an electronic depth recorder with a transducer frequency of 200-400 KHz or may be made by using a multi-beam surveying system of the same frequency. Weather dependent, after-dredging-surveys will be completed generally within five (5) days of completion of the project. Determination of quantities to be paid in the area specified after having been made once, will not be reopened, except on evidence of collusion, fraud or obvious error. Computations for payment purposes will generally be made by the Corps of Engineers utilizing the Triangulated Irregular Network (TIN) method.

Shoaling in the areas to be dredged on this project does not occur at a rapid rate from existing depths. However, the unit price for dredging based on the above method of computation of the quantity for which payment is to be made shall include the Contractor evaluation of shoaling, changes in the regime of the waterway, or changes caused by the Contractor's operations that may occur during the period between the survey before dredging and the survey for acceptance of work.

Scows and Hopper Dredges: Where scows and hopper dredges are used in performance of work and where the Contractor maintains load measuring devices on such scows or hopper dredges, copies of all recorded measurements made in connection with the work shall be furnished to the Contracting Officer and/or his/her representative. If as the work progresses the Contractor determines that a significant difference exists between the recorded bin or scow quantities and the survey quantities computed from the check surveys described above, he shall immediately notify the the Contracting Officer and/or his/her representative of any such discrepancies. Such notification shall include a description of the Contractor's methods of measuring scow or bin quantities, certification of measuring techniques, documentation of material sampling and methods used to convert bin or scow measurements to in-place density.

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

14-day partial payments will be based on approximate quantities determined by soundings or sweepings taken behind the dredge by the Contractor. The Contractor soundings are to be used for partial payments only and will not form a basis for the acceptance of the work.

The Contractor must inform the Government, in witting, within three calendar days of completing the work.

The total quantity of excavated material for which payment will be made will be the theoretical quantity between the ground surface as determined by a survey and the grade and slope of the theoretical cross sections indicated. No allowance will be made for the removal of any material outside the required slope lines unless authorized.

When the Government perform surveys using multibeam, the data will be binned using the median soundings for contours and volumes. The maximum bin size will not exceed 3'x3'.

In the event that unforeseen obstructions or hard material is discovered, shoals in these areas will be assessed using the minimum sounding within the bin. This method will not be used for computation.

1.3.1.3 Unit of Measure

Unit of measure: cubic yard (CY).

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

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11/11

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SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS
11/11

PART 1 GENERAL

1.1 SUMMARY

The requirements of these section apply to, and are component part of, each section of the project specifications.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation, submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Pre-Construction Submittals, G

Preconstruction Submittals shall be submit to the Contracting Officer or Contracting Officer Representative at least seven (7) days prior to the preconstruction conference. Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following:

Certification of Insurance; G

Surety Bond; G

List Of Proposed Subcontractors; G

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

Work To Be Performed By The Contractor; G,

Subcontracting Plan; G

Progress Schedule; G

Submittal Register; G

Letter Appointing Superintendent; G

Activity Hazard Analysis; G See Section 01 35 26, GOVERNMENTAL SAFETY REQUIREMENTS

Accident Prevention Plan; G See Section 01 35 26, GOVERNMENTAL SAFETY REQUIREMENTS

Work Plan; G

Quality Control (QC) plan, G See Section 01 45 00.00 20

Environmental Protection Plan; G

Notice to Mariners; G

SD-03 Product Data G

Monthly Progress Report

Project Schedule Status Report

The Contractor shall submit an updated Monthly Progress Report at the first meeting of each month, including a Project Schedule Status Report and if no meeting is in the agenda, these items shall be submitted to the Contracting Officer Representative when requested.

SD-11 Closeout Submittals

As-Built Drawings; G

1.3 PRECONSTRUCTION CONFERENCE

Work shall not commence prior to the conference.

After award of contract, a pre-construction conference will be held at such time and location as determined by the Contracting Officer for purposes of discussing and developing mutual understanding between the Contracting Officer or his authorized representative and the Contractor's Representatives regarding the terms, conditions, and requirements of the contract. Members of the conference from the Government will include the quality assurance staff, the Contracting Officer or his authorized representative, and construction staff. Members from the Contractor shall include the site superintendent, project safety officer, and the quality control staff. The discussion will include, and may not be limited to, the following:

-Contractor Supervisory and Quality Control staff
-Correspondence Procedures
-Accident Prevention Plan
-Pollution Control Plan
-Quality Control
-Project Scheduling and Payment Procedures
-Other subjects that may be of interest to the contracting parties
-Schedule of Weekly Meeting
-Construction site plan/Site Safety Layout Plan

1.4 PROJECT MEETINGS

The Contractor and/or Contractor Representatives shall attend Weekly Project Meetings scheduled by the Government in accordance with Section 01 32 01.00 10 PROJECT SCHEDULE. The Contractor's Superintendent shall be in attendance at these scheduled project meetings.

A Monthly Progress Report shall include a Project Schedule Status Report per requirement of Section 01 32 01.00 10 PROJECT SCHEDULE.

1.5 SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR

The Contractor shall furnish the Contracting Officer and/or his Representative within five (5) days after award 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, "PERFORMANCE OF WORK BY THE CONTRACTOR".

1.6 LIQUIDATED DAMAGES - CONSTRUCTION

a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $2,770 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.(FAR 52.212-5)

1.7 PHYSICAL CONDITIONS

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

a. Weather Conditions. The site of the work is exposed to 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 the U.S. Weather Bureau at John F. Kennedy International Airport, New York, discloses an average of 31 days per year on which dense fog (visibility of 1/4 mile or less) occurs in the New York Harbor area. The maximum number of days in which dense fog occurred in any year was 45 in 1959. The maximum number of days in which dense fog occurred in any month was 4 days in June.

(2) Winds. Wind conditions on the south shore of Long Island area base on historical data maintained by the national Weather Service's National Buoy Center (http://www.ndbc.noaa.gov/data/climatic/44017.txt) are as follows:

MONTH	AVE WIND SPEED (MPH)	AVE PEAK WIND GUST (MPH)
JAN	20	25
FEB	19	23

MAR	16	20
APR	15	17
MAY	12	15
JUN	11	13
JUL	11	13
AUG	11	13
SEP	13	15
OCT	17	21
NOV	18	22
DEC	20	25

Weather conditions exceeding in severity the fog conditions described above or average wind speeds over 35 miles per hour (30.4 KTS), or wave heights greater than 6 feet (1.8 METERS) will be considered unusually severe weather if delays are caused thereby to operations under the contract.

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

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

Location	Mean Tide Range (ft)	Mean Range of Spring Tides (ft)	Extreme Tide (MLW) High (ft)	Extreme Tide (MLW) Low (ft)
Democrat Point	4.1	5.0	10.3	-2.5

d. CHANNEL TRAFFIC AND TRANSPORTATION FACILITIES. Fire Island Inlet: Based on a plans and specifications survey performed on APR 2023, a controlling depth of approximately -5.0 feet MLLW is present at the site of the work in Fire Islanfd Inlet, NY. Vessel traffic may cause some delay to the dredging required in these specifications. Railroads and first class highways serve the locality / project vicinity.

e. BRIDGE AND UTILITY CROSSINGS. A search of the regulatory files within the New York District Corps of Engineers disclosed the following cables or other structures in the vicinity of the area to be dredged and the beach placement area:

ITEM No.	PERMIT No.	Permittee Name, Date; Utility
1	1195	A submarine cable at a depth of 3 (three) feet below the natural bottom depth (at the time of installation) between Captree State Park and Fire Island (Cost Guard Station).
2	NAN-2021-00121	On December 9, 2021, the Town of Oyster Bay, Nassau County, New York, was issued a permit to hydraulically dredged approximately 263,000 cubic yards of material from Fire Island Inlet, with placement along approximately 2.0 miles of Tobay Beach
3	16305	On November 25, 1991, the Suffolk County Department of Public Works, Division of Sanitation. A permit was issued to install an outfall pipe, dredge and backfill to grade in the Atlantic Ocean at Cedar Beach, Town of Babylon. Top of anodes and cables a minimum of 10 below existing grade of the ocean bottom
4	1991-00802	On September 30, 1991, a permit was issued to construct a 4 foot by 130 foot open pile-supported fixed pier and 2 mooring piles.
5	1992-00281	On November 16, 1992, a permit was issued to replace a bulk head, renovate a pier and dredge in Fie Island Inlet.
6	16255A	On July 21, 1993, a permit was issued to extend the pier and relocation of piles.
7	1994-05600	On September 2, 1995, Great South Bay, permit to install 8 by 20 foot floating dock off of existing pier.
8	1994-10270	On March 10, 1995, a permit was issued to maintain a previously authorized pier.
9	1997-14190	On November 25, 1997, a permit was issued to construct a 4 foot walkway and install 4 additional mooring pilings.
10	1998-15480	On May 6, 1999, a permit was issued to maintain constructed pier assembly.

ITEM No.	PERMIT No.	Permittee Name, Date; Utility
11	1999-08720	On November 15, 1999, a permit was issued to construct a 4 by 250 foot timber pier and install mooring piers.
12	2005-00273	On April 14, 2006, a permit was issued to construct a 260 by 4 foot pier and 6 mooring piles.
13	AN-2018-01679-EK	On July 08, 2019, a permit was issued for the repair of stone revetment (1890 square feet on western side and 1620 square feet on the eastern side) and discharge approximately 540 cubic yards of stone below the Spring High Water Line.
14	NAN-2019-01507	On June 1, 2020, a permit was issued for the construction of a 4 by 160 foot timber pier, a boat lift, 4 mooring piles and a stairway.
15	NAN-2016-01896	On July 10, 2020, an after-the-fact authorization to maintain 4 by 135 foot pier and 4 mooring piles.
16	NAN-2021-01105	On December 7, 2021, a permit was issued for approximately 42,000 CY of dredged material along Overlook Beach, 29,000 CY below the Plane of Spring High Water and 13,000 CY landward of the Spring High Water.

f. CHANNEL TRAFFIC. Vessel traffic at Fire Island Inlet consists of small coastal and harbor tankers, occasional tows of scows and barges, fishing boats, pleasure cruisers and other shallow draft vessels.

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

h. NAVIGATION AIDS. The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the appropriate Coast Guard Office, with a

copy to the Contracting Officer and/or his Representative, not less than 30 days prior to the need for movement. The Contractor shall notify the appropriate Coast Guard Office of the approximate time of completion of dredging.

i. LOCATION. The location of the work to be done under these specifications is at Fire Island Inlet and Gilgo Beach, New York. Fire Island Inlet and Gilgo Beach are are located along the south shore of Long Island in Suffolk County, Long Island. Fire Island is approximately 50 miles by water from the Battery Park, New York City. The Gilgo Beach placement area is located approximately 2.7 miles West of Fire Island Inlet.

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

(1) Location (Channel Centerline Stationing) and depth (over the top of the pipeline) at which the submerged line will be placed or removed;

(2) The desired length of time the channel is to be closed for installation or removal of the pipeline;

(3) The date and hour placement or removal will commence;

(4) The date and hour of anticipated completion; and

(5) The name and telephone number of the person to be contacted for information and response to any emergency condition.

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

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

1.8 ESTIMATED QUANTITIES

The total estimated quantities of material necessary to be removed from the specified limits to complete the work described in this specifications are computed from the plans and specifications survey performed in the Fire Island Inlet project area in APR and MAY 2023.

Distribution of volumes is summarized below:

WORK AREA	REQUIRED DREDGING DEPTH (FT.) MEAN LOWER LOW WATER (MLLW)	CHANNEL AND DEPO BASINS TO GRADE (CY)	CHANNEL AND DEPO BASINS OVERDEPTH 2 FEET (CY)	SLOPE TO GRADE (CY)	SLOPE OVERDEPTH 2 FOOT (CY)	ESTIMATED TOTAL (CY)
DREDGING AREA 1 Basic Work	14	686,830	316,840	15,855	6,805	1,026,330
DREDGING AREA 2 - Basic Work	14	577,420	302,895	7,015	4,115	891,445

Total Estimated Quantity Available: **1,900,000 CY**

The Anticipated volume to be dredged is approximately 1,900,000 CY. An updated survey will be performed prior to starting work.

The total estimted quantities of fill material needed to be removed from the channel and deposition basins and placed as fill in the project area within the specified limits to complete the work described in this specifications, as computed from the information shown on the contract drawings, are as indicated on the price schedule.

Fire Island Inlet and Shores Westerly to Jones Inlet, New York Beach Erosion Control and Navigation Project

	SURVEY STATION	ANTICIPATED PLACEMENT VOLUME (CY)
BASIC WORK	0+00 - 180+33	1,500,000

The Contractor shall be required to survey the placement area prior to starting work (dredging and placement).

The Contractor will be required to survey Option 1 placement area prior to starting this work if the option was exercised.

Above estimated quantities were computed from the data shown on the contract drawings. The quantities that may be removed and paid for will be computed by the Triangulated Irregular Network (TIN) method or average end area method as indicated in the Technical Specifications, Section 01 22 00.00 10, entitled "MEASUREMENT AND PAYMENT."

1.9 VARIATION IN ESTIMATED QUANTITIES

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

that part of the actual quantity of allowable placed material above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. (UAI 52.211-5001 Variation in Estimated Quantities MAR 1995)

1.10 FINAL EXAMINATION AND ACCEPTANCE

a. CHANNEL AND DEPOSITION BASINS: As soon as practicable after the completion of the entire work, as in the opinion of the Contracting Officer and/or his Representative, will not be subject to damage by further operation under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer and/or his Representative. Only after the contractor has submitted a complete survey of the entire contract area(s), and submitted mapping and all data acquired to create such map, will the government perform its survey. Raw data, edited survey data with all supporting files and documentation, and all data generated during such work shall be furnished by the Contractor to the Contracting Officer and/or his Representative. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same by dredging at the contract rate for dredging or by other method approved by the contracting officer, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoals may be waived by the discretion of the Contracting Officer and/or his Representative. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be required to accompany the survey party. When the entire contract area(s) is found to be in a satisfactory condition, it will be accepted as final. Should more than two soundings or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping operations, this work will be charged against the Contractor. The rate for each day in which the Government plant is engaged in such sounding or sweeping operations and/or is en route to or from the site or held, for the Contractor's convenience, at or near the site for these operations shall be $12,500.

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

satisfactory condition, it wil be accepted finally.

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

Final acceptance of the entire work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of the entire work shall not change the time of payment of the retained percentages of the whole or any part of the work.

c. The entire area within the contract limits will be surveyed for final examination and acceptance. This contract has no partial acceptance areas.

d. All hydrographic survey data is to be collected in accordance with the Army Corps of Engineers manual EM-1110-2-1003.

e. Any survey related disagreement(s) as it pertains to this contract must be submitted in writing to the Contracting Officer or his Representative within 5 business days of occurrence of such survey related event. Failure to notify the Contracting Officer or his representative within 5 business days of such survey related event disqualifies the Contractor from any such related claims.

1.11 PERFORMANCE EVALUATION OF CONTRACTOR

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 Contractor will be rated either Exceptional, Very Good, Satisfactory, Marginal, 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).

c. The Federal Acquisition Regulation (FAR) requires that Past Performance Information (PPI) be collected on DoD contracts. The Contractor Performance Assessment Reporting System (CPARS) is a web-enabled application the supports the completion, distribution and retrieval of all contract performance evaluations. Contractor Representative is responsible for reviewing and commenting on evaluations submitted on the Contractor Performance Assessment Reporting System (CPARS) website at https://www.cpars.gov/index.htm.

1.12 CERF IMPLEMENTATION

If the work specified in this contract is performed by a hopper dredge(s), the owner must have an active Basic Ordering Agreement (BOA) for the hopper dredge(s) on file with the Corps of Engineers. The Contractor shall be obligated to make the hopper dredge(s) available to serve in the

Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is performing work under this contract. When the Contracting Officer and/or his Representative is notified of the decision to activate the dredge(s) into the CERF, he shall take appropriate action to release the dredge(s). He may then extend or terminate the contract to implement whichever action is in the best interest of the Government. The CERF contract shall also be subject to the following condition:

a. The Director of Civil Works may require the contractor to perform emergency dredging at another CONUS (48 contiguous states) site for a period of time equal to the remaining time under this contract at the date of notification plus up to ninety (90) days at the previously negotiated rate which appears on the schedule of prices in the BOA.

b. The Chief of Engineers may require the contractor to perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site for a period of time equal to the time remaining under this contract at the date of notification plus up to one hundred eighty (180) days at the negotiated rate which appears on the schedule of prices in the BOA.

c. The CERF shall be activated by the Chief of Engineers or the Director of Civil Works; then the Ordering Contracting Officer and/or his Representative will notify the contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two (72) hours for CONUS or ten (10) days for OCONUS assignments.

d. A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Ordering Contracting Officer and/or his Representative. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredges(s).

e. If during the time period specified in a, b, or c, above, a CERF vessel(s) is still required, the contract performance may be continued for additional time by mutual agreement.

1.13 THE SEAGOING BARGE ACT (46 USC 395 ET SEQ)e

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.

1.14 PRICING OF ADJUSTMENTS

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.

1.15 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.

1.16 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.

1.17 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.

1.18 SUPERINTENDENCE OF SUBCONTRACTS

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 60% 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)

1.19 PROCEDURES FOR SUBMISSION & 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.

1.20 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.

1.21 OPERATOR QUALIFICATIONS FOR FLOATING CRANES AND FLOATING DERRICKS

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.

1.22 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

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.

1.23 WAGE RATES

The attached schedule of wage rates contains rates applicable to all work under this contract (see Section 00 90 00). This project is classified as both heavy construction and dredging.

1.24 LABOR-ADDITIONAL REQUIREMENTS

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

1.25 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 **30** days prior to the commencement of dredging.

1.26 ENVIRONMENTAL LITIGATION

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.

1.27 PATENTS

All potential bidders need to be aware of the following patents, which may be related to performance of this contract.

Patent 6,293,731
Patent 5,007,590
Patent 5,028,010
Patent 5,353,998
Patent 5,542,614
Patent 5,794,862

Patent 5,931,605
Patent 6,017,169

The foregoing patents, and any others which may be applicable to activities performed under this contract, are neither required nor prohibited. However, if you use the methods or technology described in these or other patents, please factor license costs into your bid. The successful bidder needs to obtain the proper license(s) if he wishes to use the methods, processes, or technology described in any applicable patents.

1.28 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).

1.29 CONTRACT INFORMATION RELEASE

This constitutes notification that,pursuant to CECW-OD Memo, 5 February 1996, "Release of Information - Dredging Projects", plant operation reports, including Engineer Form 27/27A, Report of Operations - Hopper Dredges and Engineer Form 4267, Daily Report of Operations - Pipeline, Dipper or Bucket Dredges, are public information and shall be provided upon proper FOIA request for active and completed contract information.

1.30 ALTERATIONS IN CONTRACT

Portions of the contract are altered as follows:

a. Add the following sentence to paragraph "a" of Section 00 70 00, 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).

1.31 CONTRACTOR SUPPLY AND USE OF ELECTRONIC SOFTWARE FOR PROCESSING DAVIS-BACON ACT CERTIFIED LABOR PAYROLLS

The contractor is encouraged to use a commercially-available electronic system to process and submit certified payrolls electronically to the

Government. The requirements for preparing, processing and providing certified labor payrolls are established by the Davis-Bacon Act as stated in FAR 52.222-8, PAYROLLS AND BASIC RECORDS and FAR 52.222-13, COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS. If the contractor elects to use an electronic Davis-Bacon payroll processing system, then the contractor shall be responsible for obtaining and providing for all access, licenses, and other services required to provide for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with Davis-Bacon and related Act regulations. When the contractor uses an electronic Davis-Bacon payroll system, the electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion. If the contractor chooses to use an electronic Davis-Bacon payroll system, then the contractor shall obtain and provide electronic system access to the Government, as required to comply with the Davis-Bacon and related Act regulations over the duration of this construction contract. The access shall include electronic review access by the Government contract administration office to the electronic payroll processing system used by the contractor. The contractor's provision and use of an electronic payroll processing system shall meet the following basic functional criteria: commercially available; compliant with appropriate Davis Bacon Act payroll provisions in the FAR; able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract; capable of producing an Excel spreadsheet compatible electronic output of weekly payroll records (format at http://www.rmssupport.com/guides.aspx) for export in an Excel spreadsheet to be imported into the contractor's Quality Control System (QCS) version of Resident Management System (RMS), that in turn shall export payroll data to the Government's Resident Management System (RMS); demonstrated security of data and data entry rights; ability to produce contractor-certified electronic versions of weekly payroll data; ability to identify erroneous entries and track the data/time of all versions of the certified Davis Bacon payrolls submitted to the government over the life of the contract; capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout. This durable record copy of data from the electronic Davis-Bacon payroll processing system shall be provided to the Government during contract closeout. All contractor-incurred costs related to the contractor's provision and use of an electronic payroll processing service shall be included in the contractor's price for the overall work under the contract. The costs for Davis-Bacon Act compliance using electronic payroll processing services shall not be a separately bid/proposed or reimbursed item under this contract.

1.32 FUEL USAGE

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

1.33 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.

1.34 WARRANTY OF CONSTRUCTION

(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 it's 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)

1.35 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.

1.36 SITE LAYOUT SAFETY PLAN

In addition to the Accident Prevention Plan, the contractor shall furnish a Site Safety Layout Plan which will describe in detail the following information:

(1) How the contractor plans to secure the work site

(2) The logistics and storage of heavy equipment; the use of flaggers and spotters when operating/transporting equipment

(3) Use of high visibility signage or markings along the pipeline for pedestrian safety and awareness

(4) Use of high visibility signage around the active work site

(5) Security of the beach placement site during times of inactivity; see paragraph 1.36.1 of this section

The contractor shall also provide a plan view map depicting the location of safety fencing, trailers, equipment staging area(s) and path of pipeline.

1.36.1 PLACEMENT SITE SECURITY

In the event that the placement site (Gilgo Beach) may be inactive, with no contractor personnel remaining on site, the contractor shall provide at minimum one (1) representative to patrol the beach site and ensure pedestrian and work site safety.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

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PROJECT SCHEDULE
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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.

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1-1-11	(1995) Administration -- Progress, Schedules, and Network Analysis Systems

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation, submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Pre-Construction Submittals G,

Progress Schedule; G

1.3 QUALIFICATIONS

Designate an authorized representative to be responsible for the preparation of the schedule and all required updating (activity status) and preparation of reports. The authorized representative shall [be experienced in scheduling projects similar in nature to this project and shall be experienced in the use of the scheduling software that meets the requirements of this specification.

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Prepare for approval a Project Schedule, as specified herein, pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS. Show in the schedule the sequence in which the Contractor proposes to perform the work and dates on which the Contractor contemplates starting and completing all schedule activities. The scheduling of the entire project, including the design and construction sequences, is required. The scheduling of is the

responsibility of the Contractor. Contractor management personnel shall actively participate in its development. working on the project shall also contribute in developing and maintaining an accurate Project Schedule. Provide a schedule that is a forward planning as well as a project monitoring tool.

3.1.1 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.

3.1.2 Approved Project Schedule

Use the approved Project Schedule to measure the progress of the work and to aid in evaluating time extensions. Make the schedule cost loaded and activity coded. The schedule will provide the basis for all progress payments. If the Contractor fails to submit any schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

3.1.3 Schedule Status Reports

Provide a Schedule Status Report on at least a monthly basis. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, take steps necessary to improve its progress including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

3.1.4 Default Terms

Failure of the Contractor to comply with the requirements of the Contracting Officer shall be grounds for a determination, by the Contracting Officer, that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of the contract.

3.2 BASIS FOR PAYMENT AND COST LOADING

Use the schedule as the basis for determining contract earnings during each update period and therefore the amount of each progress payment. Lack of an approved schedule update, or qualified scheduling personnel, will result in the inability of the Contracting Officer to evaluate contract earned value for the purposes of payment. Failure of the Contractor to provide all required information will result in the disapproval of the preliminary, initial and subsequent schedule updates. In the event schedule revisions are directed by the Contracting Officer and those revisions have not been included in subsequent revisions or updates, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until such revisions to the Project Schedule have been made. Activity cost loading shall be reasonable, as determined by the Contracting Officer. The aggregate value of all activities coded to a contract CLIN shall equal the value of the CLIN on the Schedule.

3.3 PROJECT SCHEDULE DETAILED REQUIREMENTS

The computer software system utilized to produce and update the Project Schedule shall be capable of meeting all requirements of this specification. Failure of the Contractor to meet the requirements of this specification will result in the disapproval of the schedule. Scheduling software that meets the activity coding structure defined in the Standard

Data Exchange Format (SDEF) in ER 1-1-11 are Primavera Project Planner (P3) by Primavera, and Open Plan by Deltek.

3.3.1 Critical Path Method

Use the Critical Path Method (CPM) of network calculation to generate the Project Schedule. Prepare the Project Schedule using the Precedence Diagram Method (PDM).

3.3.2 Level of Detail Required

Develop the Project Schedule to an appropriate level of detail. Failure to develop the Project Schedule to an appropriate level of detail, as determined by the Contracting Officer, will result in its disapproval. The Contracting Officer will consider, but is not limited to, the following characteristics and requirements to determine appropriate level of detail:

3.3.2.1 Activity Durations

Reasonable activity durations are those that allow the progress of ongoing activities to be accurately determined between update periods. Less than 2 percent of all non-procurement activities shall have Original Durations (OD) greater than 20 work days or 30 calendar days. Procurement activities are defined herein.

3.3.2.2 Procurement Activities

The schedule must include activities associated with the submittal, approval, procurement, fabrication and delivery of long lead materials, equipment, fabricated assemblies and supplies. Long lead procurement activities are those with an anticipated procurement sequence of over 90 calendar days. A typical procurement sequence includes the string of activities: submit, approve, procure, fabricate, and deliver.

3.3.2.3 Contract Changes/Requests for Equitable Adjustment Coding (MODF)

Assign Activity code to any activity or sequence of activities added to the schedule as a result of a Contract Modification, when approved by the Contracting Officer, with a Contract Changes/REA Code. Key all Code values to the Government's modification numbering system. Any activity or sequence of activities added to the schedule as a result of alleged constructive changes made by the Government may be added to a copy of the current schedule, subject to the approval of the Contracting Officer. Assign Activity codes for these activities with a Contract Changes/REA Code. Key the code values to the Contractor's numbering system. Approval to add these activities does not necessarily mean the Government accepts responsibility and, therefore, liability for such activities and any associated impacts to the schedule, but rather the Government recognizes such activities are appropriately added to the schedule for the purposes of maintaining a realistic and meaningful schedule. Such activities shall not be Responsibility Coded to the Government unless approved. An activity shall not have more than one Contract Changes/REA Code.

3.3.2.4 Contract Line Item (CLIN) Coding (BIDI)

Code all activities to the CLIN on the Contract Line Item Schedule to which the activity belongs. An activity shall not contain more than one CLIN Item Code. CLIN Item code all activities, even when an activity is

not cost loaded.

3.3.2.5 Phase of Work Coding (PHAS)

Assign Phase of Work Code to all activities based upon the phase of work in which the activity occurs. Code activities to . Code fast track phases proposed by the Contractor to allow filtering and organizing the schedule by fast track design and construction packages. If the contract specifies construction phasing with separately defined performance periods, identify a Construction Phase Code to allow filtering and organizing the schedule accordingly. Each activity shall be identified with a single project phase and have only one Phase of Work code.

3.3.2.6 Category of Work Coding (CATW)

Assign Category of Work Code to all Activities based upon the category of work to which the activity belongs. Category of Work Code must include, but is not limited to: approvals, Acceptance, Procurement, Fabrication, Delivery, Weather Sensitive Installation, Non-Weather Sensitive Installation, Start-Up, Test and Turnover. Assign a Category of Work Code to each activity. Each activity shall have only one Category of Work Code.

3.3.2.7 Definable Features of Work Coding (FOW1, FOW2, FOW3)

Assign a Definable Feature of Work Code to appropriate activities based on the definable feature of work to which the activity belongs. Definable Feature of Work is defined in Specification Section 01 45 00.00 10 QUALITY CONTROL. An activity shall not have more than one Definable Feature of Work Code. Not all activities are required to be Definable Feature of Work Coded.

3.3.3 Scheduled Project Completion and Activity Calendars

The schedule interval shall extend from NTP date to the required contract completion date. The contract completion activity (End Project) shall finish based on the required contract duration in the accepted contract proposal, as adjusted for any approved contract time extensions. The first scheduled work period shall be the day after NTP is received by the Contractor. Schedule activities on a calendar to which the activity logically belongs. Activities may be assigned to a 7 day calendar when the contract assigns calendar day durations for the activity such as a Government Acceptance activity. If the Contractor intends to perform physical work less than seven days per week, schedule the associated activities on a calendar with non-work periods identified including weekends and holidays. Assign the Category of Work Code - Weather Sensitive Installation to those activities that are weather sensitive. Original durations must account for anticipated normal adverse weather. The Government will interpret all work periods not identified as non-work periods on each calendar as meaning the Contractor intends to perform work during those periods.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. Include as the first activity in the project schedule an activity called "Start Project"(or NTP). The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Schedule Constraints and Open Ended Logic

Constrain completion of the last activity in the schedule by the contract completion date. Schedule calculations shall result in a negative float when the calculated early finish date of the last activity is later than the contract completion date. Include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the contract completion date for the project, and with a zero day duration or by using the "project must finish by" date in the scheduling software. The schedule shall have no constrained dates other than those specified in the contract. The use of artificial float constraints such as "zero fee float" or "zero total float" are typically prohibited. There shall only be 2 open ended activities: Start Project (or NTP) with no predecessor logic and End Project with no successor logic.

3.3.3.3 Early Project Completion

In the event the Preliminary or Initial project schedule calculates an early completion date of the last activity prior to the contract completion date, identify those activities that it intends to accelerate and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. The last activity shall have a late finish constraint equal to the contract completion date and the schedule will calculate positive float. The Government will not approve an early completion schedule with zero float on the longest path. The Government is under no obligation to accelerate activities for which it is responsible to support a proposed early contract completion.

3.3.4 Interim Completion Dates

Constrain contractually specified interim completion dates to show negative float when the calculated early finish date of the last activity in that phase is later than the specified interim completion date.

3.3.4.1 Start Phase

Include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

Include as the last activity for a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the specified completion date for that phase and a zero day duration.

3.3.4.3 Phase "X" Hammock

Include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" hammock activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Do not automatically update Actual Start and Finish dates with default mechanisms that may be included in the scheduling software. Activity

Actual Start (AS) and Actual Finish (AF) dates assigned during the updating process shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the AS and AF dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's updated schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Disable program features which calculate one of these parameters from the other.

3.3.6 Out-of-Sequence Progress

Activities that have progressed before all preceding logic has been satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case basis subject to approval by the Contracting Officer. Propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule. Correct out of sequence progress that continues for more than two update cycles by logic revision, as approved by the Contracting Officer.

3.3.7 Negative Lags and Start to Finish Relationships

Lag durations contained in the project schedule shall not have a negative value. Do not use Start to Finish (SF) relationships.

3.3.8 Calculation Mode

Schedule calculations shall retain the logic between predecessors and successors even when the successor activity starts and the predecessor activity has not finished. Software features that in effect sever the tie between predecessor and successor activities when the successor has started and the predecessor logic is not satisfied ("progress override") will not be allowed.

3.3.9 Milestones

The schedule must include milestone activities for each significant project event including but not limited to: milestone activities for each fast track design package released for construction; design complete; foundation/substructure construction complete; superstructure construction complete; building dry-in or enclosure complete to allow the initiation of finish activities; permanent power complete; and building systems commissioning complete.

3.4 PROJECT SCHEDULE SUBMISSIONS

Provide the submissions as described below. The data CD, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

The contractor shall provide a Preliminary Project Schedule in either completed or draft form 7 days prior to the preconstruction conference.

3.4.2 Initial Project Schedule Submission

Submit the Initial Project Schedule for approval within 5 calendar days after NTP. The schedule shall demonstrate a reasonable and realistic sequence of activities which represent all work through the entire contract performance period. The Initial Schedule shall be at a reasonable level of detail as determined by the Contracting Officer.

3.4.3 Periodic Schedule Updates

Based on the result of the meeting, specified in PERIODIC SCHEDULE UPDATE MEETINGS, submit periodic schedule updates. These submissions will enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgment of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.5 SUBMISSION REQUIREMENTS

Submit the following items for the Preliminary Schedule, Initial Schedule, and every Periodic Schedule Update throughout the life of the project:

3.5.1 Schedule Reports

The format, filtering, organizing and sorting for each schedule report shall be as directed by the Contracting Officer. Typically reports shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float, Actual Start Date, Actual Finish Date, and Percent Complete. The following lists typical reports that will be requested. One or all of these reports may be requested for each schedule submission.

3.5.1.1 Activity Report

A list of all activities sorted according to activity number.

3.5.1.2 Logic Report

A list of detailed predecessor and successor activities for every activity in ascending order by activity number.

3.5.1.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. List activities which have the same amount of total float in ascending order of Early Start Dates. Do not show completed activities on this report.

3.5.1.4 Earnings Report by CLIN

A compilation of the Contractor's Total Earnings on the project from the NTP to the data date. This report shall reflect the earnings of specific activities based on the agreements made in the schedule update meeting defined herein. Provided that the Contractor has furnished a complete schedule update, this report shall serve as the basis of determining

progress payments. Group activities by CLIN item number and sort by activity number. This report shall: sum all activities coded to a particular CLIN and provide a CLIN item percent earned value; and complete and sum CLIN items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.6 PERIODIC SCHEDULE UPDATE MEETINGS

Conduct periodic schedule update meetings for the purposes of reviewing the Contractor's proposed out of sequence corrections, determining causes for delay, correcting logic, maintaining schedule accuracy and determining earned value. Meetings shall occur at least monthly within five days of the proposed schedule data date and after the Contractor has updated the schedule with Government concurrence respecting actual start dates, actual finish dates, remaining durations and percent complete for each activity it intend to status. Provide a computer with the scheduling software loaded and a projector during the meeting which allows all meeting participants to view the proposed schedule update during the meeting. The meeting and resultant approvable schedule update shall be a condition precedent to a formal submission of the update as described in SUBMISSION REQUIREMENTS and to the submission of an invoice for payment. The meeting will be a working interactive exchange which will allow the Government and the Contractor the opportunity to review the updated schedule on a real time and interactive basis. The Contractor's authorized scheduling representative will organize, sort, filter and schedule the update as requested by the Government. The meeting will last no longer than 8 hours. A rough draft of the proposed activity logic corrections and narrative report shall be provided to the Government 48 hours in advance of the meeting. The Contractor's Project Manager and Authorized Scheduler shall attend the meeting with the Authorized Representative of the Contracting Officer.

3.6.1 Update Submission Following Progress Meeting

Submit a complete update of the project schedule containing all approved progress, revisions, and adjustments, pursuant to paragraph SUBMISSION REQUIREMENTS not later than 4 working days after the periodic schedule update meeting, reflecting only those changes made during the previous update meeting.

3.6.2 Status of Activities

Update information, including Actual Start Dates (AS), Actual Finish Dates (AF), Remaining Durations (RD), and Percent Complete shall be subject to the approval of the Government prior to the meeting. As a minimum, address the following items on an activity by activity basis during each progress meeting.

3.6.2.1 Start and Finish Dates

Accurately show the status of the AS and/or AF dates for each activity currently in-progress or completed since the last update. The Government may allow an AF date to be assigned with the percent complete less than 100 percent to account for the value of work remaining but not restraining successor activities. Only assign AS dates when actual progress occurs on an activity.

3.6.2.2 Remaining Duration

Update the estimated RD for all incomplete activities independent of Percent Complete. Remaining Durations may exceed the activity OD or may exceed the activity's prior update RD if the Government considers the current OD or RD to be understated based on current progress, insufficient work crews actually manning the job, unrealistic OD or deficiencies that must be corrected that restrain successor activities.

3.6.2.3 Percent Complete

Update the percent complete for each activity started, based on the realistic assessment of earned value. Activities which are complete but for remaining minor punch list work and which do not restrain the initiation of successor activities may be declared 100 percent complete. To allow for proper schedule management, cost load the correction of punch list from Government pre-final inspection activity(ies) not less than 1 percent of the total contract value, which activity(ies) may be declared 100 percent complete upon completion and correction of all punch list work identified during Government pre-final inspection(s).

3.6.2.4 Logic Changes

Specifically identify and discuss all logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, Contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, and other changes that have been made pursuant to contract provisions. The Government will only approve logic revisions for the purpose of keeping the schedule valid in terms of its usefulness in calculating a realistic completion date, correcting erroneous logic ties, and accurately sequencing the work.

3.6.2.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule that does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

a. 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.

b. If a time extension is required due to adverse weather conditions, the contractor must chronologically list each day that was lost due to adverse weather conditions with his daily reports. The Contracting Officer or his Representative will examine whether the contractor is entitled to a time extension. The adverse weather days must prevent work for 50% or more of

the contractor's work day and delay work critical to the timely completion of the project. The Contracting Officer or his/or her Representative will convert any delays meeting the above requirements to calendar days and issue a modification in accordance with Contract Clause "CHANGES".

3.7.1 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 DAYS BASED ON 5 WORK DAY WEEK											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(8)	(7)	(8)	(7)	(9)	(10)	(6)	(5)	(5)	(6)	(5)	(7)

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.

3.7.2 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in a calculated schedule delay,

will not be a cause for an extension to the performance period, completion date, or any interim milestone date.

3.7.3 Submission Requirements

In the event the Contractor believes it is entitled to an extension of the contract performance period, completion date, or any interim milestone date, furnish the following for a determination by the Contracting Officer: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of excusable delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is a condition precedent to any approvals by the Government. In response to each Request For Proposal issued by the Government, submit a schedule impact analysis demonstrating whether or not the change contemplated by the Government impacts the critical path.

Submit a justification for each request for a change in the contract completion date of less than 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

a. A list of affected activities, with their associated project schedule activity number.

b. A brief explanation of the causes of the change.

c. An analysis of the overall impact of the changes proposed.

d. A sub-network of the affected area.

Identify activities impacted in each justification for change by a unique activity code contained in the required data file.

3.7.4 Additional Submission Requirements

The Contracting Officer may request an interim update with revised activities for any requested time extension of over 2 weeks. Provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The Contracting Officer will approve proposed revisions to the schedule prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. Include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed

revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 WEEKLY PROGRESS MEETINGS

a. Meet weekly with the Government (or as otherwise mutually agreed to) between the meetings described in paragraph PERIODIC SCHEDULE UPDATE MEETINGS for the purpose of jointly reviewing the actual progress of the project as compared to the as planned progress and to review planned activities for the upcoming two weeks. The then current and approved schedule update shall be used for the purposes of this meeting and for the production and review of reports. The Contractor's Project Manager and the Authorized Representative of the Contracting Officer shall attend. The weekly progress meeting will address the status of Requests For Information (RFI's), and Requests For Proposal (RFP's) and Submittals.

b. Provide a bar chart produced by the scheduling software, organized by Total Float and Sorted by Early Start Date, and a two week "look-ahead" schedule by filtering all schedule activities to show only current ongoing activities and activities schedule to start during the upcoming two weeks, organized by Work Area Code (AREA) and sorted by Early Start Date.

c. The Government and the Contractor shall jointly review the reports. If it appears that activities on the longest path(s) which are currently driving the calculated completion date (driving activities), are not progressing satisfactorily and therefore could jeopardize timely project completion, corrective action must be taken immediately. Corrective action includes but is not limited to: increasing the number of work crews; increasing the number of work shifts; increasing the number of hours worked per shift; and determining if Government responsibility coded activities require Government corrective action.

3.10 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

3.11 TRANSFER OF SCHEDULE DATA INTO RMS/QCS

The Contractor shall download and upload the schedule data into the Resident Management System (RMS) prior to RMS databases being transferred to the Government and is considered to be additional supporting data in a form and detail required by the Contracting Officer pursuant to FAR 52.232-5 - Payments under Fixed-Price Construction Contracts. The receipt of a proper payment request pursuant to FAR 52.232-27 - Prompt Payment for Construction Contracts is contingent upon the Government receiving both acceptable and approvable hard copies and electronic export from QCS of the application for progress payment.

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SECTION 01 33 00

SUBMITTAL PROCEDURES
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PART 1 GENERAL

1.1 SUMMARY

The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

Units of weights and measures used on all submittals are to be the same as those used in the contract drawings.

Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Contractor's Quality Control (CQC) System Manager and the Designer of Record, if applicable, to check and approve all items prior to submittal and stamp, sign, and date indicating action taken. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

Submittals requiring Government approval are to be scheduled and made prior to the acquisition of the material or equipment covered thereby. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.2 DEFINITIONS

1.2.1 Submittals

Contract Clauses "FAR 52.236-5, Material and Workmanship", paragraph (b) and "FAR 52.236-21, Specifications and Drawings for Construction", paragraphs (d), (e) and (f) apply to ALL submittals.

1.2.2 Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections. Submittals are identified by Submittal Description (SD) numbers and titles as follows:

SD-01 Preconstruction Submittals

Submittals, which are required prior to the start of construction (work) and for each next major phase of the construction on a multi-phase contract. Preconstruction submittal includes schedules, tabular list of data, or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Fabricated or unfabricated physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Design calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after

installation.

Investigation reports.

Daily logs and checklists.

Final acceptance test and operational test procedure.

SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or Subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

Text of posted operating instructions.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and (MSDS) concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and must state the test results; and indicate whether the material, product, or system has passed or failed the test.

Factory test reports.

SD-10 Operation and Maintenance Data

Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.

This data is intended to be incorporated in an operations and maintenance manual or control system.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

Special requirements necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

Interim "DD Form 1354" with cost breakout for all assets 30 days prior to facility turnover.

SD-12 Schedules

Documentation to record start dates and finish dates of construction activities, including Definable Features of Work and milestones. The schedules reflect all activities including durations of such activities and float within such schedule.

Updated schedules shall be provided as necessary to reflect changes in dates of construction activities and additional documentation such as Narrative Reports which will describe the status of construction, reason for delay, ahead of schedule, etc.

1.2.3 Approving Authority

Office or designated person authorized to approve submittal.

1.2.4 Work

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.3 SUBMITTALS

The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

SD-01 Preconstruction Submittals

Preconstruction Submittals shall be submit to the Contracting Officer or Contracting Officer Representative at least seven (7) days prior to the preconstruction conference. Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following:

Certification of Insurance; G

Surety Bond; G

List Of Proposed Subcontractors; G

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

Work To Be Performed By The Contractor; G,

Subcontracting Plan; G

Progress Schedule; G

Submittal Register; G

Letter Appointing Superintendent; G

Activity Hazard Analysis; G See Section 01 35 26, GOVERNMENTAL SAFETY REQUIREMENTS

Accident Prevention Plan; G See Section 01 35 26, GOVERNMENTAL SAFETY REQUIREMENTS

Work Plan; G

Quality Control (QC) plan, G See Section 01 45 00.00 20

Environmental Protection Plan; G

Notice to Mariners; G

Determination Of No Hazard To Air Navigation; G See Section 00 90 01, Attachment J-1

1.4 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.4.1 Government Approved (G)

Government approval is required of extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer.

Within the terms of the contract clause entitled "Specifications and Drawings for Construction they are considered to be shop drawings".

1.4.2 For Information Only

All submittals not requiring government approval will be for information only. They are not considered to be "Shop Drawings" within the terms of the contract clause referred above.

1.5 PREPARATION

1.5.1 Transmittal Form

Use the ENG Form 4025 transmittal form for submitting both Government-approved and information-only submittals. Submit in accordance with the instructions on the reverse side of the form. These forms are included in the RMS CM software that the Contractor is required to use for this contract. Properly complete this form by filling out all the heading blank spaces and identifying each item submitted. Exercise special care to ensure proper listing of the specification paragraph and sheet number of the contract drawings pertinent to the data submitted for each item.

1.5.2 Submittal Format

When the submittal includes a document that is to be used in the project, or is to become part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document itself, but to a separate sheet accompanying the document.

Provide data in the unit of measure used in the contract documents.

1.5.3 Electronic File Format

Provide submittals in electronic format, with the exception of material samples required for SD-04 Samples items. In addition to the electronic submittal, provide three hard copies of the submittals, when requested. Compile the submittal file as a single, complete document, to include the Transmittal Form described within. Name the electronic submittal file specifically according to its contents, and coordinate the file naming convention with the Contracting Officer. Electronic files must be of sufficient quality that all information is legible. Use PDF as the electronic format, unless otherwise specified or directed by the Contracting Officer. Generate PDF files from original documents with bookmarks so that the text included in the PDF file is searchable and can be copied. If documents are scanned, optical character resolution (OCR) routines are required. Index and bookmark files exceeding 30 pages to allow efficient navigation of the file. When required, the electronic file must include a valid electronic signature or a scan of a signature.

E-mail electronic submittal documents smaller than 10MB to an e-mail address as directed by the Contracting Officer. Provide electronic documents over 10 MB on an optical disc or through an electronic file sharing system such as the AMRDEC SAFE Web Application located at the following website: https://safe.amrdec.army.mil/safe/.

1.6 QUANTITY OF SUBMITTALS

1.6.1 Number of SD-01 Preconstruction Submittal Copies

Unless otherwise specified, submit electronically and 2 sets of administrative submittals.

1.7 INFORMATION ONLY SUBMITTALS

Submittals without a "G" designation must be certified by the QC manager and submitted to the Contracting Officer for information-only. Approval of the Contracting Officer is not required on information only submittals. The Contracting Officer will mark "receipt acknowledged" on submittals for information and will return only the transmittal cover sheet to the Contractor. Normally, submittals for information only will not be returned. However, the Government reserves the right to return unsatisfactory submittals and require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.8 SUBMITTAL REGISTER

In Section 00 09 01 Attachment I is an example of the "SUBMITTAL REGISTER (ENG Form 4288)", showing items of equipment and materials for which submittals are required by the project specifications; this list may not be all inclusive and additional submittals may be required. The Contractor is responsible for providing a complete submittal register as a pre-construction requirement and shall maintain a submittal a register for the project.

1.9 APPROVED SUBMITTALS

The Contracting Officer approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the contracting officer, no resubmittal for the purpose of substituting materials and equipment will be considered unless accompanied by an explanation of why substitution is necessary.

1.10 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the contract clause "Changes" shall be given promptly to the Contracting officer.

1.11 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.12 GENERAL

The Contractor shall make submittals as required by the project specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricators drawings, descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts, or curves; test reports, test cylinders, samples, O&M manuals (including par list); certifications, warranties, and other such required submittals. Submittals requiring Government approvals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of

in accordance with product manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.13 SUBMITTAL REGISTER

In Section 00 09 01 Attachment I is an example of the "SUBMITTAL REGISTER (ENG Form 4288)", showing items of equipment and materials for which submittals are required by the project specifications; this list may not be all inclusive and additional submittals may be required. The Contractor is responsible for providing a complete submittal register as a pre-construction requirement and shall maintain a submittal a register for the project.

1.14 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 7 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extension will be allowed for time lost in late submittals. An additional 7 calendar days shall be allowed and shown on the register for review and approval.

1.15 TRANSMITTAL FORM (ENG FORM 4025)

ENG Form 4025 shall be used as cover for submitting both Government approved and for information only submittals in accordance with the instructions on the reverse of the form. Contractor will not consolidate submittal items from different specifications sections under a single submittal form. For more information about Contractor use of ENG Form 4025, see Department of the Army Regulation No. 415-1-10.

1.16 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.16.1 Procedures

Not Used

1.16.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in witting the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.17 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register".

1.18 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the

submittals will be identified as having received approval by being so stamped and dated. 2 copies of the submittal will be retained by the Contracting Officer and 1 copy of the submittal will be returned to the Contractor.

1.19 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. However, the Government reserves the right to require the Contractor to re-submit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the Plans and Specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming materials incorporated in the work; and does not relieve the contract of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government on those instances where the technical specifications so prescribe.

1.20 STAMPS

Certification Stamp: Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall have a similar format to the following sample:

CONTRACTOR
(Firm Name)
_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s)
SIGNATURE: _____
TITLE: _____
DATE: _____

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

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GOVERNMENTAL SAFETY REQUIREMENTS

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GOVERNMENTAL SAFETY REQUIREMENTS
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PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME B30.3	(2020) Tower Cranes
ASME B30.5	(2021) Mobile and Locomotive Cranes
ASME B30.7	(2021) Winches
ASME B30.8	(2020) Floating Cranes and Floating Derricks
ASME B30.9	(2018) Slings
ASME B30.20	(2018) Below-the-Hook Lifting Devices
ASME B30.22	(2023) Articulating Boom Cranes
ASME B30.23	(2022) Personnel Lifting Systems Safety Standard for Cableways, Cranes, Derricks, Hoists, Hooks, Jacks, and Slings
ASME B30.26	(2015; R 2020) Rigging Hardware

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)

ASSP A10.22	(2007; R 2017) Safety Requirements for Rope-Guided and Non-Guided Workers' Hoists
ASSP A10.34	(2021) Protection of the Public on or Adjacent to Construction Sites
ASSP A10.44	(2020) Control of Energy Sources (Lockout/Tagout) for Construction and Demolition Operations
ASSP Z244.1	(2016) The Control of Hazardous Energy Lockout, Tagout and Alternative Methods
ASSP Z359.0	(2018) Definitions and Nomenclature Used for Fall Protection and Fall Arrest
ASSP Z359.1	(2020) The Fall Protection Code
ASSP Z359.2	(2017) Minimum Requirements for a

	Comprehensive Managed Fall Protection Program
ASSP Z359.3	(2019) Safety Requirements for Lanyards and Positioning Lanyards
ASSP Z359.4	(2013) Safety Requirements for Assisted-Rescue and Self-Rescue Systems, Subsystems and Components
ASSP Z359.6	(2016) Specifications and Design Requirements for Active Fall Protection Systems
ASSP Z359.7	(2019) Qualification and Verification Testing of Fall Protection Products
ASSP Z359.11	(2014) Safety Requirements for Full Body Harnesses
ASSP Z359.12	(2019) Connecting Components for Personal Fall Arrest Systems
ASSP Z359.13	(2013) Personal Energy Absorbers and Energy Absorbing Lanyards
ASSP Z359.14	(2014) Safety Requirements for Self-Retracting Devices for Personal Fall Arrest and Rescue Systems
ASSP Z359.15	(2014) Safety Requirements for Single Anchor Lifelines and Fall Arresters for Personal Fall Arrest Systems
ASSP Z359.16	(2016) Safety Requirements for Climbing Ladder Fall Arrest Systems
ASSP Z359.18	(2017) Safety Requirements for Anchorage Connectors for Active Fall Protection Systems

ASTM INTERNATIONAL (ASTM)

ASTM F855	(2019) Standard Specifications for Temporary Protective Grounds to Be Used on De-energized Electric Power Lines and Equipment

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 1048	(2016) Guide for Protective Grounding of Power Lines
IEEE C2	(2023) National Electrical Safety Code

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10	(2022; ERTA 1 2021) Standard for Portable Fire Extinguishers

NFPA 51B	(2024) Standard for Fire Prevention During Welding, Cutting, and Other Hot Work
NFPA 70	(2023; ERTA 4 2023; ERTA 5 2023; ERTA 6 2023) National Electrical Code
NFPA 70E	(2024) Standard for Electrical Safety in the Workplace
NFPA 241	(2022) Standard for Safeguarding Construction, Alteration, and Demolition Operations
NFPA 306	(2024) Standard for the Control of Gas Hazards on Vessels

TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA)

TIA-222	(2018H; Add 1 2019) Structural Standard for Antenna Supporting Structures and Antennas and Small Wind Turbine Support Structures
TIA-1019	(2012; R 2016) Standard for Installation, Alteration and Maintenance of Antenna Supporting Structures and Antennas

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety and Health Requirements Manual

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

10 CFR 20	Standards for Protection Against Radiation
29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.146	Permit-required Confined Spaces
29 CFR 1910.147	The Control of Hazardous Energy (Lock Out/Tag Out)
29 CFR 1910.333	Selection and Use of Work Practices
29 CFR 1915	Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment
29 CFR 1915.89	Control of Hazardous Energy (Lockout/Tags-Plus)
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.16	Rules of Construction
29 CFR 1926.450	Scaffolds

29 CFR 1926.500	Fall Protection
29 CFR 1926.552	Material Hoists, Personal Hoists, and Elevators
29 CFR 1926.553	Base-Mounted Drum Hoists
29 CFR 1926.1400	Cranes and Derricks in Construction
49 CFR 173	Shippers - General Requirements for Shipments and Packagings
CPL 02-01-056	(2014) Inspection Procedures for Accessing Communication Towers by Hoist
CPL 2.100	(1995) Application of the Permit-Required Confined Spaces (PRCS) Standards, 29 CFR 1910.146

1.2 DEFINITIONS

1.2.1 Competent Person (CP)

The CP is a person designated in writing, who, through training, knowledge and experience, is capable of identifying, evaluating, and addressing existing and predictable hazards in the working environment or working conditions that are dangerous to personnel, and who has authorization to take prompt corrective measures with regards to such hazards.

1.2.2 Competent Person, Confined Space

The CP, Confined Space, is a person meeting the competent person requirements as defined EM 385-1-1 Chapter 34, with thorough knowledge of OSHA’s Confined Space Standard, 29 CFR 1910.146, and designated in writing to be responsible for the immediate supervision, implementation and monitoring of the confined space program, who through training, knowledge and experience in confined space entry is capable of identifying, evaluating and addressing existing and potential confined space hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

1.2.3 Competent Person, Cranes and Rigging

The CP, Cranes and Rigging, as defined in EM 385-1-1 Chapters 15 and 16, is a person meeting the competent person requirements, who has been designated in writing to be responsible for the immediate supervision, implementation and monitoring of the Crane and Rigging Program, who through training, knowledge and experience in crane and rigging is capable of identifying, evaluating and addressing existing and potential hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

1.2.4 Competent Person, Excavation/Trenching

A CP, Excavation/Trenching, is a person meeting the competent person requirements as defined in EM 385-1-1 Chapter 25 and 29 CFR 1926, who has been designated in writing to be responsible for the immediate supervision, implementation and monitoring of the excavation/trenching

program, who through training, knowledge and experience in excavation/trenching is capable of identifying, evaluating and addressing existing and potential hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

1.2.5 Competent Person, Fall Protection

The CP, Fall Protection, is a person meeting the competent person requirements as defined in EM 385-1-1 Chapter 21 and in accordance with ASSP Z359.0, who has been designated in writing by the employer to be responsible for immediate supervising, implementing and monitoring of the fall protection program, who through training, knowledge and experience in fall protection and rescue systems and equipment, is capable of identifying, evaluating and addressing existing and potential fall hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

1.2.6 Competent Person, Scaffolding

The CP, Scaffolding is a person meeting the competent person requirements in EM 385-1-1 Chapter 22, and designated in writing by the employer to be responsible for immediate supervising, implementing and monitoring of the scaffolding program. The CP for Scaffolding has enough training, knowledge and experience in scaffolding to correctly identify, evaluate and address existing and potential hazards and also has the authority to take prompt corrective measures with regard to these hazards. CP qualifications must be documented including experience on the specific scaffolding systems/types being used, assessment of the base material that the scaffold will be erected upon, load calculations for materials and personnel, and erection and dismantling. The CP for scaffolding must have a documented minimum of 8-hours of scaffold training to include training on the specific type of scaffold being used (e.g. mast-climbing, adjustable, tubular frame), in accordance with EM 385-1-1 paragraph 22-2.a.

1.2.7 Competent Person (CP) Trainer

A competent person trainer as defined in EM 385-1-1 Chapter 2, who is qualified in the training material presented, and who possesses a working knowledge of applicable technical regulations, standards, equipment and systems related to the subject matter on which they are training Competent Persons. A competent person trainer must be familiar with the typical hazards and the equipment used in the industry they are instructing. The training provided by the competent person trainer must be appropriate to that specific industry. The competent person trainer must evaluate the knowledge and skills of the competent persons as part of the training process.

1.2.8 High Risk Activities

High Risk Activities are activities that involve work at heights, crane and rigging, excavations and trenching, scaffolding, electrical work, and confined space entry.

1.2.9 High Visibility Accident

A High Visibility Accident is any mishap which may generate publicity or high visibility.

1.2.10 Load Handling Equipment (LHE)

LHE is a term used to describe cranes, hoists and all other hoisting equipment (hoisting equipment means equipment, including crane, derricks, hoists and power operated equipment used with rigging to raise, lower or horizontally move a load).

1.2.11 Medical Treatment

Medical Treatment is treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even when provided by a physician or registered personnel.

1.2.12 Near Miss

A Near Miss is a mishap resulting in no personal injury and zero property damage, but given a shift in time or position, damage or injury may have occurred (e.g., a worker falls off a scaffold and is not injured; a crane swings around to move the load and narrowly misses a parked vehicle).

1.2.13 Operating Envelope

The Operating Envelope is the area surrounding any crane or load handling equipment. Inside this "envelope" is the crane, the operator, riggers and crane walkers, other personnel involved in the operation, rigging gear between the hook, the load, the crane's supporting structure (i.e. ground or rail), the load's rigging path, the lift and rigging procedure.

1.2.14 Qualified Person (QP)

The QP is a person designated in writing, who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems related to the subject matter, the work, or the project.

1.2.15 Qualified Person, Fall Protection (QP for FP)

A QP for FP is a person meeting the definition requirements of EM 385-1-1 Chapter 21, and ASSP Z359.2 standard, having a recognized degree or professional certificate and with extensive knowledge, training and experience in the fall protection and rescue field who is capable of designing, analyzing, and evaluating and specifying fall protection and rescue systems.

1.2.16 Recordable Injuries or Illnesses

Recordable Injuries or Illnesses are any work-related injury or illness that results in:

a. Death, regardless of the time between the injury and death, or the length of the illness;

b. Days away from work (any time lost after day of injury/illness onset);

c. Restricted work;

d. Transfer to another job;

e. Medical treatment beyond first aid;

f. Loss of consciousness; or

g. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (a) through (f) above

1.2.17 Government Property and Equipment

Interpret "USACE" property and equipment specified in USACE EM 385-1-1 as Government property and equipment.

1.2.18 Load Handling Equipment (LHE) Accident or Load Handling Equipment Mishap

A LHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents, even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, or roll over). Document an LHE mishap using the Crane High Hazard working group mishap reporting form.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G

APP - Construction; G

Dive Operations Plan; G

SD-06 Test Reports

Monthly Exposure Reports

Notifications and Reports

Accident Reports; G

LHE Inspection Reports

SD-07 Certificates

Crane Operators/Riggers

Standard Lift Plan; G

Critical Lift Plan ; G

Naval Architecture Analysis; G

Activity Hazard Analysis (AHA)

Confined Space Entry Permit

Hot Work Permit

Certificate of Compliance

License Certificates

Radiography Operation Planning Work Sheet; G

Portable Gauge Operations Planning Worksheet; G

1.4 MONTHLY EXPOSURE REPORTS

Provide a Monthly Exposure Report and attach to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both Prime and subcontractor. Failure to submit the report may result in retention of up to 10 percent of the voucher.

1.5 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this Contract, comply with the most recent edition of USACE EM 385-1-1, and the following federal, state, and local laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern.

1.6 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

1.6.1 Personnel Qualifications

1.6.1.1 Site Safety and Health Officer (SSHO)

Provide an SSHO that meets the requirements of EM 385-1-1 Chapter 2 paragraph 3. The SSHO must ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Alternate SSHO must be at the work site at all times to implement and administer the Contractor's safety program and Government-accepted Accident Prevention Plan. The SSHO and Alternate SSHO must have the required training, experience, and qualifications in accordance with EM 385-1-1 Chapter 2 paragraph 3, and all associated sub-paragraphs.

1.6.1.1.1 Additional Site Safety and Health Officer (SSHO) Requirements and Duties

The SSHO may not serve as the Quality Control Manager. The SSHO may not serve as the Superintendent.

1.6.1.2 Competent Person Qualifications

Provide Competent Persons in accordance with EM 385-1-1, Chapter 2 paragraph 3 and herein. Competent Persons for high risk activities include confined space, cranes and rigging, excavation/trenching, fall protection, and electrical work. The CP for these activities must be designated in writing, and meet the requirements for the specific activity (i.e. competent person, fall protection).

The Competent Person identified in the Contractor's Safety and Health Program and accepted Accident Prevention Plan, must be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for information in consultation with the Safety Office.

1.6.1.2.1 Competent Person for Confined Space Entry

Provide a Confined Space (CP) Competent Person who meets the requirements of EM 385-1-1, Chapter 34, and herein. The CP for Confined Space Entry must supervise the entry into each confined space in accordance with EM 385-1-1, Chapter 34.

Since this work involves operations that handle combustible or hazardous materials, this person must have the ability to understand and follow through on the air sampling, Personal Protective Equipment (PPE), and instructions of a Marine Chemist, Coast Guard authorized persons, or Certified Industrial Hygienist. Confined space and enclosed space work must comply with NFPA 306, OSHA 29 CFR 1915, Subpart B, "Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment," or as applicable, 29 CFR 1910.146 for general industry.

1.6.1.2.2 Competent Person for Scaffolding

Provide a Competent Person for Scaffolding who meets the requirements of EM 385-1-1, Chapter 22 and herein.

1.6.1.2.3 Competent Person for Fall Protection

Provide a Competent Person for Fall Protection who meets the requirements of EM 385-1-1, Chapters 21 and 22, and herein.

1.6.1.3 Qualified Trainer Requirements

Individuals qualified to instruct the 40 hour contract safety awareness course, or portions thereof, must meet the definition of a Competent Person Trainer, and, at a minimum, possess a working knowledge of the following subject areas: EM 385-1-1, Electrical Standards, Lockout/Tagout, Fall Protection, Confined Space Entry for Construction; Excavation, Trenching and Soil Mechanics, and Scaffolds in accordance with 29 CFR 1926.450, Subpart L.

Instructors are required to:

a. Prepare class presentations that cover construction-related safety requirements.

b. Ensure that all attendees attend all sessions by using a class roster signed daily by each attendee. Maintain copies of the roster for at least five years. This is a certification class and must be attended 100 percent. In cases of emergency where an attendee cannot make it to a session, the attendee can make it up in another class session for the same subject.

c. Update training course materials whenever an update of the EM 385-1-1 becomes available.

d. Provide a written exam of at least 50 questions. Students are required to answer 80 percent correctly to pass.

e. Request, review and incorporate student feedback into a continuous course improvement program.

1.6.1.4 Dredging Contract Requirements

1.6.1.4.1 Dredging Safety Personnel Requirements

a. Provide a minimum of one full-time SSHO assigned per project site for the primary working shift.

b. For a project involving multiple work shifts, provide one full-time SSHO for each additional shift.

c. An example of one dredging project site is reflected in each of the following:

(1) a mechanical dredge, tug(s) and scow(s), scow route, and material placement site; or

(2) a hydraulic pipeline dredge, attendant plant, and material placement site; or,

(3) a hopper dredge (include land-based material placement site - if applicable.)

1.6.1.4.2 SSHO Requirements for Dredging

a. In addition to requirements stated elsewhere in this specification, an individual serving as a SSHO must be present at the construction work site, located so that they have full mobility and access to all major work operations when work is being performed. The SSHO must be available during their shift for immediate verbal consultation and notification, either by phone or radio.

b. The SSHO must report to a senior project (or corporate) official.

c. The SSHO must inspect all work areas and operations during initial set-up. For additional shifts, the SSHO must inspect all work areas and operations and provide personal oversight during dredge operations.

1.6.1.4.3 Collateral Duty Safety Officer (CDSO) Requirements for Dredging

a. A CDSO is an individual who is assigned collateral duty safety responsibilities in addition to their full-time occupation, and who supports and supplements the SSHO efforts in managing, implementing and enforcing the Contractor's Safety and Health Program. An assigned CDSO must be an individual(s) with work oversight responsibilities, such as master, mate, fill foreman, or superintendent. A CDSO must not be an employee responsible for continuous mechanical or equipment operations, such as an equipment operator.

b. A CDSO must perform safety program tasks as assigned by the SSHO and must report safety findings to the SSHO. The SSHO must document results of safety findings and provide information for inclusion in the CQC reports to the Contracting Officer.

1.6.1.4.4 Safety Personnel Training Requirements for Dredging

A SSHO and a CDSO for dredging Contracts must take either a formal classroom or online OSHA 30-hour Construction Safety Course, or an equivalent 30 hours of formal classroom or online safety and health training covering the subjects of the OSHA 30-hour Course in accordance with EM 385-1-1 section 2-3, applicable to dredging work, and given by qualified instructors. In exception to EM 385-1-1 paragraph 2-4.b, comply with the following:

a. The SSHO must maintain competency through having taken 24 hours of formal classroom or online safety and health related coursework every year for, at minimum, the last 3 years. Hours spent as an instructor in such courses will be considered the same as attending them, but each course only gets credit once (for example, instructing a 1-hour asbestos awareness course five times in a year provides one hour credit for training).

b. The SSHO and a CDSO must have a minimum of five years of experience within the past ten years in one of the following:

(1) Supervising/managing dredging activities (managing safety programs or processes and conducting hazard analyses and developing controls in activities or environments with similar hazards)

(2) Supervising/managing marine construction activities (managing safety programs or processes and conducting hazard analyses and developing controls in activities or environments with similar hazards)

(3) Supervising/managing land-based construction activities (managing safety programs or processes and conducting hazard analyses and developing controls in activities or environments with similar hazards)

1.6.1.5 Crane Operators/Riggers

Provide Operators, Signal Persons, and Riggers meeting the requirements in EM 385-1-1, Chapter 15 for Riggers and Chapter 16 for Crane Operators and Signal Persons. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 50,000 pounds or greater, designate crane operators qualified by a source that qualifies crane operators (i.e., union, a Government agency, or an organization that tests and

qualifies crane operators). Provide proof of current qualification.

1.6.2 Personnel Duties

1.6.2.1 Duties of the Site Safety and Health Officer (SSHO)

The SSHO must:

a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the Contractors' daily production report.

b. Conduct mishap investigations and complete required accident reports. Report mishaps and near misses.

c. Use and maintain OSHA's Form 300 to log work-related injuries and illnesses occurring on the project site for Prime Contractors and subcontractors, and make available to the Contracting Officer upon request. Post and maintain the Form 300A on the site Safety Bulletin Board.

d. Maintain applicable safety reference material on the job site.

e. Attend the pre-construction conference, pre-work meetings including preparatory meetings, and periodic in-progress meetings.

f. Review the APP and AHAs for compliance with EM 385-1-1, and approve, sign, implement and enforce them.

g. Establish a Safety and Occupational Health (SOH) Deficiency Tracking System that lists and monitors outstanding deficiencies until resolution.

h. Ensure subcontractor compliance with safety and health requirements.

i. Maintain a list of hazardous chemicals on site and their material Safety Data Sheets (SDS).

j. Maintain a weekly list of high hazard activities involving energy, equipment, excavation, entry into confined space, and elevation, and be prepared to discuss details during QC Meetings.

k. Provide and keep a record of site safety orientation and indoctrination for Contractor employees, subcontractor employees, and site visitors.

Superintendent, QC Manager, and SSHO are subject to dismissal if the above or any other required duties are not being effectively carried out. If either the Superintendent, QC Manager, or SSHO are dismissed, project work will be stopped and will not be allowed to resume until a suitable replacement is approved and the above duties are again being effectively carried out.

1.6.3 Meetings

1.6.3.1 Preconstruction Conference

a. Contractor representatives who have a responsibility or significant role in accident prevention on the project must attend the preconstruction conference. This includes the project superintendent, Site Safety and Occupational Health Officer, quality control manager, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

b. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the Contract. This list of proposed AHAs will be reviewed and an agreement will be reached between the Contractor and the Contracting Officer as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, and Government review of AHAs to preclude project delays.

c. Deficiencies in the submitted APP, identified during the Contracting Officer's review, must be corrected, and the APP re-submitted for review prior to the start of construction. Work is not permitted to begin until an APP is established that is acceptable to the Contracting Officer.

1.6.3.2 Safety Meetings

Conduct safety meetings to review past activities, plan for new or changed operations, review pertinent aspects of appropriate AHA (by trade), establish safe working procedures for anticipated hazards, and provide pertinent Safety and Occupational Health (SOH) training and motivation. Conduct meetings at least once a month for all supervisors at the project location. The SSHO, supervisors, foremen, or CDSOs must conduct meetings at least once a week for the trade workers. Document meeting minutes to include the date, persons in attendance, subjects discussed, and names of individual(s) who conducted the meeting. Maintain documentation on-site and furnish copies to the Contracting Officer on request. Notify the Contracting Officer of all scheduled meetings 7 calendar days in advance.

1.6.3.3 Daily Toolbox Safety Talks

Conduct daily "Toolbox Safety Talks" or "Toolbox Talks" to reinforce key safety procedures and involve workers in discussion of safety and health procedures and program requirements. Document meeting with meeting agenda or discussion summary, to include the date, persons in attendance, subjects discussed, and names of individual(s) who conducted the meeting. Maintain documentation on-site and attach documentation to the Contractors' daily safety inspection logs in accordance with paragraph 1.6.2.1.

1.7 ACCIDENT PREVENTION PLAN (APP)

1.7.1 APP - Construction

A qualified person must prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of EM 385-1-1, and as supplemented herein. Cover all paragraph and subparagraph elements in

EM 385-1-1. The APP must be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP must interface with the Contractor's overall safety and health program referenced in the APP in the applicable APP element, and made site-specific. Describe the methods to evaluate past safety performance of potential subcontractors in the selection process. Also, describe innovative methods used to ensure and monitor safe work practices of subcontractors. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the Contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP must be signed by an officer of the firm (Prime Contractor senior person), the individual preparing the APP, the on-site superintendent, the designated SSHO, the Contractor Quality Control Manager, and any designated Certified Safety Professional (CSP) or Certified Health Physicist (CIH). The SSHO must provide and maintain the APP and a log of signatures by each subcontractor foreman, attesting that they have read and understand the APP, and make the APP and log available on-site to the Contracting Officer. If English is not the foreman's primary language, the Prime Contractor must provide an interpreter.

Submit the APP to the Contracting Officer within 15 calendar days of Contract award and not less than 10 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. Once reviewed and accepted by the Contracting Officer, the APP and attachments will be enforced as part of the Contract. Disregarding the provisions of this Contract or the accepted APP is cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified. Continuously review and amend the APP, as necessary, throughout the life of the Contract. Changes to the accepted APP must be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and Quality Control Manager. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered. Should any severe hazard exposure (i.e. imminent danger) become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate and remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ASSP A10.34), and the environment.

1.7.2 Names and Qualifications

Provide plans in accordance with the requirements outlined in section 2-7 of EM 385-1-1, including the following:

a. Names and qualifications (resumes including education, training, experience and certifications) of site safety and health personnel designated to perform work on this project to include the designated Site Safety and Health Officer and other competent and qualified personnel to be used. Specify the duties of each position.

b. Qualifications of competent and of qualified persons. As a minimum, designate and submit qualifications of competent persons for each of

the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; and personal protective equipment and clothing to include selection, use and maintenance.

1.7.3 Plans

Provide plans in the APP in accordance with the requirements outlined in Appendix A of EM 385-1-1, including the following:

1.7.3.1 Confined Space Entry Plan

Develop a confined or enclosed space entry plan in accordance with EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, OSHA Directive CPL 2.100, and any other federal, state and local regulatory requirements identified in this Contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by Contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

1.7.3.2 Standard Lift Plan (SLP)

Plan lifts to avoid situations where the operator cannot maintain safe control of the lift. Prepare a written SLP in accordance with EM 385-1-1, Chapter 16 paragraph 7, using ENG Form 6203 (16-10.a) for every lift or series of lifts (if duty cycle or routine lifts are being performed). The SLP must be developed, reviewed and accepted by all personnel involved in the lift in conjunction with the associated AHA. Signature on the AHA constitutes acceptance of the plan. Maintain the SLP on the LHE for the current lift(s) being made. Maintain historical SLPs for a minimum of three months.

1.7.3.3 Critical Lift Plan - Crane or Load Handling Equipment

Provide a Critical Lift Plan as required by EM 385-1-1, Chapter 16 paragraph 7, using ENG Form 6213 (16-10.c). In addition, Critical Lift Plans are required for the following:

a. Lifts over 50 percent of the capacity of barge mounted mobile crane's hoist.

b. When working around energized power lines where the work will get closer than the minimum clearance distance in EM 385-1-1 Table 16-1.

c. For lifts with anticipated binding conditions.

d. When erecting cranes.

1.7.3.3.1 Critical Lift Plan Planning and Schedule

Critical lifts require detailed planning and additional or unusual safety precautions. Develop and submit a critical lift plan to the Contracting Officer 30 calendar days prior to critical lift. Comply with load testing requirements in accordance with EM 385-1-1, paragraph 16-7.d.

1.7.3.3.2 Lifts of Personnel

In addition to the requirements of EM 385-1-1, paragraph 16-8.hh, for lifts of personnel, demonstrate compliance with the requirements of 29 CFR 1926.1400 and EM 385-1-1.

1.7.3.4 Barge Mounted Mobile Crane Lift Plan

Provide a Naval Architecture Analysis and include an LHE Manufacturer's Floating Service Load Chart in accordance with EM 385-1-1, paragraph 16-8.z(3).

1.7.3.5 Multi-Purpose Machines, Material Handling Equipment, and Construction Equipment Lift Plan

Multi-purpose machines, material handling equipment, and construction equipment used to lift loads that are suspended by rigging gear, require proof of authorization from the machine OEM that the machine is capable of making lifts of loads suspended by rigging equipment. Written approval from a qualified registered professional engineer, after a safety analysis is performed, is allowed in lieu of the OEM's approval. Demonstrate that the operator is properly trained and that the equipment is properly configured to make such lifts and is equipped with a load chart.

1.7.3.6 Fall Protection and Prevention (FP&P) Plan

The plan must be in accordance with the requirements of EM 385-1-1, Chapter 21 and ASSP Z359.2, be site specific, and address all fall hazards in the work place and during different phases of construction. Address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 6 feet. A competent person or qualified person for fall protection must prepare and sign the plan documentation. Include fall protection and prevention systems, equipment and methods employed for every phase of work, roles and responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Review and revise, as necessary, the Fall Protection and Prevention Plan documentation as conditions change, but at a minimum every six months, for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. Keep and maintain the accepted Fall Protection and Prevention Plan documentation at the job site for the duration of the project. Include the Fall Protection and Prevention Plan documentation in the Accident Prevention Plan (APP).

1.7.3.7 Rescue and Evacuation Plan

Provide a Rescue and Evacuation Plan in accordance with EM 385-1-1 Chapter 21 and ASSP Z359.2, and include in the FP&P Plan and as part of the APP. Include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility.

1.7.3.8 Hazardous Energy Control Program (HECP)

Develop a HECP in accordance with EM 385-1-1 Chapter 12, 29 CFR 1910.147, 29 CFR 1910.333, 29 CFR 1915.89, ASSP Z244.1, and ASSP A10.44. Submit this HECP as part of the Accident Prevention Plan (APP). Conduct a preparatory meeting and inspection with all effected personnel to

coordinate all HECP activities. Document this meeting and inspection in accordance with EM 385-1-1, Chapter 12. Ensure that each employee is familiar with and complies with these procedures.

1.7.3.9 Excavation Plan

Identify the safety and health aspects of excavation, and provide and prepare the plan in accordance with EM 385-1-1, paragraph 25-8.

1.7.3.10 Lead, Cadmium, and Chromium Compliance Plan

Identify the safety and health aspects of work involving lead, cadmium and chromium, and prepare in accordance with Section 02 83 00 LEAD REMEDIATION.

1.7.3.11 Asbestos Hazard Abatement Plan

Identify the safety and health aspects of asbestos work, and prepare in accordance with Section 02 82 00 ASBESTOS REMEDIATION.

1.7.3.12 Site Safety and Health Plan

Identify the safety and health aspects, and prepare in accordance with Section 01 35 29.13 HEALTH, SAFETY, AND EMERGENCY RESPONSE PROCEDURES FOR CONTAMINATED SITES.

1.7.3.13 Polychlorinated Biphenyls (PCB) Plan

Identify the safety and health aspects of Polychlorinated Biphenyls work, and prepare in accordance with Sections 02 84 33 REMOVAL AND DISPOSAL OF POLYCHLORINATED BIPHENYLS (PCBs) and 02 61 23 REMOVAL AND DISPOSAL OF PCB CONTAMINATED SOILS.

1.7.3.14 Site Demolition Plan

Identify the safety and health aspects, and prepare in accordance with Section 02 41 00 DECONSTRUCTION and referenced sources.

1.8 ACTIVITY HAZARD ANALYSIS (AHA)

Before beginning each activity, task or Definable Feature of Work (DFOW) involving a type of work presenting hazards not experienced in previous project operations, or where a new work crew or subcontractor is to perform the work, the Contractor(s) performing that work activity must prepare an AHA. AHAs must be developed by the Prime Contractor, subcontractor, or supplier performing the work, and provided for Prime Contractor review and approval before submitting to the Contracting Officer. AHAs must be signed by the SSHO, Superintendent, QC Manager and the subcontractor Foreman performing the work. Format the AHA in accordance with EM 385-1-1, Chapter 2 or as directed by the Contracting Officer. Submit the AHA for review at least 15 working days prior to the start of each activity task, or DFOW. The Government reserves the right to require the Contractor to revise and resubmit the AHA if it fails to effectively identify the work sequences, specific anticipated hazards, site conditions, equipment, materials, personnel and the control measures to be implemented.

AHAs must identify competent persons required for phases involving high risk activities, including confined entry, crane and rigging, excavations, trenching, electrical work, fall protection, and scaffolding.

1.8.1 AHA Management

Review the AHA list periodically (at least monthly) at the Contractor supervisory safety meeting, and update as necessary when procedures, scheduling, or hazards change. Use the AHA during daily inspections by the SSHO to ensure the implementation and effectiveness of the required safety and health controls for that work activity.

1.8.2 AHA Signature Log

Each employee performing work as part of an activity, task or DFOW must review the AHA for that work and sign a signature log specifically maintained for that AHA prior to starting work on that activity. The SSHO must maintain a signature log on site for every AHA. Provide employees whose primary language is other than English, with an interpreter to ensure a clear understanding of the AHA and its contents.

1.9 DISPLAY OF SAFETY INFORMATION

1.9.1 Safety Bulletin Board

Prior to commencement of work, erect a safety bulletin board at the job site. Where size, duration, or logistics of project do not facilitate a bulletin board, an alternative method, acceptable to the Contracting Officer, that is accessible and includes all mandatory information for employee and visitor review, may be deemed as meeting the requirement for a bulletin board. Include and maintain information on safety bulletin board as required by EM 385-1-1, Chapter 1. Additional items required to be posted include:

a. Confined space entry permit.

b. Hot work permit.

1.9.2 Safety and Occupational Health (SOH) Deficiency Tracking System

Establish a SOH deficiency tracking system that lists and monitors the status of SOH deficiencies in chronological order. Use the tracking system to evaluate the effectiveness of the APP. A monthly evaluation of the data must be discussed in the QC or SOH meeting with everyone on the project. The list must be posted on the project bulletin board and updated daily, and provide the following information:

a. Date deficiency identified;

b. Description of deficiency;

c. Name of person responsible for correcting deficiency;

d. Projected resolution date;

e. Date actually resolved.

1.10 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in paragraph REFERENCES. Maintain applicable equipment manufacturer's manuals.

1.11 EMERGENCY MEDICAL TREATMENT

Contractors must arrange for their own emergency medical treatment in accordance with EM 385-1-1. Government has no responsibility to provide emergency medical treatment.

1.12 NOTIFICATIONS and REPORTS

1.12.1 Mishap Notification

Notify the Contracting Officer as soon as practical, but no more than twenty-four hours, after any mishaps, including recordable accidents, incidents, and near misses, as defined in EM 385-1-1 Chapter 2, any report of injury, illness, or any property damage. For LHE or rigging mishaps, notify the Contracting Officer as soon as practical but not more than four hours after mishap. The Contractor is responsible for obtaining appropriate medical and emergency assistance and for notifying fire, law enforcement, and regulatory agencies. Immediate reporting is required for electrical mishaps, to include Arc Flash; shock; uncontrolled release of hazardous energy (includes electrical and non-electrical); load handling equipment or rigging; fall from height (any level other than same surface); and underwater diving. These mishaps must be investigated in depth to identify all causes and to recommend hazard control measures.

Within notification include Contractor name; Contract title; type of Contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (for example, type of construction equipment used and PPE used). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted. Assist and cooperate fully with the Government's investigation(s) of any mishap.

1.12.2 Accident Reports

a. Conduct an accident investigation for recordable injuries and illnesses, property damage, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. Complete the applicable USACE Accident Report Form 3394, and provide the report to the Contracting Officer within 5 calendar days of the accident. The Contracting Officer will provide copies of any required or special forms.

b. Near Misses: Report all "Near Misses" within 24 hrs. The Contracting Officer will provide the Contractor the required forms. Near miss reports are considered positive and proactive Contractor safety management actions.

c. Conduct an accident investigation for any load handling equipment accident (including rigging accidents) to establish the root cause(s) of the accident. Complete the LHE Accident Report (Crane and Rigging Accident Report) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Do not proceed with crane operations until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. The Contracting Officer will provide a blank copy of the accident report form.

1.12.3 LHE Inspection Reports

Submit LHE inspection reports required in accordance with EM 385-1-1 and as specified herein with Daily Reports of Inspections.

1.12.4 Certificate of Compliance and Pre-lift Plan/Checklist for LHE and Rigging

Provide a ENG Form 6209 Certificate of Compliance for LHE entering an activity under this Contract and in accordance with EM 385-1-1. Post certifications on the crane.

Develop a Standard Lift Plan (SLP) in accordance with EM 385-1-1, Chapter 16 using ENG Form 6203 Crane Standard Lift Plan for each lift planned. Submit SLP to the Contracting Officer for approval within 15 calendar days in advance of planned lift.

1.13 HOT WORK

1.13.1 Permit and Personnel Requirements

Submit and obtain a written permit prior to performing "Hot Work" (i.e. welding or cutting) or operating other flame-producing/spark producing devices, from the Fire Division. A permit is required from the Explosives Safety Office for work in and around where explosives are processed, stored, or handled. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. Provide at least two 20 pound 4A:20 BC rated extinguishers for normal "Hot Work". The extinguishers must be current inspection tagged, and contain an approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch must be trained in accordance with NFPA 51B and remain on-site for a minimum of one hour after completion of the task or as specified on the hot work permit.

When starting work in the facility, require personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency Fire Division phone number. REPORT ANY FIRE, NO MATTER HOW SMALL, TO THE RESPONSIBLE FIRE DIVISION IMMEDIATELY.

1.13.2 Work Around Flammable Materials

Obtain permit approval from a NFPA Certified Marine Chemist, or Certified Industrial Hygienist for "HOT WORK" within or around flammable materials (such as fuel systems or welding/cutting on fuel pipes) or confined spaces (such as sewer wet wells, manholes, or vaults) that have the potential for flammable or explosive atmospheres.

Whenever these materials, except beryllium and chromium (VI), are encountered in indoor operations, local mechanical exhaust ventilation systems that are sufficient to reduce and maintain personal exposures to within acceptable limits must be used and maintained in accordance with manufacturer's instruction and supplemented by exceptions noted in EM 385-1-1, Chapter 6.

1.14 RADIATION SAFETY REQUIREMENTS

Submit License Certificates, employee training records, and Leak Test Reports for radiation materials and equipment to the Contracting Officer

and Radiation Safety Office (RSO) for all specialized and licensed material and equipment proposed for use on the construction project (excludes portable machine sources of ionizing radiation including moisture density and X-Ray Fluorescence (XRF)). Maintain on-site records whenever licensed radiological materials or ionizing equipment are on Government property.

Protect workers from radiation exposure in accordance with 10 CFR 20, ensuring any personnel exposures are maintained As Low As Reasonably Achievable.

1.14.1 Radiography Operation Planning Work Sheet

Submit a Gamma and X-Ray Radiography Operation Planning Work Sheet to Contracting Officer 14 days prior to commencement of operations involving radioactive materials or radiation generating devices. For portable machine sources of ionizing radiation, including moisture density and XRF, use and submit the Portable Gauge Operations Planning Worksheet instead. The Contracting Officer will review the submitted worksheet and provide questions and comments.

Contractors must use primary dosimeters process by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory.

1.14.2 Site Access and Security

Coordinate site access and security requirements with the Contracting Officer for all radiological materials and equipment containing ionizing radiation that are proposed for use on a government facility. For gamma radiography materials and equipment, a Government escort is required for any travels on the Installation. The Government authorized representative will meet the Contractor at a designated location outside the Installation, ensure safety of the materials being transported, and will escort the Contractor for gamma sources onto the Installation, to the job site, and off the Installation. For portable machine sources of ionizing radiation, including moisture density and XRF, the Government authorized representative will meet the Contractor at the job site.

Provide a copy of all calibration records, and utilization records for radiological operations performed on the site.

1.14.3 Loss or Release and Unplanned Personnel Exposure

Loss or release of radioactive materials, and unplanned personnel exposures must be reported immediately to the Contracting Officer, RSO, and Base Security Department Emergency Number.

1.14.4 Site Demarcation and Barricade

Properly demark and barricade an area surrounding radiological operations to preclude personnel entrance, in accordance with EM 385-1-1, Nuclear Regulatory Commission, and Applicable State regulations and license requirements, and in accordance with requirements established in the accepted Radiography Operation Planning Work Sheet.

Do not close or obstruct streets, walks, and other facilities occupied and used by the Government without written permission from the Contracting Officer.

1.14.5 Security of Material and Equipment

Properly secure the radiological material and ionizing radiation equipment at all times, including keeping the devices in a properly marked and locked container, and secondarily locking the container to a secure point in the Contractor's vehicle or other approved storage location during transportation and while not in use. While in use, maintain a continuous visual observation on the radiological material and ionizing radiation equipment. In instances where radiography is scheduled near or adjacent to buildings or areas having limited access or one-way doors, make no assumptions as to building occupancy. Where necessary, the Contracting Officer will direct the Contractor to conduct an actual building entry, search, and alert. Where removal of personnel from such a building cannot be accomplished and it is otherwise safe to proceed with the radiography, position a fully instructed employee inside the building or area to prevent exiting while external radiographic operations are in process.

1.14.6 Transportation of Material

Comply with 49 CFR 173 for Transportation of Regulated Amounts of Radioactive Material. Notify Local Fire authorities and the site Radiation Safety Officer (RSO) of any Radioactive Material use.

1.14.7 Schedule for Exposure or Unshielding

Actual exposure of the radiographic film or unshielding the source must not be initiated until after 5 p.m. on weekdays.

1.14.8 Transmitter Requirements

Adhere to the base policy concerning the use of transmitters, such as radios and cell phones. Obey Emissions control (EMCON) restrictions.

1.15 CONFINED SPACE ENTRY REQUIREMENTS

Confined space entry must comply with Chapter 34 of EM 385-1-1, OSHA 29 CFR 1926, OSHA 29 CFR 1910, OSHA 29 CFR 1910.146, and OSHA Directive CPL 2.100. Any potential for a hazard in the confined space requires a permit system to be used.

1.15.1 Entry Procedures

Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. Comply with EM 385-1-1, Chapter 34 for entry procedures. Hazards pertaining to the space must be reviewed with each employee during review of the AHA.

1.15.2 Forced Air Ventilation

Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its action level.

1.15.3 Sewer Wet Wells

Sewer wet wells require continuous atmosphere monitoring with audible

alarm for toxic gas detection.

1.15.4 Rescue Procedures and Coordination with Local Emergency Responders

Develop and implement an on-site rescue and recovery plan and procedures. The rescue plan must not rely on local emergency responders for rescue from a confined space.

1.16 DIVE SAFETY REQUIREMENTS

Develop a Dive Operations Plan, AHA, emergency management plan, and personnel list that includes qualifications, for each separate diving operation. Submit these documents to the District Dive Coordinator (DDC) via the Contracting Officer or Government Designated Authority (GDA), for review and approval at least 15 working days prior to commencement of diving operations. These documents must be at the diving location at all times. Provide each of these documents as a part of the project file.

1.17 SEVERE STORM PLAN

In the event of a severe storm warning, the Contractor must comply with the applicable Storm Plan and:

a. Secure outside equipment and materials and place materials that could be damaged in protected areas.

b. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.

c. Ensure that temporary erosion controls are adequate.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 CONSTRUCTION AND OTHER WORK

Comply with EM 385-1-1, NFPA 70, NFPA 70E, NFPA 241, the APP, the AHA, Federal and State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

PPE is governed in all areas by the nature of the work the employee is performing. Use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks. Safety glasses must be worn or carried/available on each person. Mandatory PPE includes:

a. Hard Hat

b. Long Pants

c. Appropriate Safety Shoes

d. Appropriate Class Reflective Vests

3.1.1 Worksite Communication

Employees working alone in a remote location or away from other workers must be provided an effective means of emergency communications (i.e., cellular phone, two-way radios, land-line telephones or other acceptable means). The selected communication must be readily available (easily within the immediate reach) of the employee and must be tested prior to the start of work to verify that it effectively operates in the area/environment. Develop an employee check-in/check-out communication procedure to ensure employee safety.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this Contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint, and hexavalent chromium, are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.

3.1.3 Unforeseen Hazardous Material

Contract documents identify materials such as PCB, lead paint, and friable and non-friable asbestos and other OSHA regulated chemicals (i.e. 29 CFR Part 1910.1000). If material(s) that may be hazardous to human health upon disturbance are encountered during construction operations, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to FAR 52.243-4 Changes and FAR 52.236-2 Differing Site Conditions.

3.2 UTILITY OUTAGE REQUIREMENTS

Apply for utility outages at least 10 days in advance. At a minimum, the written request must include the location of the outage, utilities being affected, duration of outage, any necessary sketches, and a description of the means to fulfill energy isolation requirements in accordance with EM 385-1-1, Chapter 11. Some examples of energy isolation devices and procedures are highlighted in EM 385-1-1, Chapter 12. In accordance with EM 385-1-1, Chapter 12, where outages involve Government or Utility personnel, coordinate with the Government on all activities involving the control of hazardous energy.

These activities include, but are not limited to, a review of HECP and HEC procedures, as well as applicable Activity Hazard Analyses (AHAs). In accordance with EM 385-1-1, Chapter 11 and NFPA 70E, work on energized electrical circuits must not be performed without prior Government

authorization. Government permission is considered through the permit process and submission of a detailed AHA. Energized work permits are considered only when de-energizing introduces additional or increased hazard or when de-energizing is infeasible.

3.3 OUTAGE COORDINATION MEETING

After the utility outage request is approved and prior to beginning work on the utility system requiring shut-down, conduct a pre-outage coordination meeting in accordance with EM 385-1-1, paragraph 12-8. This meeting must include the Prime Contractor, the Prime and subcontractors performing the work, the Contracting Officer, and the Public Utilities representative. All parties must fully coordinate HEC activities with one another. During the coordination meeting, all parties must discuss and coordinate on the scope of work, HEC procedures (specifically, the lock-out/tag-out procedures for worker and utility protection), the AHA, assurance of trade personnel qualifications, identification of competent persons, and compliance with HECP training in accordance with EM 385-1-1, paragraph 12-3. Clarify when personal protective equipment is required during switching operations, inspection, and verification.

3.4 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Provide and operate a Hazardous Energy Control Program (HECP) in accordance with EM 385-1-1 Chapter 12, 29 CFR 1910.333, 29 CFR 1915.89, ASSP A10.44, NFPA 70E, and paragraph HAZARDOUS ENERGY CONTROL PROGRAM (HECP).

3.4.1 Safety Preparatory Inspection Coordination Meeting with the Government or Utility

For electrical distribution equipment that is to be operated by Government or Utility personnel, the Prime Contractor and the subcontractor performing the work must attend the safety preparatory inspection coordination meeting, which will also be attended by the Contracting Officer's Representative, and required by EM 385-1-1, paragraph 12-5.a. The meeting will occur immediately preceding the start of work and following the completion of the outage coordination meeting. Both the safety preparatory inspection coordination meeting and the outage coordination meeting must occur prior to conducting the outage and commencing with lockout/tagout procedures.

3.4.2 Lockout/Tagout Isolation

Where the Government or Utility performs equipment isolation and lockout/tagout, the Contractor must place their own locks and tags on each energy-isolating device and proceed in accordance with the HECP. Before any work begins, both the Contractor and the Government or Utility must perform energy isolation verification testing while wearing required PPE detailed in the Contractor's AHA and required by EM 385-1-1, Chapters 2, 5, and 11. Install personal protective grounds, with tags, to eliminate the potential for induced voltage in accordance with EM 385-1-1, Chapter 12.

3.4.3 Lockout/Tagout Removal

Upon completion of work, conduct lockout/tagout removal procedure in accordance with the HECP. In accordance with EM 385-1-1, Chapter 12, each lock and tag must be removed from each energy isolating device by the

authorized individual or systems operator who applied the device. Provide formal notification to the Government (by completing the Government form if provided by Contracting Officer's Representative), confirming that steps of de-energization and lockout/tagout removal procedure have been conducted and certified through inspection and verification. Government or Utility locks and tags used to support the Contractor's work will not be removed until the authorized Government employee receives the formal notification.

3.5 FALL PROTECTION PROGRAM

Establish a fall protection program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify roles and responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures in accordance with ASSP Z359.2 and EM 385-1-1, Chapter 21.

3.5.1 Training

Institute a fall protection training program. As part of the Fall Protection Program, provide training for each employee who might be exposed to fall hazards and using personal fall protection equipment. Provide training by a competent person for fall protection in accordance with EM 385-1-1, Chapter 21. Document training and practical application of the competent person in accordance with EM 385-1-1, Chapter 21 and ASSP Z359.2 in the AHA.

3.5.2 Fall Protection Equipment and Systems

Enforce use of personal fall protection equipment and systems designated (to include fall arrest, restraint, and positioning) for each specific work activity in the Site Specific Fall Protection and Prevention Plan and AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1, Chapter 21.

Provide personal fall protection equipment, systems, subsystems, and components that comply with EM 385-1-1 Chapter 21, 29 CFR 1926.500 Subpart M,ASSP Z359.0, ASSP Z359.1, ASSP Z359.2, ASSP Z359.3, ASSP Z359.4, ASSP Z359.6, ASSP Z359.7, ASSP Z359.11, ASSP Z359.12, ASSP Z359.13, ASSP Z359.14, ASSP Z359.15, ASSP Z359.16 and ASSP Z359.18.

3.5.2.1 Additional Personal Fall Protection Measures

In addition to the required fall protection systems, other protective measures such as safety skiffs, personal floatation devices, and life rings, are required when working above or next to water in accordance with EM 385-1-1, Chapter 21. Personal fall protection systems and equipment are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall protection systems are required when operating other equipment such as scissor lifts. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, travel, or while performing work.

3.5.2.2 Personal Fall Protection Equipment

Only a full-body harness with a shock-absorbing lanyard or self-retracting

lanyard is an acceptable personal fall arrest body support device. The use of body belts is not acceptable. Harnesses must have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Snap hooks and carabineers must be self-closing and self-locking, capable of being opened only by at least two consecutive deliberate actions and have a minimum gate strength of 3,600 lbs in all directions. Use webbing, straps, and ropes made of synthetic fiber. The maximum free fall distance when using fall arrest equipment must not exceed 6 feet, unless the proper energy absorbing lanyard is used. Always take into consideration the total fall distance and any swinging of the worker (pendulum-like motion), that can occur during a fall, when attaching a person to a fall arrest system. Equip all full body harnesses with Suspension Trauma Preventers such as stirrups, relief steps, or similar in order to provide short-term relief from the effects of orthostatic intolerance in accordance with EM 385-1-1, Chapter 21.

3.5.3 Fall Protection for Roofing Work

Implement fall protection controls based on the type of roof being constructed and work being performed. Evaluate the roof area to be accessed for its structural integrity including weight-bearing capabilities for the projected loading.

a. Low Sloped Roofs:

(1) For work within 6 feet from unprotected edge of a roof having a slope less than or equal to 4:12 (vertical to horizontal), protect personnel from falling by the use of conventional fall protection systems (personal fall arrest/restraint systems, guardrails, or safety nets) in accordance with EM 385-1-1, Chapter 21 and 29 CFR 1926.500. A safety monitoring system is not adequate fall protection and is not authorized.

(2) For work greater than 6 feet from the unprotected roof edge, addition to the use of conventional fall protection systems the use of a warning line system is also permitted, in accordance with 29 CFR 1926.500 and EM 385-1-1, Chapter 21.

b. Steep-Sloped Roofs: Work on a roof having a slope greater than 4:12 (vertical to horizontal) requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also applies to residential or housing type construction.

3.5.4 Horizontal Lifelines (HLL)

Provide HLL in accordance with EM 385-1-1, Chapter 21. Commercially manufactured horizontal lifelines (HLL) must be designed, installed, certified and used, under the supervision of a qualified person, for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500). The competent person for fall protection may (if deemed appropriate by the qualified person) supervise the assembly, disassembly, use and inspection of the HLL system under the direction of the qualified person. Locally manufactured HLLs are not acceptable unless they are custom designed for limited or site specific applications by a Registered Professional Engineer who is qualified in designing HLL systems.

3.5.5 Guardrails and Safety Nets

Design, install and use guardrails and safety nets in accordance with EM 385-1-1, Chapter 21 and 29 CFR 1926 Subpart M.

3.5.6 Rescue and Evacuation Plan and Procedures

When personal fall arrest systems are used, ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. Prepare a Rescue and Evacuation Plan and include a detailed discussion of the following: methods of rescue; methods of self-rescue or assisted-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. Include the Rescue and Evacuation Plan within the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP). The plan must be in accordance with the requirements of EM 385-1-1, ASSP Z359.2, and ASSP Z359.4.

3.6 WORK PLATFORMS

3.6.1 Scaffolding

Provide employees with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Comply with the following requirements:

a. Scaffold platforms greater than 20 feet in height must be accessed by use of a scaffold stair system.

b. Ladders commonly provided by scaffold system manufacturers are prohibited for accessing scaffold platforms greater than 20 feet maximum in height.

c. An adequate gate is required.

d. Employees performing scaffold erection and dismantling must be qualified.

e. Scaffold must be capable of supporting at least four times the maximum intended load, and provide appropriate fall protection as delineated in the accepted fall protection and prevention plan.

f. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward.

g. Special care must be given to ensure scaffold systems are not overloaded.

h. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material are prohibited. The first tie-in must be at the height equal to 4 times the width of the smallest dimension of the scaffold base.

i. Scaffolding other than suspended types must bear on base plates upon wood mudsills (2 in x 10 in x 8 in minimum) or other adequate firm foundation.

j. Scaffold or work platform erectors must have fall protection during

the erection and dismantling of scaffolding or work platforms that are more than 6 feet.

k. Delineate fall protection requirements when working above 6 feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

3.6.2 Elevated Aerial Work Platforms (AWPs)

Workers must be anchored to the basket or bucket in accordance with manufacturer's specifications and instructions (anchoring to the boom may only be used when allowed by the manufacturer and permitted by the CP). Lanyards used must be sufficiently short to prohibit worker from climbing out of basket. The climbing of rails is prohibited. Lanyards with built-in shock absorbers are acceptable. Self-retracting devices are not acceptable. Tying off to an adjacent pole or structure is not permitted unless a safe device for 100 percent tie-off is used for the transfer.

Use of AWPs must be operated, inspected, and maintained as specified in the operating manual for the equipment and delineated in the AHA. Operators of AWPs must be designated as qualified operators by the Prime Contractor. Maintain proof of qualifications on site for review and include in the AHA.

3.7 EQUIPMENT

3.7.1 Material Handling Equipment (MHE)

a. Material handling equipment such as forklifts must not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions. Material handling equipment fitted with personnel work platform attachments are prohibited from traveling or positioning while personnel are working on the platform.

b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions. Material Handling Equipment Operators must be trained in accordance with OSHA 29 CFR 1910, Subpart N.

c. Operators of forklifts or power industrial trucks must be licensed in accordance with OSHA.

3.7.2 Load Handling Equipment (LHE)

The following requirements apply. In exception, these requirements do not apply to commercial truck mounted and articulating boom cranes used solely to deliver material and supplies (not prefabricated components, structural steel, or components of a systems-engineered metal building) where the lift consists of moving materials and supplies from a truck or trailer to the ground; to cranes installed on mechanics trucks that are used solely in the repair of shore-based equipment; to crane that enter the activity but are not used for lifting; nor to other machines not used to lift loads suspended by rigging equipment. However, LHE accidents occurring during such operations must be reported.

a. Equip cranes and derricks as specified in EM 385-1-1, Chapter 16.

b. Notify the Contracting Officer 15 working days in advance of any LHE

entering the activity, in accordance with EM 385-1-1, Chapter 21, so that necessary quality assurance spot checks can be coordinated. Contractor's operator must remain with the crane during the spot check. Rigging gear must be in accordance with OSHA, ASME B30.9 Standards safety standards.

c. Comply with the LHE manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.

d. Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, ASME B30.8 for floating cranes and floating derricks, ASME B30.9 for slings, ASME B30.20 for below the hook lifting devices and ASME B30.26 for rigging hardware.

e. When operating in the vicinity of overhead transmission lines, operators and riggers must be alert to this special hazard and follow the requirements of EM 385-1-1 Chapter 11, and ASME B30.5 or ASME B30.22 as applicable.

f. Do not use crane suspended personnel work platforms (baskets) unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Do not lift personnel with a line hoist or friction crane. Additionally, submit a specific AHA for this work to the Contracting Officer. Ensure the activity and AHA are thoroughly reviewed by all involved personnel.

g. Inspect, maintain, and recharge portable fire extinguishers as specified in NFPA 10, Standard for Portable Fire Extinguishers.

h. All employees must keep clear of loads about to be lifted and of suspended loads, except for employees required to handle the load.

i. Use cribbing when performing lifts on outriggers.

j. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.

k. A physical barricade must be positioned to prevent personnel access where accessible areas of the LHE's rotating superstructure poses a risk of striking, pinching or crushing personnel.

l. Maintain inspection records in accordance by EM 385-1-1, Chapter 16, including shift, monthly, and annual inspections, the signature of the person performing the inspection, and the serial number or other identifier of the LHE that was inspected. Records must be available for review by the Contracting Officer.

m. Maintain written reports of operational and load testing in accordance with EM 385-1-1, Chapter 16, listing the load test procedures used along with any repairs or alterations performed on the LHE. Reports must be available for review by the Contracting Officer.

n. Certify that all LHE operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

o. Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. At wind speeds greater than 20 mph, the operator, rigger and lift supervisor must cease all crane operations, evaluate conditions and determine if the lift may proceed. Base the determination to proceed or not on wind calculations per the manufacturer and a reduction in LHE rated capacity if applicable. Include this maximum wind speed determination as part of the activity hazard analysis plan for that operation.

q. Follow FAA guidelines when required based on project location.

3.7.3 Machinery and Mechanized Equipment

a. Proof of qualifications for operator must be kept on the project site for review.

b. Manufacture specifications or owner's manual for the equipment must be on-site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE EM 385-1-1. Incorporate such additional safety precautions or requirements into the AHAs.

3.7.4 Base Mounted Drum Hoists

a. Operation of base mounted drum hoists must be in accordance with EM 385-1-1 and ASSP A10.22.

b. Rigging gear must be in accordance with applicable ASME/OSHA standards.

c. When used on telecommunication towers, base mounted drum hoists must be in accordance with TIA-1019, TIA-222, ASME B30.7, 29 CFR 1926.552, and 29 CFR 1926.553.

d. When used to hoist personnel, the AHA must include a written standard operating procedure. Operators must have a physical examination in accordance with EM 385-1-1 paragraph 16-3.f and trained, at a minimum, in accordance with EM 385-1-1 paragraph 16-8.hh and 16-1.b. The base mounted drum hoist must also comply with OSHA Instruction CPL 02-01-056 and ASME B30.23.

e. Material and personnel must not be hoisted simultaneously.

f. Personnel cage must be marked with the capacity (in number of persons) and load limit in pounds.

g. Construction equipment must not be used for hoisting material or personnel or with trolley/tag lines. Construction equipment may be used for towing and assisting with anchoring guy lines.

3.7.5 Use of Explosives

Explosives must not be used or brought to the project site without prior written approval from the Contracting Officer. Such approval does not relieve the Contractor of responsibility for injury to persons or for damage to property due to blasting operations.

Storage of explosives, when permitted on Government property, must be only where directed and in approved storage facilities. These facilities must

be kept locked at all times except for inspection, delivery, and withdrawal of explosives.

3.8 EXCAVATIONS

Soil classification must be performed by a competent person in accordance with 29 CFR 1926 and EM 385-1-1.

3.8.1 Utility Locations

Provide a third party, independent, private utility locating company to positively identify underground utilities in the work area in addition to any station locating service and coordinated with the station utility department.

3.8.2 Utility Location Verification

Physically verify underground utility locations, including utility depth, by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within 3 feet of the underground system.

3.8.3 Utilities Within and Under Concrete, Bituminous Asphalt, and Other Impervious Surfaces

Utilities located within and under concrete slabs or pier structures, bridges, parking areas, and the like, are extremely difficult to identify. Whenever Contract work involves chipping, saw cutting, or core drilling through concrete, bituminous asphalt or other impervious surfaces, the existing utility location must be coordinated with station utility departments in addition to location and depth verification by a third party, independent, private locating company. The third party, independent, private locating company must locate utility depth by use of Ground Penetrating Radar (GPR), X-ray, bore scope, or ultrasound prior to the start of demolition and construction. Outages to isolate utility systems must be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the Contractor from meeting this requirement.

3.9 ELECTRICAL

Perform electrical work in accordance with EM 385-1-1, Chapters 11 and 12.

3.9.1 Conduct of Electrical Work

As delineated in EM 385-1-1, electrical work is to be conducted in a de-energized state unless there is no alternative method for accomplishing the work. In those cases obtain an energized work permit from the Contracting Officer. The energized work permit application must be accompanied by the AHA and a summary of why the equipment/circuit needs to be worked energized. Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Attach temporary grounds in accordance with ASTM F855 and IEEE 1048. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator is allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear

of any energized electrical sources is the preferred method.

When working in energized substations, only qualified electrical workers are permitted to enter. When work requires work near energized circuits as defined by NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves and electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA. Ensure that each employee is familiar with and complies with these procedures and 29 CFR 1910.147.

3.9.2 Qualifications

Electrical work must be performed by QP with verifiable credentials who are familiar with applicable code requirements. Verifiable credentials consist of State, National and Local Certifications or Licenses that a Master or Journeyman Electrician may hold, depending on work being performed, and must be identified in the appropriate AHA. Journeyman/Apprentice ratio must be in accordance with State, Local requirements applicable to where work is being performed.

3.9.3 Arc Flash

Conduct a hazard analysis/arc flash hazard analysis whenever work on or near energized parts greater than 50 volts is necessary, in accordance with NFPA 70E.

All personnel entering the identified arc flash protection boundary must be QPs and properly trained in NFPA 70E requirements and procedures. Unless permitted by NFPA 70E, no Unqualified Person is permitted to approach nearer than the Limited Approach Boundary of energized conductors and circuit parts. Training must be administered by an electrically qualified source and documented.

3.9.4 Grounding

Ground electrical circuits, equipment and enclosures in accordance with NFPA 70 and IEEE C2 to provide a permanent, continuous and effective path to ground unless otherwise noted by EM 385-1-1.

Check grounding circuits to ensure that the circuit between the ground and a grounded power conductor has a resistance low enough to permit sufficient current flow to allow the fuse or circuit breaker to interrupt the current.

3.9.5 Testing

Temporary electrical distribution systems and devices must be inspected, tested and found acceptable for Ground-Fault Circuit Interrupter (GFCI) protection, polarity, ground continuity, and ground resistance before initial use, before use after modification and at least monthly. Monthly inspections and tests must be maintained for each temporary electrical distribution system, and signed by the electrical CP or QP.

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SOURCES FOR REFERENCE PUBLICATIONS
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PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization (e.g. ASTM B564 Standard Specification for Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

ASTM INTERNATIONAL (ASTM)
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959
Ph: 610-832-9585
Fax: 610-832-9555
E-mail: service@astm.org
Internet: http://www.astm.org

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
445 Hoes Lane or 2001 L Street, NW. Suite 700
Piscataway, NJ 08855-1331 or Washington, DC 20036-4910 USA
Ph: 732-981-0060 or 800-701-4333
Fax: 732-562-6380
E-mail: onlinesupport@ieee.org or ieeeusa@ieee.org
Internet: http://www.ieee.org

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
1 Batterymarch Park
Quincy, MA 02169-7471
Ph: 617-770-3000 or 800-344-3555
Fax: 617-770-0700
E-mail: webmaster@nfpa.org
Internet: http://www.nfpa.org

TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA)
1320 . Courthouse Rd., Suite 200
Arlington, VA 22201
Ph: 703-907-7700

Fax: 703-907-7727
Internet: http://www.tiaonline.org

U.S. ARMY CORPS OF ENGINEERS (USACE)
Order CRD-C DOCUMENTS from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services Branch, TIC
3909 Halls Ferry Road
Vicksburg, MS 39180-6199
E-mail: MTC-INFO@erdc.usace.army.mil
Internet:
http://gsl.erdc.usace.army.mil/SL/MTC/handbook/handbook.htm
Order Other Documents from:
USACE Publications Depot
Attn: CEHEC-IM-PD
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
E-mail: pubs-army@usace.army.mil
Internet: http://www.usace.army.mil/publications
or
http://www.hnc.usace.army.mil/Missions/Engineering/TECHINFO.aspx

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
8601 Adelphi Road
College Park, MD 20740-6001
Ph: 866-272-6272
Fax: 301-837-0483
E-mail: contactcenter@gpo.gov
Internet: http://www.archives.gov
Order documents from:
Superintendent of Documents
U.S.Government Printing Office (GPO)
732 North Capitol Street, NW
Washington, DC 20401
Ph: 202-512-1800
Fax: 202-512-2104
E-mail: contactcenter@gpo.gov
Internet: http://www.gpoaccess.gov

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

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QUALITY CONTROL
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PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D3740	(2019) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E329	(2023) Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety -- Safety and Health Requirements Manual

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program. Include all associated costs in the applicable Bid Schedule item.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

SD-01 Preconstruction Submittals

Contractor Quality Control (CQC) Plan; G

1.4 GENERAL REQUIREMENTS

Establish and maintain an effective quality control (QC) system that complies with FAR 52.246-12 Inspection of Construction. QC is comprised of plans, procedures, and organization necessary to produce an end product that complies with the Contract requirements. The QC system covers all construction operations, both onsite and offsite, and must be keyed to the proposed construction sequence. The Quality Control Manager, Superintendent, Site Safety and Health Officer (SSHO), and all on-site

supervisors are responsible for the quality of work and are subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the Contract. The Quality Control Manager must maintain a physical presence at the work site at all times and is the primary individual responsible for all quality control.

1.5 QUALITY CONTROL (QC) PROGRAM REQUIREMENTS

Establish and maintain a QC program as described in this section. The QC program consists of a QC Organization, QC Plan, QC Plan Meeting(s), a Coordination and Mutual Understanding Meeting, QC meetings, three phases of control, submittal review and approval, testing, completion inspections, QC certifications, and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations that comply with the requirements of this Contract. The QC program must cover on-site and off-site work and be keyed to the work sequence. No construction work or testing may be performed unless the QC Manager is on the work site. The QC Manager must report to an officer of the firm and not be subordinate to the Project Superintendent or the Project Manager. The QC Manager, Project Superintendent and Project Manager must work together effectively. Although the QC Manager is the primary individual responsible for quality control, all individuals will be held responsible for the quality of work on the job.

1.5.1 Meetings

1.5.1.1 Quality Control Plan Meeting

Prior to submission of the QC Plan, the Contractor may request a meeting with the Contracting Officer to discuss the QC Plan requirements of this Contract.

The purpose of this meeting is to develop a mutual understanding of the QC Plan requirements prior to plan development and submission and to agree on the Contractor's list of Definable Feature of Work (DFOW).

1.5.1.2 Coordination and Mutual Understanding Meeting

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, meet with the Contracting Officer and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details must be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the QC Manager and signed by the Contractor, and the Government. Provide a copy of the signed minutes to all attendees. At a minimum the Coordination and Mutual Understanding Meeting must be repeated when a new QC Manager is appointed. There can be other occasions when subsequent conferences will be called by either party to reconfirm mutual understandings or address deficiencies in the CQC system or procedures which can require corrective action by the Contractor.

1.5.1.2.1 Purpose

The purpose of this meeting is to develop a mutual understanding of the QC details, including documentation, administration for on-site and off-site work, design intent, environmental requirements and procedures,

coordination of activities to be performed,and the coordination of the Contractor's management, production, and QC personnel. At the meeting, the Contractor must explain in detail how three phases of control will be implemented for each DFOW, as well as how each DFOW will be affected by each management plan or requirement as listed below:

a. Environmental Protection Plan.

b. Environmental regulatory requirements.

1.5.1.2.2 Coordination of Activities

Coordinate activities included in various sections to assure efficient and orderly installation of each component. Coordinate operations included under different sections that are dependent on each other for proper installation and operation.

1.5.1.2.3 Attendees

As a minimum, the Contractor's personnel required to attend include an officer of the firm, the Project Manager, Project Superintendent, QC Manager, Alternate QC Manager and subcontractor representatives. Each subcontractor who will be assigned QC responsibilities must have a principal of the firm at the meeting.

1.5.1.3 Quality Control (QC) Meetings

After the start of construction, conduct weekly QC meetings led by the QC Manager at the work site with the Project Superintendent, and the other personnel as necessary. The QC Manager is to prepare the minutes of the meeting and provide a copy to the Contracting Officer within 2 working days after the meeting. The Contracting Officer may attend these meetings. As a minimum, accomplish the following at each meeting:

a. Review the minutes of the previous meeting.

b. Review the schedule and the status of work and deficiencies/rework. Review the most current approved schedule (in accordance with schedule specification) and the status of work and deficiencies/rework.

c. Review the status of submittals and Request For Information (RFIs).

d. Review the work to be accomplished in the next 3 weeks and all documentation required for that work.

e. Review Testing Plan and Log including status of tests performed since last QC Meeting.

f. Resolve QC and production problems. Discuss status of pending change orders.

g. Address items that may require revising the QC Plan.

h. Review Accident Prevention Plan (APP) and effectiveness of the safety program.

i. Review environmental requirements and procedures.

j. Review Environmental Management Plan.

k. Review the status of training completion.

1.5.2 Contractor Quality Control (CQC) Plan

Submit no later than 7 days prior to the Preconstruction Conference, the CQC Plan proposed to implement the requirements FAR 52.246-12 Inspection of Construction. Construction will be permitted to begin only after acceptance of the CQC Plan and other Contract requirements or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional work.

1.5.2.1 Content of Contractor Quality Control (CQC) Plan

Provide a CQC Plan, prior to start of construction that includes a table of contents, with major sections identified, pages numbered sequentially, and that documents the proposed methods and responsibilities for accomplishing quality control during the construction of the project. The CQC Plan must at a minimum include the following sections:

a. A description of the quality control organization and acknowledgment that the CQC staff will implement the three phase control system for all aspects of the work specified.

b. An organizational chart showing the quality control organization with individual names and job titles and lines of authority up to an executive of the company at the home office.

c. NAMES AND QUALIFICATIONS: Names and qualifications, in resume format, (including position titles and durations for qualifying experiences) for each person in the QC organization. Include the Construction Quality Management (CQM) for Contractors course certifications for the QC personnel as required by the paragraph CONSTRUCTION QUALITY MANAGEMENT TRAINING.

d. DUTIES, RESPONSIBILITY AND AUTHORITY OF QC PERSONNEL: Duties, responsibilities, and authorities of each person in the QC organization.

e. OUTSIDE ORGANIZATIONS: A listing of outside organizations, such as architectural and consulting engineering firms, that will be employed by the Contractor and a description of the services these firms will provide.

f. APPOINTMENT LETTERS: Letters signed by an officer of the firm appointing the QC Manager and Alternate QC Manager, and stating that they are responsible for implementing and managing the QC program as described in this Contract. Include in this letter the responsibility of the QC Manager and Alternate QC Manager to implement and manage the three phases of control, and their authority to stop work that is not in compliance with the Contract. Letters of direction are to be issued by the QC Manager to all other QC Specialists or quality control representatives outlining their duties, authorities, and responsibilities. Include copies of the letters in the QC Plan.

g. SUBMITTAL PROCEDURES AND INITIAL SUBMITTAL REGISTER: Procedures for

reviewing, approving, scheduling, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. Provide the name(s) of the person(s) in the QC organization authorized to review and certify submittals prior to approval. Provide the initial submittal of the Submittal Register as specified in Section 01 33 00 SUBMITTAL PROCEDURES.

h. TESTING LABORATORY INFORMATION: Testing laboratory information required by the paragraph ACCREDITATION REQUIREMENTS, as applicable.

i. TESTING PLAN AND LOG: A Testing Plan and Log that includes the tests required, associated feature of work required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test.

j. Procedures to complete construction deficiencies from identification through acceptable corrective action. Establish verification procedures that identified deficiencies have been corrected. This phase is performed prior to beginning work on each definable feature of work, after all required plans, documents, materials are approved, and after copies are at the work site.

k. Reporting procedures, including proposed reporting formats.

l. Procedures for submitting and reviewing design changes/variations prior to submission to the Contracting Officer.

m. LIST OF DEFINABLE FEATURES: A Definable Feature of Work (DFOW) is a task that is separate and distinct from other tasks and has control requirements and work crews unique to that task. A DFOW is identified by different trades or disciplines, or it is work by the same trade in a different environment. A DFOW is by definition any item or activity on the construction schedule, and the schedule specification provides direction regarding how the DFOWs are to be structured. Include in the list of DFOWs for all activities on the Construction Schedule.Although each section of the specifications can generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. Identify the specification section number and schedule activity ID for each DFOW listed. The DFOW list will be reviewed in coordination with the construction schedule and agreed upon during the Coordination of Mutual Understanding Meeting.

n. PROCEDURES FOR PERFORMING AND TRACKING THE THREE PHASES OF CONTROL: Identify procedures used to ensure the three phases of control to manage the quality on this project. For each Definable Feature of Work (DFOW), a Preparatory and Initial phase checklist will be filled out during the Preparatory and Initial phase meetings. Conduct the Preparatory and Initial Phases and meetings with a view towards obtaining quality construction by planning ahead and identifying potential problems for each DFOW.

o. PROCEDURES FOR COMPLETION INSPECTION: Procedures for identifying and documenting the completion inspection process. Include in these procedures the responsible party for punch out inspection, pre-final inspection, and final acceptance inspection.

p. TRAINING PROCEDURES AND TRAINING LOG: Procedures for coordinating and documenting the training of personnel required by the Contract.

q. ORGANIZATION AND PERSONNEL CERTIFICATIONS LOG: Procedures for coordinating, tracking and documenting all certifications required for entities such as subcontractors, testing laboratories, suppliers, and personnel. The QC Manager will ensure that certifications are current, appropriate for the work being performed, and will not lapse during any period of the Contract that the work is being performed.

1.5.3 Acceptance of the Quality Control (QC) Plan

The Contracting Officer's acceptance of the Contractor QC Planis required prior to the start ofconstruction.The Contracting Officer reserves the right to require changes in the QC Plan and operations as necessary, including removal or addition of personnel, to ensure the specified quality of work. The Contracting Officer reserves the right to interview any member of the QC organization at any time to verify the submitted qualifications. All QC organization personnel are subject to acceptance by the Contracting Officer. The Contracting Officer may require the removal of any individual for non-compliance with quality requirements specified in the Contract.

1.5.4 Preliminary Construction Work Authorized Prior to Acceptance

The only construction work that is authorized to proceed prior to the acceptance of the QC Plan is mobilization of storage and office trailers, temporary utilities, and surveying with specific prior approval of the Contracting Officer.

1.5.5 Notification of Changes

Notify the Contracting Officer, in writing, of any proposed changes in the QC Plan or changes to the QC organization personnel. Proposed changes are subject to acceptance by the Contracting Officer.

1.6 QUALITY CONTROL (QC) ORGANIZATION

1.6.1 Personnel Requirements

The requirements for the CQC organization are a Site Safety and Health Officer (SSHO), QC Manager, a Design Quality Manager, and enough qualified personnel to ensure safety and Contract compliance. The SSHO reports directly to a senior project (or corporate) official independent from the QC Manager. The SSHO will also serve as a member of the CQC Staff Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly. The CQC staff always maintains a presence at the site during progress of the work and have complete authority and responsibility to take any action necessary to ensure Contract compliance. The CQC staff will be subject to acceptance by the Contracting Officer. Provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Promptly complete and furnish all letters, material submittals, shop drawing submittals, schedules, and all other project documentation to the CQC organization. The CQC organization is responsible for always maintaining these documents and records at the site, except as otherwise acceptable to the Contracting Officer.

1.6.2 Quality Control (QC) Manager

1.6.2.1 Duties

Provide a QC Manager at the work site to implement and manage the QC program. The QC Manager must be employed by the Prime Contractor. The only duties and responsibilities of the QC Manager are to manage and implement the QC program on this Contract. The QC Manager must attend the partnering meetings, QC Plan Meetings, Coordination and Mutual Understanding Meeting, conduct the QC meetings, perform the three phases of control, perform submittal review and approval, ensure testing is performed and provide QC certifications and documentation required in this Contract. The QC Manager is responsible for managing and coordinating the three phases of control and documentation performed by testing laboratory personnel and any other inspection and testing personnel required by this Contract. The QC Manager is the manager of all QC activities.

1.6.2.2 Qualifications

The QC Manager must be an individual with a minimum of 5 years combined experience in the following positions: Project Superintendent, QC Manager, Project Manager, Project Engineer or Construction Manager on similar size and type construction Contracts which included the major trades that are part of this Contract. The individual must have at least 2 years experience as a QC Manager. The individual must be familiar with the requirements of EM 385-1-1 and have experience in the areas of hazard identification, safety compliance, and sustainability.

The QC Manager and all members of the QC organization must be capable of reading, writing, and conversing fluently in the English language.

1.6.2.3 Construction Quality Management Training

In addition to the above experience and education requirements, the QC Manager and all members of the QC team must have completed the CQM for Contractors course. If the QC Manager does not have a current certification, obtain the CQM for Contractors course certification within 90 days of award. This course is periodically offered by the Naval Facilities Engineering Systems Command and the Army Corps of Engineers. Contact the Contracting Officer for information on the next scheduled class.

The Construction Quality Management Training certificate expires after 5 years. If the QC Manager's certificate has expired, retake the course to remain current.

1.6.3 Organizational Changes

Maintain the QC staff with personnel as required by the specification section at all times. When it is necessary to make changes to the QC staff, revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

1.6.4 Alternate Quality Control (QC) Manager Duties and Qualifications

Designate an alternate for the QC Manager at the work site to serve in the event of the designated QC Manager's absence. The period of absence may not exceed 2 weeks at one time, and not more than 30 workdays during a calendar year. The qualification requirements for the Alternate QC

Manager must be the same as for the QC Manager.

1.7 SUBMITTAL AND DELIVERABLES REVIEW AND APPROVAL

Procedures for submission, review and approval of submittals are described in Section 01 33 00 SUBMITTAL PROCEDURES. Procedures must include field verification of relevant dimensions and component characteristics by the QC organization prior to submittal being sent to the Contracting Officer. The CQC organization is responsible for certifying that all submittals and deliverables are in compliance with the Contract.

1.8 THREE PHASES OF CONTROL

CQC enables the Contractor to ensure that the construction, including that of subcontractors and suppliers, complies with the requirements of the Contract. At least three phases of control must be conducted by the QC Manager to adequately cover both on-site and off-site work for each definable feature of the construction work as follows:

1.8.1 Preparatory Phase

Document the results of the preparatory phase actions by separate minutes prepared by the QC Manager and attach to the daily CQC report. Instruct applicable workers as to the acceptable level of workmanship required to meet Contract specifications.

Notify the Contracting Officer at least 2 business days in advance of each preparatory phase meeting. The meeting will be conducted by the QC Manager and attended by the Project Superintendent, and the foreman responsible for the DFOW. When the DFOW will be accomplished by a subcontractor, that subcontractor's foreman must attend the preparatory phase meeting. This phase is performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. Perform the following prior to beginning work on each DFOW:

a. Review each paragraph of the applicable specification sections, reference codes, and standards. Make available during the prepatory inspection a copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field. Maintain and make available in the field for use by Government personnel until final acceptance of the work.

b. Review the Contract drawings.

c. Verify that field measurements are as indicated on construction or shop drawings or both before confirming product orders, to minimize waste due to excessive materials.

d. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required.

e. Review the testing plan and ensure that provisions have been made to provide the required QC testing.

f. Examine the work area to ensure that the required preliminary work has been completed and complies with the Contract and ensure any deficiencies/rework items in the preliminary work have been corrected

and confirmed by the Contracting Officer.

g. Review coordination of product/material delivery to designated prepared areas to execute the work.

h. Examine the required materials, equipment and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data and are properly stored.

i. Check to assure that all materials and equipment have been tested, submitted, and approved.

j. Discuss specific controls to be used, construction methods, construction tolerances, workmanship standards, and the approach that will be used to provide quality construction by planning ahead and identifying potential problems for each DFOW. Ensure any portion of the plan requiring separate Contracting Officer acceptance has been approved.

k. Review the APP and appropriate Activity Hazard Analysis (AHA) to ensure that applicable safety requirements are met, and that required Safety Data Sheets (SDS) are submitted.

1.8.2 Initial Phase

Notify the Contracting Officer at least 2 business days in advance of each initial phase. When construction crews are ready to start work on a DFOW, conduct the initial phase with the Project Superintendent, and the foreman responsible for that DFOW. Observe the initial segment of the DFOW to ensure that the work complies with Contract requirements. Document the results of the initial phase in the daily CQC Report and in the Initial Phase Checklist. Repeat the initial phase for each new crew to work on-site when acceptable levels of specified quality are not being met. Indicate the exact location of initial phase for definable feature of work for future reference and comparison with follow-up phases. Perform the following for each DFOW:

a. Check work to ensure that it is in full compliance with Contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full Contract compliance. Verify required control inspection and testing comply with the Contract.

c. Establish level of workmanship and verify that it meets the minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve any workmanship issues.

e. Ensure that testing is performed by the approved laboratory.

f. Check work procedures for compliance with the APP and the appropriate AHA to ensure that applicable safety requirements are met.

g. Review project specific work plans (i.e., HAZMAT Abatement, Stormwater Management) to ensure all preparatory work items have been completed and documented.

1.8.3 Follow-Up Phase

Perform the following for on-going DFOW daily, or more frequently as necessary, until the completion of each DFOW. The Final Follow-Up for any DFOW will clearly note in the daily report the DFOW is completed, and all deficiencies/rework items have been completed in accordance with the paragraph DEFICIENCY/REWORK ITEMS LIST. Each DFOW that has completed the Initial Phase and has not completed the Final Follow-up must be included on each daily report. If no work was performed on that DFOW for the period of that daily report, it must be so noted. Document all Follow-Up activities for DFOWs in the daily CQC Report:

a. Ensure the work including control testing complies with Contract requirements until completion of that particular work feature. Record checks in the CQC documentation.

b. Maintain the quality of workmanship required.

c. Ensure that testing is performed by the approved laboratory.

d. Ensure that deficiencies/rework items are being corrected. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of work which may be affected by the deficient work.

e. Do not build upon nor conceal non-conforming work.

f. Assure manufacturers' representatives have performed necessary inspections if required and perform safety inspections.

1.8.4 Additional Preparatory and Initial Phases

Conduct additional preparatory and initial phases on the same DFOW if the quality of on-going work is unacceptable, if there are changes in the applicable QC organization, if there are changes in the on-site production supervision or work crew, if work on a DFOW has not started within 45 days of the initial preparatory meeting or has resumed after 45 days of inactivity, or if other problems develop.

1.8.5 Notification of Three Phases of Control for Off-Site Work

Notify the Contracting Officer at least 2 weeks prior to the start of the preparatory and initial phases.

1.8.6 Deficiency/Rework Items List

The QC Manager must maintain a list of work that does not comply with the Contract, identifying what items need to be corrected, the activity ID number associated with the item, the date the item was originally discovered, the date the item will be corrected by, and the date the item was corrected.

The list shall be reviewed at each weekly QC Meeting:

a. There is no requirement to report a deficiency/rework item that is corrected the same day it is discovered.

b. No successor task may be advanced beyond the preparatory phase meeting until all deficiencies/rework items have been cleared by the QC

Manager and concurred with by the Contracting Officer. This must be confirmed as part of the Preparatory Phase activities.

c. Attach a copy of the "Deficiency/Rework Items List" to the last daily CQC Report of each month.

d. The Contractor is responsible for including those items identified by the Contracting Officer.

e. All deficiencies/rework items must be confirmed as corrected by the QC Manager, and concurred by the Contracting Officer, prior to commencement of any completion inspections per paragraph COMPLETION INSPECTIONS unless specifically exempted by the Contracting Officer.

f. Non-Compliance with these requirements shall be grounds for removal in accordance with paragraph ACCEPTANCE OF THE QUALITY CONTROL (QC)PLAN.

g. All delays, concurrent or related to failure to manage, monitor, control, and correct deficiencies/rework items are entirely the responsibility of the Contractor and shall not be made the subject, or any component of any request for additional time or compensation.

1.9 TESTING

Perform specified or required tests to verify that control measures are adequate to provide a product which conforms to Contract requirements. Upon request, furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and acceptance tests when specified. Procure the services of an U.S. Army Corps of Engineers approved testing laboratory or establish an approved testing laboratory at or near the project site. Perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with Contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all test documentation requirements, have been prepared.

e. Record results of all tests taken, both passing and failing on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test. If approved by the Contracting Officer, actual test reports are submitted later with a reference to the test number and date taken. Provide an information copy of tests performed by an offsite or commercial test facility directly to the Contracting Officer. Failure to submit timely test reports as stated results in nonpayment for related work performed and disapproval of the test facility for this Contract.

1.9.1 Laboratory Accreditation Authorities

All testing laboratories must be validated by the USACE Material Testing Center (MTC) for the tests to be performed. Information on the USACE MTC

with web-links to both a list of validated testing laboratories and for the laboratory inspection request for can be found at: https://mtc.erdc.dren.mil
Laboratory Accreditation Authorities include the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology at https://www.nist.gov/nvlap, the American Association of State Highway and Transportation Officials (AASHTO) Accreditation Program at http://www.aashtoresource.org/aap/overview, International Accreditation Services, Inc. (IAS) at https://www.iasonline.org/, U.S. Army Corps of Engineers Materials Testing Center (MTC) at https://www.erdc.usace.army.mil/Media/Fact-Sheets/Fact-Sheet-Article-View/Article/476661/materials-testing-center/, the American Association for Laboratory Accreditation (A2LA) program at https://a2la.org/, the Washington Association of Building Officials (WABO) at https://www.wabo.org/ (Approval authority for WABO is limited to projects within Washington State), and the Washington Area Council of Engineering Laboratories (WACEL) at https://www.wacel.org/lab-accreditation-and-inspection-agency-audit-programs/laboratory-accreditation-program/(Approval authority by WACEL is limited to projects within Facilities Engineering Command (FEC) Washington geographical area).

1.9.2 Capability Check

The Contracting Officer retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this Contract. Laboratories utilized for testing soils, concrete, asphalt, and steel must meet criteria detailed in ASTM D3740 and ASTM E329.

1.9.2.1 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

1.9.3 Test Results

Cite applicable Contract requirements, tests or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. If the item fails to conform, notify the Contracting Officer immediately. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable. Test results must be signed by a testing laboratory representative authorized to sign certified test reports. Furnish the signed reports, certifications, and other documentation to the Contracting Officer via the QC Manager.

1.10 COMPLETION INSPECTIONS

1.10.1 Punch-Out Inspection

Near the completion of all work or any increment thereof, established by a completion time stated in the Contract Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the

specifications, the QC Manager must conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings, specifications, and Contract. Include in the punch list any remaining items on the "Deficiency/Rework Items List", that were not corrected prior to the Punch-Out Inspection as approved by the Contracting Officer in accordance with the paragraph DEFICIENCY/REWORK ITEMS LIST. Include within the punch list the estimated date by which the deficiencies will be corrected. Provide a copy of the punch list to the Contracting Officer.

The QC Manager, or staff, must make follow-on inspections to ascertain that all deficiencies have been corrected. All punch list items must be confirmed as corrected by the QC Manager and concurred by the Contracting Officer. Once this is accomplished, notify the Government that the facility is ready for the Government "Pre-Final Inspection".

1.10.2 Pre-Final Inspection

The Government and QC Manager will perform this inspection to verify that the facility is complete and ready to be occupied. A Government "Pre-Final Punch List" will be documented by the QC Manager as a result of this inspection. The QC Manager will ensure that all items on this list are corrected and concurred by the Contracting Officer prior to notifying the Government that a "Final" inspection with the Client can be scheduled. All items noted on the "Pre-Final" inspection must be corrected and concurred by the Contracting Officer in a timely manner and be accomplished before the Contract completion date for the work, or any increment thereof, if the project is divided into increments by separate completion dates unless exceptions are directed by the Contracting Officer.

1.10.3 Final Acceptance Inspection

Notify the Contracting Officer at least 14 calendar days prior to the date a final acceptance inspection can be held. State within the notice that all items previously identified on the pre-final punch list will be corrected and acceptable, along with any other unfinished Contract work, by the date of the final acceptance inspection. The Contractor must be represented by the QC Manager, the Project Superintendent, and others deemed necessary. Attendees for the Government will include the Contracting Officer, other Government QA personnel, and personnel representing the Client. Failure of the Contractor to have all Contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the Contract Clause entitled "Inspection of Construction."

1.11 QUALITY CONTROL (QC) CERTIFICATIONS

1.11.1 Contractor Quality Control (CQC) Report Certification

Contain the following statement within the CQC Report: "On behalf of the Contractor, I certify that this report is complete and correct and equipment and material used, and work performed during this reporting period is in compliance with the Contract drawings and specifications to the best of my knowledge, except as noted in this report."

1.11.2 Completion Certification

Upon completion of work under this Contract, the QC Manager must furnish a

certificate to the Contracting Officer attesting that "the work has been completed, inspected, tested and is in compliance with the Contract." Provide a copy of this final QC Certification for completion to the preparer of the Operation & Maintenance (O&M) documentation.

1.11.3 Invoice Certification

Furnish a certificate to the Contracting Officer with each payment request, signed by the QC Manager, attesting that as-built drawings are current, coordinated and attesting that the work for which payment is requested, including stored material, complies with Contract requirements.

1.12 DOCUMENTATION AND INFORMATION FOR THE CONTRACTING OFFICER

Maintain current and complete records of on-site and off-site QC program operations and activities.

Contact the Contracting Officer for sample forms or print from RMS-QCS as needed. Prior to commencing work on construction, the Contractor must obtain a copy set of the current report forms. The report forms will consist of the Contractor Quality Control (CQC) Report, CQC Report (Continuation Sheet), Contractor Production Report, Contractor Production Report (Continuation Sheet), Preparatory Phase Checklist, Initial Phase Checklist, Testing Plan and Log, and Rework Items List. Unless otherwise provided by the Contracting Officer, Contractor may use the forms provided as related material located at https://www.wbdg.org/ffc/dod/unified-facilities-guide-specifications-ufgs/ufgs-01-45-00.

1.12.1 Construction Documentation

Reports are required for each day that work is performed and must be attached to the Contractor Quality Control Report prepared for the same day. Maintain current and complete records of on-site and off-site QC program operations and activities. Reports are required for each day work is performed. Account for each calendar day throughout the life of the Contract.

The Project Superintendent and the QC Manager must prepare and sign the Contractor Production and CQC Reports, respectively. Every space on the forms must be filled in. Use N/A if nothing can be reported in one of the spaces. The reporting of work must be identified by terminology consistent with the construction schedule. In the "Remarks" sections of the reports, enter pertinent information including directions received, problems encountered during construction, work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered, a record of visitors to the work site, quality control problem areas, deviations from the QC Plan, construction deficiencies encountered, and meetings held. For each entry in the report(s), identify the Schedule Activity No. that is associated with the entered remark.

1.12.2 Quality Control Activities

CQC and Contractor Production reports will be prepared daily to maintain current records providing factual evidence that required quality control activities and tests have been performed. Include in these records the work of subcontractors and suppliers on an acceptable form that includes, as a minimum, the following information:

a. The name and area of responsibility of the Contractors and any subcontractors.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When a Network Analysis Schedule (NAS) is used, identify each item of work performed each day by NAS activity number.

d. Control phase activities performed. Preparatory, and Initial phase Checklists associated with the DFOW referenced to the construction schedule. Follow-up phase activities identified to the DFOW. If testing or specific QC Specialist activities are associated with the Follow-up phase activities for a specific DFOW note this and include those reports.

e. Test and control activities performed with results and references to specifications and drawings requirements. Identify the control phase (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action in accordance with the paragraph DEFICIENCY/REWORK ITEMS LIST.

f. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications and drawings requirements.

g. Submittals and deliverables reviewed, with Contract reference, by whom, and action taken.

h. Offsite surveillance activities, including actions taken.

i. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

j. Instructions given/received and conflicts in plans and specifications.

1.12.3 Verification Statement

Indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. Cover both conforming and deficient features and include a statement that equipment and materials incorporated in the work and workmanship comply with the Contract.

Furnish the original and one copy of these records in report form to the Government by 10:00 AM the next working day after the date covered by the report. As a minimum, prepare and submit one report for every 7 days of no work and on the last day of a no work period. All calendar days need to be accounted for throughout the life of the Contract. The first report following a day of no work will be for that day only. Reports need to be signed and dated by the QC Manager. Include copies of test reports and copies of reports prepared by all subordinate quality control personnel within the QC Manager Report.

1.12.4 Quality Control Validation

Establish and maintain the following in an electronic folder. Divide folder into a series of tabbed sections as shown below. Ensure folder is

updated at each required progress meeting.

a. CQC Meeting minutes in accordance with paragraph QUALITY CONTROL (QC) MEETINGS.

b. All completed Preparatory and Initial Phase Checklists, arranged by specification section, further sorted by DFOW referenced to the construction schedule. Submit each individual Phase Checklist the day the phase event occurs as part of the CQC daily report.

c. All milestone inspections, arranged by Activity Number referenced to the construction schedule.

d. An up-to-date copy of the Testing Plan and Log with supporting field test reports, arranged by specification section referenced to the DFOW to which individual reports results are associated. Individual field test reports will be submitted within 2 working days after the test is performed in accordance with the paragraph QUALITY CONTROL ACTIVITIES.

e. Copies of all Contract modifications, arranged in numerical order. Also include documentation that modified work was accomplished.

f. An up-to-date copy of the paragraph DEFICIENCY/REWORK ITEMS LIST.

g. Upon commencement of Completion Inspections of the entire project or any defined portion, maintain up-to-date copies of all punch lists issued by the QC staff to the Contractor and subcontractors and all punch lists issued by the Government in accordance with the paragraph COMPLETION INSPECTIONS.

1.12.5 Testing Plan and Log

As tests are performed,the QC Manager will record on the "Testing Plan and Log" the date the test was performed and the date the test results were forwarded to the Contracting Officer. Attach a copy of the updated "Testing Plan and Log" to the last daily CQC Report of each month. Provide a copy of the final "Testing Plan and Log" to the preparer of the Operation & Maintenance (O&M) documentation.

1.12.6 As-Built Drawings

The QC Manager must ensure the as-built drawings, required by Section 01 78 00 CLOSEOUT SUBMITTALS are kept current on a daily basis and marked to show deviations which have been made from the Contract drawings. The as-built drawings document shall commence with the QC Manager ensuring all amendments, or changes to the Contract prior to Contract award are accurately noted in the initial document set creating the accurate baseline of the Contract prior to any work starting. Ensure each deviation has been identified with the appropriate modifying documentation (e.g., PC No., Modification No., Request for Information No.). The QC Manager must initial each revision. Upon completion of work, the QC Manager will furnish a certificate attesting to the accuracy of the as-built drawings prior to submission to the Contracting Officer.

1.13 NOTIFICATION ON NON-COMPLIANCE

The Contracting Officer will notify the Contractor of any detected non-compliance with the Contract. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at

the work site, is deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of a claim for extension of time for excess costs or damages by the Contractor.

1.14 DELIVERY, STORAGE, AND HANDLING

Designate receiving/storage areas for incoming material to be delivered according to installation schedule and to be placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. Store and handle materials in a manner as to prevent loss from weather and other damage. Keep materials, products, and accessories covered and off the ground, and store in a dry, secure area. Prevent contact with material that may cause corrosion, discoloration, or staining. Protect all materials and installations from damage by the activities of other trades.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

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01/20

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SECTION 01 50 00

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS
01/20

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Construction Site Plan; ; G

1.2 NAVIGATION AIDS

Notify the Federal Aids to Navigation Officer 30 days prior to the commencement of work.

The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aids to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the appropriate Coast Guard Office, with a copy to the Contracting Officer and/or his Representative, not less than 30 days prior to the need for movement. The Contractor shall notify the appropriate Coast Guard Office of the approximate time of completion of dredging.

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

1.3 FLOATING PIPELINE

Design rubber float lines to minimize the number of connections in the discharge line and reduce the need to disconnect the float line from the submerged line in moderate storm conditions. Provide an information-only design submittal prior to starting this Definable Feature of Work. Floating pipeline, used as access ways, shall be equipped with walkways and guard rails. The walkway must be securely anchored to the pipeline and a guard rail equivalent in strength to a wood rail 2 inch by 4 inch must be provided on at least one side of the walkway and must be secured to upright at intervals of not more than 8 feet and of not less than 36 nor more than 42 inches in height above the walkway. Float pipelines not equipped with walkways must be barricaded to prevent personnel access.

1.4 SUBMERGED PIPELINES

Should it become necessary in the performance of this contract to use a

submerged pipelines across a navigable channel, the Contractor must notify the Contracting Officer, in writing to be received in the District Office at least ten working days prior to the desired closure date. This notification shall include the following:

(1) Location (Channel Centerline Stationing) and depth (over the top of the pipeline) at which the submerged line will be placed;

(2) The desired length of time the channel is to be closed for installation of the pipeline;

(3) The date and hour placement or removal will commence;

(4) The date and hour of anticipated completion; and

(5) The name and telephone number of the person to be contacted for information and response to any emergency condition.

The requirements of navigation may make it necessary to establish times other than those requested. It is the contractor's responsibility to coordinate his/her plans with the Coast Guard sufficiently in advance of the planned closing to prevent delay to the dredging operations and comply with the Coast Guard requirements.

1.5 CONSTRUCTION SITE PLAN

Prior to the start of work, submit a site plan showing the locations and dimensions of temporary facilities (including layouts and details, equipment and material storage area (onsite and offsite), and access and haul routes, avenues of ingress/egress to the fenced area and details of the fence installation. Identify any areas which may have to be graveled to prevent the tracking of mud. Indicate if the use of a supplemental or other staging area is desired. Show locations of safety and construction fences, site trailers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.

1.5.1 LAYOUT OF WORK

a. The Government will establish the following base lines and bench marks at the site of the work: (Monuments and bench marks as shown on the drawings.)

b. From the base lines and bench marks established by the Government, complete the layout of the work and provide measurements for the execution of the work to the location and limit marks indicated, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

c. Provide stakes, templates, platforms, equipment, tools and material, and labor as required for laying out the work from the base lines and bench marks established by the Government. Maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Contracting Officer, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit

marks established by the Contractor are not reasonably adequate to permit checking of the work.

Contractor shall contact the New York District Survey Section at (201) 309-2332 for any future reference to horizontal control data.

1.6 BRIDGE-TO-BRIDGE RADIO-TELEPHONE EQUIPMENT

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

1.7 HEAD PROTECTION AREA

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 05.D.01, EM 385-1-1, and shall ensure that all prime and subcontractor personnel, vendors, and visitors utilize hard hats while within the project area. (EM 385-1-1 30 Nov. 2014)

1.8 SIGNAL LIGHTS

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 or 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)

1.9 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 Std's. Inst. standard octave pass band of 600 to 2400 cycles per second and shall produce a 0.2 to 0.5 second audible warning within the initial three (3) feet of backward movement of the vehicle on which it is mounted and at regular intervals, not to exceed three (3) seconds throughout the backward movement. The alarm shall automatically stop when backward movement ceases. The sound intensity of the alarm shall range from and not exceed 90-100 db

(decibels) at a horizontal distance of five feet from the alarm.

c. Actuation of the alarm shall be automatic by direct connections to any part of the equipment that moves or acts in a manner distinctive only to the rearward movement of the vehicle with no manual controls of any kind between the source of actuation and the alarm. Where application of this requirement to specific types of the equipment has impractical application, other means of actuation may be used upon written approval of the Contracting Officer and/or his Representative.

d. The use of the alarm shall be in the addition to prescribed requirements for signalmen.

1.10 INSPECTION

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

a. To furnish, on the request of the Contracting Officer and/or his Representative or any inspector, the use of such boats, boatmen, laborers, a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the clause entitled: "Final Examination and Acceptance."

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

PART 2 PRODUCTS

2.1 ACCOMMODATIONS FOR GOVERNMENT INSPECTORS

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

2.2 FIELD OFFICE

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

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

Fax Machine: Monochrome minimum feed (3) - 8 ½ x 11 inches pages per minute. Capable of receivving on plain white bound paper.

Color Printer

Telephone: 2-Line phone compatible with phone service.

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

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

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

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

2.3 TEMPORARY SIGNAGE

2.3.1 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 00 90 01, Attachment C, Project Identification and Safety Signs. The Corps of Engineers castle logo (an 8.5" x 11" red decal) is to be used on the sign.

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

2.3.2 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 00 90 01, Attachment C, 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.

2.3.3 Bulletin Board

Within one calendar day of mobilization on site and prior to the commencement of work activities, provide a clear weatherproof covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, Safety and Health Information as required by EM 385-1-1 Section 01 and other information approved by the Contracting Officer. Coordinate requirements herein with 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS.

2.3.4 Warning Signs

Post temporary signs, tags, and labels to give workers and the public adequate warning and caution of construction hazards according to the EM 385-1-1 Section 04. Attach signs to the perimeter fencing every 150 feet warning the public of the presence of construction hazards. Signs must require unauthorized persons to keep out of the construction site. Correct the data required by safety signs daily.

PART 3 EXECUTION

3.1 RESTORATION OF STORAGE AREA

Upon completion of the project remove the bulletin board, signs, barricades, haul roads, and any other temporary products from the site. After removal of trailers, materials, and equipment from within the fenced area, remove the fence. Restore areas used during the performance of the contract to the original or better condition. Remove gravel used to traverse grassed areas and restore the area to its original condition, including top soil and seeding as necessary.

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SECTION 01 57 20.00 10

ENVIRONMENTAL PROTECTION
04/06

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024 Safety and Health Requirements Manual)

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions of Waters of the United States
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
40 CFR 68	Chemical Accident Prevention Provisions
49 CFR 171 - 178	Hazardous Materials Regulations

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and

liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners,excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

1.2.4 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers,creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.

1.2.5 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.2.6 Wetlands

Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLANDS MANUAL.

1.3 GENERAL REQUIREMENTS

Minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work must be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

1.4 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 D of Section 00 90 01 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, 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)

1.5 1.30 NOISE LEVEL CRITERIA

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

1.6 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

1.7 PAYMENT

No separate payment will be made for work covered under this section. Payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor, and payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations are the Contractor's responsibility. All costs associated with this section must be included in the contract price. The Contractor shall be responsible for all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

1.8 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals; G

Environmental Protection Plan; G

1.9 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for

review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern must be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Protection Plan. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

1.9.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor will be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.9.2 Contents

The environmental protection plan shall include but shall not be limited to, the following:

a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.

b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.

c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.

d. Description of the Contractor's environmental protection personnel training program.

e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan must include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for this plan.

f. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.

g. Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff.

h. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.

i. Drawing showing the location of borrow areas.

j. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include, as a minimum:

(1) The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual will immediately notify the Contracting Officer and Facility Response Personnel in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. Include in the plan a list of the required reporting channels and telephone numbers.

(2) The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

(3) Training requirements for Contractor's personnel and methods of accomplishing the training.

(4) A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

(5) The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

(6) The methods and procedures to be used for expeditious contaminant cleanup.

k. A Non-hazardous solid waste disposal Plan identifying methods and locations for solid waste disposal including clearing debris and schedules for disposal and the following.

(1) The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Submit licenses or permits for solid waste disposal sites that are not a commercial operating facility.

(2) Evidence of the disposal facility's acceptance of the solid

waste must be attached to this plan during the construction. The Contractor shall attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g. the first working day of January, April, July, and October).

(3) The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic yards (CY)or tons along with the percent that was diverted.

l. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional and local Government sponsored recycling programs to reduce the volume of solid waste at the source.

m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.

n. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be onsite at any given time must be included in the contaminant prevention plan. As new hazardous materials are brought onsite or removed from the site, the plan shall be updated.

o. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfecting of water, hydrostatic test water, and water used in flushing of lines. If a settling/retention pond is required, the plan must include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the waste water, the plan must include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be the method of disposal, include a copy of the permit and associated documents as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan must include documentation that the Waste Water Treatment Plant Operator has approved the flow rate, volume, and type of discharge.

p. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. Include in the plan methods to assure the protection of

known or discovered resources, identifying lines of communication between Contractor personnel and the Contracting Officer.

1.9.3 Appendix

Attach to the Environmental Protection Plan, as an appendix, copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents.

1.10 PROTECTION FEATURES

This paragraph supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any onsite construction activities, the Contractor and the Contracting Officer will make a joint condition survey. Immediately following the survey, the Contractor will prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report will be signed by both the the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor must protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the work under the contract.

1.11 SPECIAL ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with the special environmental requirements listed here and attached at the end of this section.

1.12 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations from the drawings,plans and specifications, requested by the Contractor and which may have an environmental impact, will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.13 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. After receipt of such notice, the Contractor will inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or equitable adjustments allowed for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

1.14 PROTECTION OF ENVIRONMENTAL RESOURCES

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

1.14.1 Protection of Endangered and Threatened Species

1.14.1.1 Scope of Work

Scope of work for Endangered Species Observers; applicable only for work to be performed by Hopper Dredge year-round. Endangered species observers will report to the Contracting officer (actual date(s) will depend on the contract arrangements between the USACE, NY district and the contractor).

1.14.1.2 Purpose

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

1.14.1.3 Requirements: The Contractor shall complete the following;

a. Site Description/Background: Based on a survey performed on 14-17 April 2025, the estimated volume of available dredge material is shown on Section 01 30 00 "Administrative Requirements", Paragraph 1.11 "Estimated Quantities". For more detail and clarification, see paragraph 1.2 "WORK COVERED BY THE CONTRACT DOCUMENTS" in Section 01 11 00 "SUMMARY OF WORK" of these specifications.

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

c. Accommodation for Endangered Species Observers: The Contractor shall provide the following to Endangered Species Observers:

(1) A separate and private sleeping quarters, bathroom and shower facility for exclusive use of endangered species observers.

(2) Accommodations and meals, which are equal to that which the dredge officers receive.

(3) Transportation to and from the dredge vessel and the mainland.

d. Provisions of Endangered Species Observers Monitoring:

(1)The Contractor will provide endangered species observers on-board the dredge vessel observation coverage one hundred (100) percent of the total dredging time year-round.

(2) Endangered Species Observers will check for the presence of sea turtles and fragments of sea turtles entrained within the dredge material brought on board the dredge or seen in the vicinity of the dredging vessel.

(3) Inspect brackets or screens to ensure that they are functional and meet specifications as described in paragraph 1.12.1.3.g. below.

(4) The Contractor will provide additional man power resources from the dredge crew to assist endangered species observers. Additional man-power may be needed for, but is not limited to, the following

i. Installing and maintaining sufficient lighting.
ii. Cleaning fixing, deploying and emptying specimen collection.

e. Detail Criteria for Endangered Species Observers: Endangered Species observers shall:

(1) Initiate endangered species monitoring year-round.

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

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

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

(5) Fill out a turtle observation reporting log sheet. See Section 00 90 01.

(6) Fill out an incidental report of sea turtle mortality sheet and follow procedures in paragraph number 6 below, if a sea turtle has been taken.

(7) Observe for the presence of whales during each six (6) hours monitoring period, and fill out a daily whale reporting log.

(8) Assemble a detailed season summary report.

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

(1) Fill out a turtle observation reporting log sheet and an incidental report of sea turtle mortality log sheet.(See Section 00 90 01)

(2)Photograph, using color film, sea turtle and their parts.

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

(4) Immediately contact the district biologist at 917-790-8617 and National Marine Fisheries Service at 978-282-8465 or 978-281-9208.

(5) Examine any live sea turtle for injury and release if not seriously injured. If an injury is such that would prohibit release, endangered species observers will contact the district biologist 917-790-8617.

g. Hopper Dredge Modifications: The Contractor Shall:

(1) Install baskets or screens over the hopper inflow and overflow, and any openings(s) that is/are present along the inflow pipe infrastructure to ensure one hundred (100) percent screening of dredge material. Baskets or screens or inflow openings shall have openings that that do not exceed four (4) inches by four (4) inches. The design and method of fabrication will depend on the construction of the dredge being used and shall be subject to approval by the Contracting Officer, upon consultation with the district biologist. Baskets and/or screens shall remain in place during all dredging operations during monitoring weeks from 15 June to 30 November of the calendar year. Metal that is resisting to erosion from sandblasting will used to fabricate baskets or screens.

(2) Replace or repair baskets or screens if openings exceed four inches by four inches.

(3) Install and maintain sufficient lighting to properly and safely examine collected specimens. Endangered species observers and the district biologist will determine the amount of light needed.

h. Special Dredge Operations Requirements: The Contractor Shall:

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

(2) Undertake evasive maneuvers to avoid collision with sea turtles and whales.

(3) Inspect, repair baskets or screens before the next dredge cycle begins. Endangered species observers and the district

biologist will determine after inspection if repairs meet specifications as defined in section 1.12.1.3.h. above. Endangered species observers shall notify the Contracting officer's representative and the district biologist as soon as possible, if dredging proceeds before repairs are made.

(4) The Contractor shall keep an adequate supply of repair material for baskets and or screens in stock in the vessel.

i. Dredge Requirements: Contractor is Responsible for the following:

(1) Providing endangered species observers with a statement of dangers associated with work-on-board the dredge vessel.

(2) Ensuring that endangered species observers follow safety requirements and recommendations while on board the dredge vessel and while in transit between the vessel and the mainland.

(3) Obtaining a copy of the Corps of Engineers Manual, EM 385-1-1, dated 2024, entitled "Safety and Health Requirements Manual".

j. The Contractor Shall Follow the Reporting Procedures Listed Bellow:

(1) A sample turtle observation reporting log sheet is provided and shall be completed for every cycle (load), whether sea turtles are present or not.

(2) All data in the original form shall be submitted directly to the district biologist, Ms. Jenine Gallo, U.S. Army Corps of Engineers, CENAN-PL-EA, 26 Federal Plaza, New York City, New York 10278-0090, at the end of the each monitoring week. Weekly summaries will be emailed to jenine.gallo@usace.army.mil as soon as they become available. Copies of the data will be supplied to the district Contracting Officer. Following completion of the project, a copy of the Contractor's log regarding sea turtles and whales shall be forwarded to the district biologist.

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

(4) The detailed season summary report shall be submitted to the district biologist by 01 December of each calendar year.

(5) Any sighting of an injured or incapacitated sea turtle or whale will be reported immediately to the district biologist.

k. Inspections by the Project Biologist: Periodically the district biologist may inspect the dredge vessel to ensure that all criteria and modifications have been met. At the district biologist discretion, he/she may make inspections to ensure that the endangered species observation program is properly executed. The Contractor will provide the district biologist with accommodations as defined in paragraph c under sub-section 1.14.1.3 above.

1.14.2 Payment

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

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

This paragraph supplements the Contractor's responsibility under the contract clause "PERMITS AND RESPONSIBILITIES" to the extent that the Government has obtained the NJDEP Water Quality Certificate and Coastal Zone Management Consistency Statement. The Contractor shall Comply with the terms and conditions of the attached NJDEP Water Quality Certificate and Coastal Zone Management Consistency Statement attached as an appendix on this document.

3.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated in the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No Ropes, cables, or guys will not be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times, as defined in the following subparagraph. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.2.1 Work Area Limits

Prior to commencing construction activities the Contractor shall mark the area(s) that need not to be disturbed under this contract. Isolated areas within the general work area, which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers must be visible in the dark. The Contractor's personnel must be knowledgeable of the purpose for marking and/or protecting particular objects.

3.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved must be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.2.3 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. The Contractor shall Construct or install temporary and permanent erosion and sediment control Best Management Practices (BMPs). BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins. Any temporary measures shall be removed after the area has been stabilized.

3.2.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities will be made only when approved. Erosion and sediment controls must be provided for onsite borrow and spoil areas to prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas must be controlled to protect adjacent areas.

3.3 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor. For construction activities immediately adjacent to impaired surface waters, the Contractor must be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

3.3.1 Cofferdams, Diversions, and Dewatering Operations

Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure will be controlled at all times to maintain compliance with existing State water quality standards and designated uses of the surface water body. The Contractor shall comply with the state of New Jersey water quality standards and anti-degradation provisions.

3.3.2 Wetlands

The Contractor shall not enter disturb, destroy, or allow discharge of contaminants into any wetlands, except as authorized herein. The Contractor shall be responsible for the protection of wetlands shown on the drawings in accordance with paragraph 3.1 "Environmental Permits and Commitments" above. Authorization to enter specific wetlands shall not relieve the Contractor from any obligation to protect other wetlands within, adjacent to, or in the vicinity of the construction site and associated boundaries.

3.4 AIR RESOURCES

Equipment operation, activities, or processes will be performed by the Contractor in accordance with all Federal and State air emission and performance laws and standards.

3.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; must be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and local visibility regulations.

3.4.2 Odors

Odors from construction activities must be controlled at all times. The odors must be in compliance with State regulations and/or local ordinances and may not constitute a health hazard.

3.4.3 Sound Intrusions

The Contractor shall keep all construction activities under surveillance and control to minimize environment damage by noise and shall comply with the provisions of the State of New Jersey rules.

3.4.4 Burning

Burning will not be allowed on the project site unless specified in other sections of the specifications or authorized in writing by the Contracting Officer. The specific time, location, and manner of burning will be subject to approval.

3.5 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes will be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.5.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be place in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste.

3.5.2 Chemicals and Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to the ground or water. Periodic inspections of dispensing areas to identify leakage and/or potential leakage shall be performed and documented; corrective action shall also be documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums must be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes will be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

3.5.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall at a minimum, manage and store hazardous waste in compliance with 40 CFR 262 and shall manage and store hazardous waste in accordance with the installation hazardous waste management plan. The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. The Contractor shall segregate hazardous waste from other materials and wastes, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage. The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations. The Contractor shall transport Contractor generated hazardous waste off Government property within 60 days in accordance with the Environmental Protection Agency(EPA)and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer and the Facility Environmental Office. Cleanup and cleanup costs due to spills are the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility.

3.5.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. [Storage of fuel on the project site is not allowed. Storage of fuel on the project site shall be in accordance with all Federal, State, and local laws and regulations.

3.5.5 Waste Water

Disposal of waste water will be as specified below.

a. Waste water from construction activities, such as onsite material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. will not be allowed to

enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.

b. For discharge of ground water and run-off surface water, the Contractor shall discharge in accordance with all Federal, State, Regional, and/or Local laws and regulations.

c. Water generated from the flushing of lines after hydrostatic testing shall be land applied in accordance with all Federal, State, and local laws and regulations for land application.

3.6 RECYCLING AND WASTE MINIMIZATION

The Contractor shall participate in State and local government sponsored recycling programs. The Contractor is further encouraged to minimize solid waste generation throughout the duration of the project.

3.7 NON-HAZARDOUS SOLID WASTE DIVERSION REPORT

The contractor shall maintain an inventory of non-hazardous solid waste diversion and disposal of construction and demolition debris. The Contractor shall submit a report to the Facility through the Contracting Officer on the first working day after each fiscal year quarter, starting the first quarter that non-hazardous solid waste has been generated. Include the following in the report:

a. Construction and Demolition (C&D) Debris Disposed in Cubic Yards (CY) or Tons (TN), as appropriate.

b. Construction and Demolition (C&D) Debris Recycled in Cubic Yards (CY) or Tons (TN), as appropriate.

c. Total (C&D) Debris Generated in Cubic Yards (CY) or Tons (TN), as appropriate.

d. Waste sent to Waste-To-Energy Incineration Plant (This amount should not be included in the recycled amount) in Cubic Yards (CY) or Tons (TN), as appropriate.

3.8 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

Known existing historical, archaeological, and cultural resources within the Contractor's work area are shown on the drawings. The Contractor shall protect these resources and be responsible for their preservation during the life of the Contract. If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources will be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, paving's, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to

their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources and shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.9 BIOLOGICAL RESOURCES

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The protection of threatened and endangered animal and plant species, including their habitat, in accordance with Federal, State, Regional, and local laws and regulations.

3.10 TRAINING OF CONTRACTOR PERSONNEL

Contractor's personnel shall be trained in all phases of environmental protection and pollution control by means of conducting environmental protection/pollution control meetings prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards, familiarization and care of monitoring devices, vegetative covers in order to ensure adequate and continuous environmental/pollution control. Additionally, the meeting topics shall include information on anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, recognition and protection of archeological sites, artifacts, wetlands and endangered species and their habitat that are know to be in the area.

3.11 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area must be graded, filled and the entire area seeded unless otherwise indicated.

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PROJECT IDENTIFICATION
01/07

PART 1 GENERAL

1.1 SUBMITTALS

Not Used.

1.2 QUALITY ASSURANCE

Not Used.

1.3 SIGNAGE

Refer to Section 01 50 00, paragraph 2.3 - TEMPORARY SIGNAGE for information on Safety Signs and Project Signs.

1.4 PROJECT SIGN AND SAFETY SIGN

Prior to initiating any work on site, provide one project identification sign and one safety sign at the location designated. Construct the sign in accordance with project sign detail shown in Attachment C,Section 00 09 01. The sign shall be 6 feet by 4 feet. 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. In the event that a castle logo is not available, the contractor shall be responsible for obtaining the logo through other means or replicate the castle logo per the specifications stated within Attachment C. 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. Maintain sign throughout the life of the project. Upon completion of the project, remove the sign from the site.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

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05/19, CHG 1: 08/21

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CLOSEOUT SUBMITTALS
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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.

U.S. ARMY CORPS OF ENGINEERS (USACE)

ERDC/ITL TR-19-6	(2019) A/E/C Graphics Standard, Release 2.1
ERDC/ITL TR-19-7	(2019) A/E/C CAD Standard - Release 6.1

1.2 DEFINITIONS

1.2.1 As-Built Drawings

As-built drawings are the marked-up drawings, maintained by the Contractor on-site, that depict actual conditions and deviations from the Contract Documents. These deviations and additions may result from coordination required by, but not limited to: contract modifications; official responses to submitted Requests for Information (RFI's); direction from the Contracting Officer; design that is the responsibility of the Contractor, and differing site conditions. Maintain the as-builts throughout construction as red-lined PDF files. These files serve as the basis for the creation of the record drawings.

1.2.2 Record Drawings

The record drawings are the final compilation of actual conditions reflected in the as-built drawings.

1.3 SOURCE DRAWING FILES

Request the full set of electronic drawings, in the source format, for Record Drawing preparation, after award and at least 30 days prior to required use.

1.3.1 Terms and Conditions

Data contained on these electronic files must not be used for any purpose other than as a convenience in the preparation of construction drawings and data for the referenced project. Any other use or reuse is at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor must make no claim and waives to the fullest extent permitted by law, any claim or cause of action of any nature against the Government, its agents or sub consultants that may arise out of or in connection with the use of these electronic files. The Contractor must, to the fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or

resulting from the use of these electronic files.

These electronic CAD drawing files are not construction documents. Differences may exist between the CAD files and the corresponding construction documents. The Government makes no representation regarding the accuracy or completeness of the electronic CAD files, nor does it make representation to the compatibility of these files with the Contractor hardware or software. In the event that a conflict arises between the signed and sealed construction documents prepared by the Government and the furnished Source drawing files, the signed and sealed construction documents govern. The Contractor is responsible for determining if any conflict exists. Use of these Source Drawing files does not relieve the Contractor of duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate the work of all contractors for the project. If the Contractor uses, duplicates or modifies these electronic source drawing files for use in producing construction drawings and data related to this contract, remove all previous indicia of ownership (seals, logos, signatures, initials and dates).

1.4 RECORD DRAWINGS

The Government will provide PDF and or program files at the preconstruction conference that contains one set of "as-designed" electronic CAD files in the specified software and format revised to reflect all amendments and the final contract PDF drawings. The CAD files are provided to enable preparation of as-built or as-constructed drawings. If discrepancies exist between the CAD files and the contract PDF drawings, correct the CAD files to show the contract PDF drawings.

1.4.1 Variation with Contract Drawings

The electronic files provided are not part of the contract documents. If there is any discrepancy between the electronic files and the contract drawings, the contract drawings govern. The Government has no responsibility to modify any GFM due to changes in the design that occur after award.

Evaluate the content and quality of the GFM upon receipt. If major discrepancies or omissions occur in the GFM, notify the Contracting Officer and indicate the nature of such variations.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-11 Closeout Submittals

As-Built Drawings; G

Record Drawings; G

1.6 QUALITY CONTROL

Additions and corrections to the contract drawings must be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols must be the same as the original line colors, line weights, lettering, layering conventions, and symbols.

PART 2 PRODUCTS

2.1 RECORD DRAWINGS

Prepare the CAD drawing files in DGN format compatible with MicroStation Connect Edition on a Windows 10 Enterprise operating system.

2.1.1 Additional Drawings

If additional drawings are required, prepare them using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final record drawings must be identical to that used on the contract drawings.

2.1.1.1 Sheet Numbers and File Names

If a sheet needs to be added between two sequential sheets, append a Supplemental Drawing Designator in accordance with ERDC/ITL TR-19-7 Adding a drawing sheet, and ERDC/ITL TR-19-6 Adding or deleting drawing sheets and index sheet procedures.

2.2 PDF AS-BUILT FILES

Provide electronic PDF "plots" of all contract drawings sheets associated with the as-built drawing submittal. Compile and organize the PDF set to match the contract drawings. Bookmark and label the pages of the PDF file in accordance with Section 01 33 16.00 10 DESIGN DATA (DESIGN AFTER AWARD).

2.3 REDLINES AND MARKUPS

Provide PDFs of the current working redlines and/or markups complying with the as-builts drawing and markup requirements contained in this specification.

2.4 AS-BUILT OR ADVANCED MODELING RE-SUBMISSION REQUIREMENTS

If elements of an as-built submittal or advanced modeling package are rejected, provide the following for each re-submission, in addition to any information required in Section 01 33 00 SUBMITTAL PROCEDURES:

a. Re-submit all components required under paragraph As-Builts or Advanced Modeling Package, including a new Advanced Modeling Submittal Checklist and updated content in response to Government comments.

b. Provide a copy of all Government review comments.

c. Provide a disposition/response to each Government review comment for a back-check of the re-submission deliverable.

PART 3 EXECUTION

3.1 AS-BUILT DRAWINGS

Provide and maintain two black line print copies of the PDF contract drawings for As-Built Drawings. Maintain the as-builts throughout construction as red-lined PDF files.

3.1.1 Markup Guidelines

Make comments and markup the drawings complete without reference to letters, memos, or materials that are not part of the As-Built drawing. Show what was changed, how it was changed, where item(s) were relocated and change related details. These working as-built markup prints must be neat, legible and accurate as follows:

a. Use base colors of red, green, and blue. Color code for changes as follows:

   (1) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes.

   (2) Deletions (Red) - Over-strike deleted graphic items (lines), lettering in notes and leaders.

   (3) Additions (Green) - Added items, lettering in notes and leaders.

b. Provide a legend if colors other than the "base" colors of red, green, and blue are used.

c. Add and denote any additional equipment or material facilities, service lines, incorporated under As-Built Revisions if not already shown in legend.

d. Use frequent written explanations on markup drawings to describe changes. Do not totally rely on graphic means to convey the revision.

e. Use legible lettering and precise and clear digital values when marking prints. Clarify ambiguities concerning the nature and application of change involved.

f. Wherever a revision is made, also make changes to related section views, details, legend, profiles, plans and elevation views, schedules, notes and call out designations, and mark accordingly to avoid conflicting data on all other sheets.

g. For deletions, cross out all features, data and captions that relate to that revision.

h. For changes on small-scale drawings and in restricted areas, provide large-scale inserts, with leaders to the applicable location.

i. Indicate one of the following when attaching a print or sketch to a markup print:

   1) Add an entire drawing to contract drawings

   2) Change the contract drawing to show changes on the drawing.

3) Provided for reference only to further detail the initial design.

j. Incorporate all shop and fabrication drawings into the markup drawings.

3.1.2 As-Built Drawings Content

Revise As-Built Drawings in accordance with ERDC/ITL TR-12-1. During construction, the Contractor is responsible for maintaining drawings to show as-built construction conditions. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be documented accordingly and neatly recorded as they occur by means of details and notes. The as-built prints shall be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to maintain current as-builts is the basis for retainage on contact progress payments. The as-builts shall show the following information, but not limited to:

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

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

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

(4) Correct elevations if changes were made in channel depths.

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

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

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

3.2 RECORD DRAWING FILES

If additional drawings are required, prepare them using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final record drawings must be identical to that used on the contract drawings. Accomplish additions and corrections to the contract drawings using CAD files. Provide all program files and hardware necessary to prepare final PDF record drawings. The Contracting Officer will review final PDF record drawings for accuracy and return them to the Contractor for required corrections, changes, additions, and deletions.

3.2.1 Rename the CAD Drawing files

Rename the CAD Drawing files using the contract number as the Project Code field,(e.g., W912DS-26-B-A003.DWG) as instructed in the Pre-Construction conference. Use only those renamed files for the Marked-up changes. Make all changes on the layer/level as the original item.

a. MicroStation files (DGN)or Civil3D files (DWG), enter all as-built delta changes and notations on:

- Level #As-Built Revisions
- Level/Layer Name contains: ANNO-REVS
- Level/Layer Description: Revisions

b. When final revisions have been completed, show the wording "RECORD DRAWING AS-BUILTS" followed by the name of the Contractor in letters at least 3/16 inch high on the cover sheet drawing. Date RECORD DRAWING AS-BUILTS" drawing revisions in the revision block.

c. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final record PDF drawing files, CAD files and marked prints as specified will be cause for withholding any payment due under this contract. Approval and acceptance of final record drawings must be accomplished before final payment is made.

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BEACH FILL PLACEMENT

PART 1 GENERAL

1.1 MOBILIZATION AND DEMOBILIZATION

Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations, such as transfer of dredge and attendant plant and equipment to site, initial installations of pipe, preparation of beach fill areas, and other incidentals in advance of the actual dredging. Demobilization shall include general preparation for transfer of plant to its home base, removal of pipelines, cleanup of beach fill areas, and transfer of plant to its home use. The cost of work other than mobilization and demobilization of the Contractor's dredging plant and equipment shall not be included in this item. For payment for Mobilization and Demobilization see contract clause 00700-89.

All costs connected with the mobilization and demobilization of all of the contractor's dredging plant and equipment will be paid for at the contract job price for this item. Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of his mobilization to the work site. The remaining forty percent (40%) will be included in the final payment for work under the contract.

In the event the Contracting Officer and/or Contracting Officer Representative considers that the amount in this item (60%), which represents mobilization, does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer and/or Contracting Officer Representative may require the Contractor to furnish cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer and/or Contracting Officer's Representative will result in payment of actual mobilization costs as determined by the Contracting Officer and/or Contracting Officer Representative, at the completion of mobilization and payment of the remainder of this item in the final payment under this contract. The determination of the Contracting Officer and/or Contracting Officer Representative is not subject to appeal.

1.2 DREDGING OF FIRE ISLAND INLET, NY - BASIC WORK

The Basic Work beach placement to be done under these specifications for the "Fire Island Inlet and Shores Westerly to Jones Inlet, NY Beach Erosion Control and Navigation Project" will be the dredging of the Fire Island Inlet Channel and Deposition Basins with placement of the dredged sand along the shoreline of Gilgo Beach, as indicated on the Contract Drawings.

Approximately 1,500,000 cubic yards of sand will be placed along 18,000 linear feet of Gilgo Beach shoreline, as indicated on the Contract Drawings.

1.3 MEASUREMENT AND PAYMENT

1.3.1 Beach Fill Placement

The total amount of material acceptably placed on the beach (from the Fire Island Inlet Channel and Deposition Basin) is to be paid for at the contract unit price as shown on the price schedule (Section 00 10 00) and shall be measured by the cubic yards in place on the beach by computing the volume between the beach surface shown by a survey made before filling and beach surface shown on a survey after filling. The reference datum shall be NAVD. The Basic Work must be completed before Optional Work at Overlook Beach can be performed.

No payment shall be made for material placed:

(1) Which was obtained from outside the designated dredging area or below the maximum dredging limit of the dredging area, except as directed by the Contracting Officer or his representative.

(2) In excess of the quantity to the design grade plus the 1' tolerance.

(3) For the extent of the project as shown on the contract drawings, above EL. +12.0 ft. NAVD plus tolerance (+13.0 ft with tolerance); beyond the point where the 1 on 20 slope line from EL. +12.0 ft. NAVD plus tolerance and the 1 on 20 slope line from EL. +8.0 ft (+9.0 ft with tolerance to the ocean bed).

Original and Final Surveys

The Contractor shall make original before-fill and final after-fill surveys under the supervision of the Contracting Officer's Representative and must make computations to determine the quantities of material placed on the beach for acceptance.

Surveys for Progress Payments

The Contractor will make any surveys for periods for which progress payments are requested and must make the computations based on these surveys.

Initial and Final Surveys

Initial and final surveys for acceptance will be taken immediately prior to and after fill placement. Before fill, surveys must not be taken more than 14 days prior to fill placement. Surveys will be taken on parallel profile lines (ranges) spaced at a maximum of 100-foot interval. The minimum stationing interval will be 10 feet or at breaks in slope.

The Contractor must conduct the original and final surveys, with the presence of Government representative, and make the computations based on them. The Contractor must conduct the surveys for any periods for which progress payments are requested and must make the computations based on these surveys. All survey conducted by the Contractor must be done by a New York Licensed surveyor and certified hydrographer subjected to approval by the Contracting Officer.

- The Contractor must be responsible to conduct all surveys. The Contractor must maintain work sections - a pre-construction and final acceptance section surveyed while construction is taking place in between.

The pre-construction sections should be maintained at a minimum 300 feet ahead of the fill placement. The Contractor must make such computations as are necessary to determine the quantities of work performed or finally in place and submit the computation for Government approval.

- Promptly upon completing a survey, the Contractor must furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who must use them as necessary to determine the amount of progress payments. The Contractor must retain copies of all such material furnished to the Contracting Officer or his representative. (FAR 52.236-16)

For Beach Fill Placement:

The Contractor will coordinate with the Contracting Officer's Representative to maintain work sections. The Contractor will perform preconstruction surveys between 500 feet and 1500 feet in advance of the last acceptance station but not more than 14 days prior to fill placement. The surveys must be performed in 100 foot increments. Acceptance surveys must be performed when 500 linear feet of beach is dressed and graded to template.

1.3.1.1 Original Drawings

All original drawings that are submitted to the Contracting Officer will be accompanied by three prints of each.

1.3.2 Temporary Fencing

No separate payment shall be made for temporary fencing, and all costs in connection therewith shall be included in the contract unit price for the work.

1.4 SITE CONDITIONS

Bidders are expected to examine the site of the work, including the placement areas and decide for themselves the conditions affecting their operations prior to submitting their bids. Records of previous dredging operations are available at the U.S. Army Engineer District, New York, Operations Division, Operations Support Branch, Technical Support Section, Room 16-400, 26 Federal Plaza, New York, N.Y. 10278-0090. See Contract Clause entitled: "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK" (FAR 52.236-3).

1.5 SEDIMENTATION PERMITS

No local governmental sedimentation or erosion control permits are required for this work except that as required in accordance with Contract Clause entitled: "PERMITS AND RESPONSIBILITIES" (FAR 52.236 7).

1.6 SUBMITTALS

The Contractor shall submit for approval, by the Contracting Officer and/or Contracting Officer Representative, his plan for development of any contractor-furnished placement areas or any modification to the Government furnished placement area. This plan shall show areas or portions thereof to be used. The plan shall also show the manner in which the dredged material will be distributed in the areas. Such plans shall be provided by the contractor at the Preconstruction Conference. If the plan is not

accepted the Contractor is to perform the work in accordance with the specifications.

1.7 QUALITY CONTROL

a. QUALITY CONTROL: The Contractor shall establish and maintain quality control for material placement to assure compliance with contract requirements, and maintain records of his quality control for all construction operations, including but not limited to the following:

1) Dredging, including suitability of dredged material and manipulation and control of the dredge discharge.

2) Placement of sand fill material, including continuity and order of placement; distribution of material and measures used to control loss of material.

b. The Contractor will have a "NOTICE TO MARINERS" published by the Coast Guard 30 days prior to start of work.

c. Placement Plan: The Contractor shall submit for approval his placement plan at the Preconstruction Conference. The placement plan shall include the particular site(s) to be utilized, all special conditions (i.e., NYSDEC, etc.) specific to sites(s) being used, contractor access to the site(s) locations and cross-section of existing and proposed dikes, maximum elevations and quantities of placement material for each site, weir and drainage structure locations, manner in which the dredged material will be distributed in the areas, etc. Approval of the placement plan by the Contracting Officer or Contracting Officer Representative is required prior to placement site(s) preparation. The Contractor shall conduct his work in accordance with the Placement Plan, however, approval of the plan for development of the placement area does not in any manner relieve the Contractor of his responsibility for the adequacy of the design and construction and drainage facilities required. In addition, the Contractor shall also submit at the pre-construction meeting, his plan for road crossings of the discharge pipeline. The contractor shall be responsible for securing the appropriate permits for any road crossings of discharge pipeline or similar activities and may not begin work until such permits are received from the appropriate agencies.

d. Pre-Construction Site Visit: Prior to actual construction of any placement site, the Contractor and the Contracting Officer and/or Contracting Officer Representatives shall visit the site(s) for the purpose of delineating areas of access avoidance (cultural resource and/or wetland concerns).

e. Construction/Maintenance of Containment Structure. The Contractor shall construct all retaining dikes, waste weirs and drainage structures as are necessary for confining the dredged material and for controlling placement area effluent until acceptance of all work under the contract.

f. Protection of Structures and Adjacent Areas. The contractor shall be responsible for the maintenance, repair and stability of all dikes, roads and structures, used by him under the contract. The Contractor shall restore all dikes, roads, and areas he disturbs through his operations to a satisfactory condition, as approved by the Contracting Officer or Contract Officer Representative, at no additional cost to the Government.

g. Inspection of Structures and Adjacent Areas. The Contractor shall

inspect all dikes, roads, waste weirs, and adjacent areas utilized during this operation on a daily basis to assure their safety and stability. The Contractor shall include these inspections in his daily quality control report. The inspection shall include but not be limited to structures, equipment, safety, security, drainage and seepage.

h. Reporting Requirements. The Contractor shall maintain a daily written record of all placement site operations. This requirement shall be made a part of the Contractor's Quality Control Plan and each record shall be included in the Contractor's Quality Control Report.

i. Containment Structure Restoration. The Contractor shall restore any feature of any containment structures as required to prevent the escape of dredged material from the placement site on to adjacent areas.

j. Control of Placement Area Effluent. The contractor shall monitor and control placement area conditions and placement effluent quality as prescribed in these specifications. The Contractor's Quality control Plan shall identify monitoring requirements and measures, which will be taken to control placement area conditions to insure effluent quality meets the requirements identified in the Water Quality Certificates (Section 00 90 02).

k. New York State Water Quality Certifications. The contractor shall comply with all requirements identified in the NYSDEC Water Quality Certificate (WQC) including all special conditions. A copy of the WQC is included in Section 00 90 02 of this specification.

l. Removal of Containment Area Structures. Any structures (i.e., weirs, pipeline, etc.) installed by the Contractor for use in his placement operations shall be removed and the contractor shall repair and stabilize all areas affected by the removal of these structures as approved by the Contracting Officer.

1.8 REPORTING REQUIREMENTS

1.8.1 Daily Report of Operations

The Contractor will, on Eng. Form 4267, be required to prepare and maintain a daily report of operations and inspections and furnish copies thereof to the Contracting Officer or Contracting Officer Representative. All the forms prescribed for the required information are in SECTION 35 20 23. Further instructions on the preparation of the report will be furnished at a pre-construction conference. Attached to the form, the Contractor shall submit a plan of the dredging area indicating the location, depth and extent of his dredging operations for that day.

1.8.2 Hopper Dredge Operation

When a hopper dredge operation is used, the Contractor will submit daily records of hopper loads, including tonnages of empty and fully loaded conditions prior to pumpout. For all types of dredge operations the Contractor will furnish production meter records (using properly calibrated instruments) of suctionline densities and pipeline velocities. Production meter records and loadmeter records must be cataloged either by time of day or load number.

PART 2 PRODUCTS

2.1 CHARACTER OF MATERIALS

The material to be removed to gain the depth within the limits called for in these specifications and drawings is material that has shoaled in the area since last dredged to the authorized dimensions. Results of grain size analyses performed on samples collected in the vicinity of the project area have indicated that the material to be deposited is predominantly sand (greater than 95% sand) and therefore compatible for beach placement.

2.2 DREDGING AREAS

2.2.1 Quantity

2.2.1.1 Gilgo Beach Placement

A sufficient quantity of material suitable for the beach fill is available from the Fire Island Inlet Navigation Channel and Deposition Basins shown on the Contract Drawings. The Inlet is located approximately 3 miles East of Gilgo Beach Placement Areas.

2.2.2 Fire Island Inlet Area Limits

All material shall be dredged from within the designated dredging area(s). In the event any portion of the dredging area yields material unsuitable for use on the beach, the Contracting Officer, or Contracting Officer Representative, may direct that the depth of excavation be changed or that the excavating equipment be moved to another portion of the dredging area that will yield suitable material. Under no circumstances shall material be obtained from outside the established limits of the dredging area. Should it be determined that an area outside the limits of the designated dredging area was used for borrow, the Contractor shall restore such area to original condition.

2.2.3 Soundings

Soundings in the dredging area are shown on the drawings. Dredging in the designated dredging area will be allowed to the depths indicated on the drawings.

2.2.4 Slopes

The dredge cuts in the dredging area shall not have side slopes steeper than 1 on 3.

PART 3 EXECUTION

3.1 ORDER OF WORK

See Paragraph 3.2.1 of "DREDGING", Section 35 20 23 .

3.2 PLACEMENT OF SAND FILL

3.2.1 Placement

The material dredged from the designated dredging area shall be placed on the beach fill area to the specified limits and cross sections shown on

the drawings provided. The material shall be deposited as evenly as practicable by the hydraulic method to form a comparatively smooth and uniform beach surface. A tolerance of 1.0 feet above and below Elevation +8.0 and 12.0-.0 feet NAVD, measured vertically, will be allowed and paid for the basic work.

3.2.2 Material Deposited Elsewhere

Any material that is placed elsewhere than in places designated or approved by the Contracting Officer, or Contracting Officer Representative , will not be paid for, and the Contractor may be required to remove such material, and placed it where directed, at his expense.

3.2.3 Dredge Material

Dredge material shall be pumped directly from the dredging vessel to the beach placement area. No bottom placement and re-handling will be allowed. Dredge discharge shall be manipulated and controlled by the Contractor in such a manner that a minimum of shaping by mechanical equipment will be required and a minimum amount of material will be lost.

3.2.4 Floatable Material

All floatable material excavated, including, without limitation, wood and tires, shall be disposed of at an existing approved upland disposal area. Should the Contractor encounter floatable material, a copy of a letter granting the permission of appropriate authorities to use an existing approved upland disposal area shall be submitted to the Contracting Officer and/or Contracting Officer Representative .

3.2.5 Final Beach Berm and Feeder Beach

The final beach berm and feeder beach of placed fill under the Basic work shall be shaped above El. +12.0 to El. +8.0 ft NAVD by bulldozing or other approved means as required, to provide the design beach sections shown on the drawings. No reshaping of the existing beach, which is above the lines and grades of the design section will be permitted.

3.2.6 Design Template

Beach Fill (Placement Area), Basic Work: The beach fill at Gilgo Beach shall consist of a stepped berm and feeder beach. The stepped berm will extend approximately 280 feet seaward from the baseline (southern edge of boardwalk)at an elevation of +12.0 feet (+13.0 feet with tolerance) NAVD from baseline station 0+00 to approximately baseline station 180+00. A seaward slope of 1 vertical on 20 horizontal will extend from the seaward end of the stepped berm to the feeder beach transition. The feeder beach will extend approximately 320 feet seaward from the baseline (southern edge of boardwalk)at an elevation of +8.0 feet (+9.0 feet with tolerance) NAVD from baseline station 0+00 to approximately baseline station 180+00 . A seaward slope of 1 vertical on 20 horizontal will extend from the seaward end of the ocean bottom (grade). The beach fill shall be placed with a taper of 300 feet east of station 0+00 and shall be completed with a 300 feet taper west of the designated end station. The berm shall tie into the exiting dune along the Gilgo Beach shoreline.

If the design template cannot be achieved at the toe of the section, then a compensated slope to offset voids in the construction fill template will be allowed. The Contractor must report to the Contracting Officer or the

Contracting Officer Representative the inability to achieve the design template within two days of placement. Such excess material shall be placed below Elevation +8.0 feet NAVD and above elevation -1.0 ft. NAVD; and the payable quantity shall not exceed the deficiency in template volume.

The contractor is required to perform a survey of the entire placement area prior to commencement of dredging to determine if the beach design template requires any modification.

The placement area shall be surveyed at 100-foot increments by the Contractor prior to and subsequent to the placement of dredged material. These profiles are subject to change, depending on the beach condition at the time of construction.

If the design template cannot be achieved at the toe of the section, then a compensated slope to offset voids in the construction fill template will be allowed. Such excess material shall be placed below elevation +4.0 ft NAVD above the toe.

The contractor shall not exceed past the limits of the contractor work area, as shown on the contract drawings. No disturbance of dune or dune vegetation allowed.

Option 1 (Overlook Beach Option)
Beach placement at Overlook Beach shall consist of one (1) berm, covering 0.19 miles along the beach, with a variable width. The berm shall have an elevation of 8.5 feet (NAVD) plus 0.5 feet tolerance. A seaward slope of 1 vertical on 13 horizontal shall extend from the seaward end to the ocean bottom.

Option 2
Beach placement at Overlook Beach shall consist of one (1) berm, covering 0.19 miles along the beach, with an increase in width from Option 1 (variable width). The berm shall have an elevation of 8.5 feet (NAVD) plus 0.5 feet tolerance. A seaward slope of 1 vertical on 13 horizontal shall extend from the seaward end to the ocean bottom.

Option 3
Beach placement at Overlook Beach shall consist of one (1) berm, covering 0.19 miles along the beach, with an increase in width from Option 2 (variable width). The berm shall have an elevation of 8.5 feet (NAVD) plus 0.5 feet tolerance. A seaward slope of 1 vertical on 13 horizontal shall extend from the seaward end to the ocean bottom.

3.2.7 Dredge Discharge

It is intended that dredge discharge shall be manipulated and controlled by the Contractor in such a manner that a minimum of shaping by mechanical equipment will be required and a minimum amount of material will be lost.

3.2.8 Placement of Dredged Material

Placement of dredged material on the beach fill area shall be subject to the following conditions:

(1) Any discharge pipeline crossing navigation channels must be submerged so that sufficient depth for navigation exists.

(2) Such discharge pipeline must be marked by signs, lights or other devices to insure safety to navigation by day and by night. All of these devices shall be in complete accordance with Coast Guard regulations. The contractor shall provide a written discussion of pipeline markings in the Accident Prevention Plan (Section 01 35 26).

(3) The discharge pipeline shall be arranged as approved by the Contracting Officer or his representative.

(4) It is expected that in placing the sand fill hydraulically, most of the silt and other fines being pumped will be washed into the ocean and dissipated by wave action. Ponding of the dredge effluent will not be allowed. However, baffles or dikes to control the flow of the dredge effluent will be required. The final seaward slope of the sand fill to be placed below El. +8.0 ft NAVD shall be the uncontrolled hydraulic slope of the material placed by the dredging process, estimated to be a 1 vertical to 20 horizontal slope down to the ocean bottom. The dredge effluent shall in all cases return directly to the ocean and not to the inshore side of the fill.

(5) If necessary, a temporary dike shall be constructed at the inshore limit of fill to prevent the dredge effluent from extending beyond the contract limits.

(6) Tracked vehicles shall be operated on the fill in such manner so that they do not cause excessive gouging.

(7) The Contractor shall be solely responsible for any damage caused by him to any dunes, lawns, fencing, boardwalk, pavement, curbs, signs, lamps, bulkhead, seawall, groin, beach grass, or any other property adjacent to the beach fill areas, and shall be required to repair at his own expense any such damage caused during the performance of work under this contract. Prior to the commencement of operations and after completion thereof, a joint inspection by representatives of the Contractor, The Contracting Officer and/or Contracting Officer Representative and local interests pertaining to the above will be made.

(8) In order to provide access for pedestrians across the pipeline in beach use areas within the contract limits, the pipeline shall be ramped with sand over the top elevation of the pipe at pedestrian access ways or at 500-foot intervals. Width of the ramps shall be 10 feet. The Contractor may provide another method of maintaining pedestrian thoroughfare across the pipe-line upon approval by the Contracting Officer or Contracting Officer Representative. Pedestrian thoroughfare shall be maintained for the duration of the contract. Also, in order to provide for the safety of persons using the beach, the following authority shall be contacted by the Contractor to restrict appropriate beach areas: Suffolk County, Town of Babylon.

During all pumping operations, the Contractor shall provide personnel to maintain visual control at the end of the discharge line. Radio contact shall also be provided by the Contractor to enable such personnel to halt dredging in case of emergency.

(9) A diffuser must be used when discharging material onto the placement area.

(10) The area where filling operations are in progress shall be floodlighted during the hours of darkness. Illumination shall be provided

by using portable light equipment such as model No.LDA I6 MTVE manufactured by ALLMAND BROS. INC. of HOLDREIRE, or approved equal. A minimum of 3-foot candles of illumination shall be maintained in the immediate vicinity of the pipe discharge.

(11) Monitoring the discharge operation by radio communication from the discharge location to the leverman during all pumping operations is required.

(12) A placement section will not be accepted for final survey unless the section is graded and dressed so as to eliminate any undrained pockets, abrupt lumps, and depressions in the beach fill surface.

(13) During all pumping operations, the Contractor shall provide personnel to maintain visual control of the end of the discharge line. Radio contact shall also be provided by the Contractor to enable such personnel to halt dredging in case of emergencies or undesirable material placement as directed by the COE.

(14) A temporary dike shall be constructed at the inshore limit of the fill to prevent the dredging effluent from extending beyond the contract limits.

(15) Completed work on the beach fill placement will be accepted in 500-foot long sections. Upon completion of all filling operations within an acceptance section, the fill shall be graded and dressed so as to eliminate any un-drained pockets, abrupt lumps, and depressions in the beach fill surfaces. The bank caused by ocean wave erosion shall be graded down to a slope not steeper than one (1) foot vertical to twenty (20) feet horizontal to Ele. +8.0 NAVD88. Final surveys as required in paragraph entitled QUANTITY SURVEYS of the Special Contract Requirements may not be performed until fill is graded and dressed. Final acceptance of the beach fill work will be as defined in paragraph entitled FINAL EXAMINATION AND ACCEPTANCE of the Special Contract Requirements.

(16) Vehicles used in the placement operation shall be operated in such a manner as to minimize vibrations and other noise.

(17) The discharge pipeline shall not impact upon the Suffolk County's sewer outfall pipeline. Alignment of the pipeline must be approved by the Contracting Officer. Suffolk County's sewer outfall pipeline is located at the following coordinates:

Starter	N 170,478.56	E 1,165,035.49
Fuser	N 155,696.67	E 1,163,924.48
End	N 152,994.33	E 1,161,731.82

3.2.9 Removal and Placement of Material

Removal and Placement of Material: The unit price per cubic yard for dredging shall include the cost of removal and placement of all materials as specified herein or indicated on the drawings, with the exception of ledge rock, large boulders, large rock fragments, wrecks, snags, stumps, and piles which cannot be removed or buried below project depth without blasting. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed upon and approved in accordance with Contract Clause entitled: "DIFFERING SITE CONDITIONS" (FAR 52.236 2).

3.3 PLANT

The Contractor agrees to keep on the job sufficient plant to meet the requirements of the work. The plant shall be in a satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the specifications. The plant shall be subject to the inspection of the Contracting Officer and/or Contracting Officer Representative at all times. No reduction in the capacity of the plant employed on the work shall be made except by written permission of the Contracting Officer and/or Contracting Officer Representative. The measure of the "capacity of the plant" shall be its actual performance on the work to which these specifications apply.

3.3.1 Scows

All scows must be kept in good condition, the coamings repaired and the pockets provided with proper doors or appliances to prevent leakage of material.

3.3.2 Hydraulic Pipelines

All pipelines for hydraulic dredging Plant must be kept in good condition at all times and any leaks or breaks along their length shall be promptly repaired. All breaks in any pipeline shall be reported on the Contractor's Daily Quality Control Report for the date the break occurred. An estimation of the duration of the break and the quantity of misplaced material shall be provided in the report.

3.3.3 Marking of Floating Dredge Pipelines

The contractor shall be required to mark floating dredge pipelines in accordance with the requirements of 88.15 of Annex V of U.S. Navigation Rules, inland, COMDTINST M 16672.2A, dated 23 December 1983. Dredge pipelines that are floating or supported on trestles shall display one row of yellow lights, visible all around the horizon for at least 2 miles on a clear, dark night. The lights shall flash at 50 or 70 times per minute and be places not less than 1 and not more than 3-5 meters (9.8 - 16 feet) above the water. The lights shall be sufficient in number to clearly show the length and course of the pipeline.

3.3.4 Dredge Pipelines Crossing Navigable Channels

The arrangement of any pipeline crossing a navigable channel shall be approved by the Contracting Officer. Where the pipeline crosses a navigable channel the spacing of the lights shall not be more than 10 meters (33 feet) apart. Two red lights, visible all around the horizon for at least 2 miles on a clear, dark night, shall be displayed at each end of the pipeline, including the ends in a channel where the pipeline is separated to allow vessels to pass (whether open or closed). The lights shall be one meter (3.3 feet) apart in a vertical line with the lower light at the same height above the water as the flashing yellow light.

3.3.5 Submerged Pipelines

Any discharge pipeline submerged to cross a navigation channel shall be submerged so that sufficient depth for navigation exists. Such discharge pipeline shall be marked by signs, lights or other devices to insure safety to navigation by day and by night. All of these devices shall be in complete accordance with Coast Guard regulations.

3.3.6 Road Crossings

A detailed plan of the pipeline route to be used by the Contractor shall be submitted prior to laying of the pipeline. A ramp over any discharge pipeline crossing any roadways at the project site(s) shall be provided. Additionally, adequate signs (caution and stop, if necessary), and flashing warning lights, shall be provided by the contractor to ensure safety to vehicles and their occupants using the roadway. Under no circumstances shall any portion of the paved portion of any roadway be disturbed. If the roadway is disturbed, the Contractor shall provide an adequate base to allow traffic to pass over the pipeline, and repairs to the roadway after completion of the project area, such that the roadway is restored to a condition equal to or better than the condition prior to disturbance. In addition, prior to placement of the pipeline across any roadway, the Contractor shall contact personnel at the appropriate municipality to determine if the warning signs and lights are adequate for safety purposes.

3.3.7 Towing Vessels

A sufficient number of vessels of adequate size and horsepower, each designed, outfitted, and equipped for towing service, shall be available at all times to move both self- and non-self propelled plant against tides, current, and winds during severe weather conditions.

3.4 DREDGE LOCATION CONTROL

The Contractor is required to have electronic positioning equipment that will accurately compute and plot the position of the dredge. Whenever dredging operations are underway, the location of the dredge shall be continuously monitored and the dredge location, in Long Island Lambert Coordinates, shall be recorded at intervals not to exceed one (1) minute . Such records, and an accurate map showing actual dredging locations, shall be furnished to the Contracting Officer, or Contracting Officer Representative daily as part of the Quality Control Reports. The electronic positioning equipment shall be installed on the dredge so as to monitor, as closely as possible, the actual location of the cutterhead or dragarm. This equipment shall be continuously accessible by the Government representative on board the dredge, who must be able to verify equipment calibration at any time. The electronic positioning equipment shall be required to be calibrated monthly, maintained and operated so that the maximum error for the coordinates recorded do not exceed 3 feet. The location on the dredge of the master antenna and the distance and direction from the master antenna to the cutterhead shall be reported on the Quality Control Reports. No dredging will take place outside the borrow area limits as shown on the drawings. Dredging outside of the borrow area limits will result in immediate shutdown of work. The Contractor's methods of location of the dredge shall be submitted with the quality control plan. Information to be submitted shall include a written description of the equipment, including applicable manufacturers brochure and data, and previous jobs on which the equipment has been used.

3.4.1 Dredging Depth Monitoring Equipment

The Contractor shall have in continuous operation whenever dredging operations are underway, electronic equipment which measures the cutterhead depth. The depth measuring device (as approved by the Contracting Officer or Contracting Officer Representative) shall be used

and interfaced with the electronic positioning equipment required in Paragraph 3.4 of this section. The depth measuring device shall be calibrated by a bar check daily. This equipment shall be accessible to the Government Representative onboard the dredge, who shall be able to verify calibration. Vertical accuracy shall be + or -0.1 foot. Records required for dredge location (Paragraph 12) shall also include depth corrected for tide (elevation reference to NAVD). Details of the depth measuring device shall be submitted with the quality control plan.

3.5 NOTIFICATION OF ON-SHORE BARGE OPERATION

A minimum of one hour's notice must be furnished by the Contractor to the Contracting Officer, or his representative, and concurrently to the municipal or local agency responsible for beach operations prior to a barge coming on shore between the hours of 9 AM and 7 PM. Barges will not be allowed to come on shore on weekends or State holidays between the hours 9 AM and 7 PM. At no time will a barge be allowed to come on shore in an area other than the immediate work area.

3.6 BUOY REMOVAL

The Contractor shall notify the Coast Guard at least 45 days prior to the date desired for having buoys removed or relocated which interfere with dredging operations. Requests shall be made in writing to:

COMMANDER (OIC)
SECTOR LONG ISLAND SOUND
120 Woodward Ave.
New Haven, CT 06512
or by telephoning 1-206-815-6879

3.7 TEMPORARY FENCES

3.7.1 Land Booster Pumps

If land booster pumps are allowed to be used, a temporary protective stock mesh wire fence shall be installed by the Contractor around the booster facility. This fence shall have either wood or steel posts of adequate size installed to the acceptance of the contracting office, and/or contracting Officer's representative, and the wire mesh shall conform to federal specification rr-f221 & int. Am-1, table ix, type ii, style 8, chicken fencing 6'-0" high, 4"x6" mesh, 14 ½ gage wire, design 2672-6 or approved substitute. The fence shall be removed by the Contractor at the completion of the work or when directed by the Contracting Officer and/or Contracting Officer's Representative and all material used shall remain property of the contractor.

3.7.2 Beach Access Ramps

Beach access ramps and stairs to the work areas will be closed by the contractor by erection of a wire mesh snow fence. These features will be identified during the on-site pre-construction meeting between the Corps of Engineers, the contractor and local interests.

3.7.3 Sand Fence

The contractor may be required, at the request of the Contracting Officer, to install sand fence on the beach enclosing the designated work section.

The fence shall be installed along the backshore to prevent entry to the work area. The fencing material for this purpose shall be a wood/sand fence with a minimum height of four (4) feet fastened to eight (8) foot long cedar posts on maximum ten (10) foot centers. Orange (plastic) safety fence is not acceptable.

3.7.4 Removal of Temporary Fencing

Upon completion of work in each work area the temporary fencing shall be removed as specified in paragraph 3.7.

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SECTION 35 20 23

DREDGING
01/20

PART 1 GENERAL

1.1 DEFINITION

Hard material is defined as material requiring blasting or special equipment for economical removal, and includes boulders or fragments too large to be removed in one piece by the dredge.

1.1.1 Dredging Equipment

The term "container vessel" refers to any vessel used to contain, or hold, dredged material (scow, barge, hopper dredge, etc.). The term "transport vessel" refers to any vessel (tugboat, hopper dredge, work boat, etc.) used to move a container vessel. In the case of a hopper dredge, the hopper dredge may act as both a "container vessel" and a "transport vessel". If hopper dredge engines are not used for propulsion, and another vessel (tugboat, for example) is used to move it, then the hopper dredge would be the "container vessel" and the tugboat would be the "transport vessel".

Vessels Identification and Certification: All vessels (container and transport) that will be used, and/or may be used, during this contract must be identified prior to the first day of dredging. Vessels identified for use on the contract must be certified to be fully operational, mechanically sound, completely seaworthy, and free of leaks or other defects.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Soundings or Sweepings;

1.3 MATERIAL TO BE REMOVED

Grain size sampling of the dredged material from Long Island Intracoastal Waterway was completed in 2024 and 2025. Core samples were taken to a depth of 8 feet (project depth + allowable overdepth) below the Mean Lower Low Water (MLLW) datum from sampling locations within the Long Island Intracoastal Waterway dredging area. The grain size sampling results can be found in Section 00 90 01, Attachment J and the complete sampling and testing results are attached to this solicitation on beta.SAM.GOV.

Based upon an analysis of grain size sampling, the grain size characteristics of the proposed dredged material, in the vicinity of the dredging area, indicated that the average of material to be dredged is greater than 90% sand and therefore compatible for beach placement.

1.3.1 Trash and Debris

Trash, debris and other miscellaneous man-made and natural organic objects may be encountered during the course of the dredging. This material may be present at any location above the required depth as indicated on drawings. Man-made materials may include (but are not limited to) wood, sheet metal, glass, lumber, plastics, tires, hoses, chains, cables, and hawsers and abandoned steel pipes. Natural organic objects include wooden objects such as tree branches but does not include inorganic objects such as large boulders.

1.3.2 Hard Material

The removal of hard material is not included. Should the Government direct in writing that hard material be removed, the work shall be performed and an adjustment in the contract price or time for completion, or both, will be made in accordance with "FAR 52.236-2, Differing Site Conditions." If hard material is to be removed, blasting will not be permitted.

1.4 ARTIFICIAL OBSTRUCTIONS

Except as indicated, the Government has no knowledge of cables, pipes, or other artificial obstructions or of any wrecks, wreckage, or other material that would necessitate the use of explosives or the employment of additional equipment for economical removal. If actual conditions differ from those stated or shown, or both, an adjustment in contract price or time for completion, or both, will be made in accordance with "FAR 52.236-2, Differing Site Conditions."

1.5 QUANTITY OF MATERIAL

The total estimated amount of material to be removed from within the specified limits are shown on Section 01 11 00 "SUMMARY OF WORK" and on Section 01 30 00 " ADMINISTRATIVE REQUIREMENTS", Paragraph 1.11 "Estimated Quantities". The quantities listed are estimates only.

The estimated quantities for bidding purposes and for application of the "FAR 52.212-11, Variation in Estimated Quantity" shall be 15% higher or lower for the contract Work, including overdepth. The quantities are calculated based on the contour dredging method where payment is allowed for all material up to Overdepth Grade except in areas below project grade or on side slopes. The Contractor shall within the limits of available funds, complete the work specified whether the quantities involved are greater or less than those estimated.

1.6 OVERDEPTH DREDGING

To cover unavoidable inaccuracies of dredging processes, material actually removed to a depth of two (2) feet, below the depth specified and within the dredging limits will be measured and paid for at full contract price. The quantity of overdepth dredging is based on the contour dredging method. Overdepth dredging will only be paid in those shoaled areas, within the contract dredging limits, where material exists above project grade of -6 ft MLLW.

1.7 SIDE SLOPES

Dredging on side slopes shall follow, as closely as practicable, a 1V:3H

gradient upwards from the channel toe lines and the specified depth as indicated on the drawings. A two (2) foot allowance will be made for dredging beyond the indicated or specified side slopes, except as provided herein. An allowance will be made for dredging beyond the lines indicated or specified for side slopes. The allowance will be determined by projecting a line upwards, paralleling the project design side slopes, from the intersection of the overdepth dredging limit (at a point located vertically below the limit of dredging at the top of slope). The amount of material excavated from side slopes will be determined by TIN (Triangulation of Irregular Network). The quantity of side slope material dredging is based on the contour dredging method where payment is allowed for all material up to Overdepth Grade except below project grade on side slopes.

1.8 PERMIT

The contractor must comply with all conditions of the NYSDEC Water Quality Certificate found in Section 00 90 02 Water Quality Certificates.

1.9 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain during the life of the contract, environmental protective measures. Also, provide environmental protective measures required to correct conditions, such as oil spills or debris, that occur during the dredging operations. Comply with Federal, State, and local regulations pertaining to water, air, and noise pollution.

1.10 BASIS FOR BIDS

Payment will be at the contract unit price per cubic yard, multiplied by total cubic yards of acceptable dredging. Base bids on total cubic yards of dredging. Include a bid unit price per cubic yard of dredging based on the quantity as specified or indicated. If the Contracting Officer requires an increase or a decrease in total volume of dredging, the contract price will be adjusted in accordance with the "FAR 52.211-18, Variation in Estimated Quantity." Dredging conditions specified and indicated describe conditions which are known. However, the Contractor is responsible for other conditions encountered which are not unusual when compared to conditions recognized in the dredging business as usual in dredging activities such as those required under this contract.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

Inspect the work, keep records of work performed, and ensure that gages, targets, ranges, and other markers are in place and usable for the intended purpose. Furnish, at the request of the Contracting Officer, boats, boatmen, laborers, and materials necessary for inspecting, supervising, and surveying the work. When required, provide transportation for the Contracting Officer and inspectors to and from the placement area and between the dredging plant and adjacent points on shore. In cases when in person inspections cannot be performed, the Contractor shall provide the Contracting Officer and/or his Representative or any inspector, a contact available to assist in coordinating/conducting

virtual inspections (See Section 01 50 00 Para 1.11).

3.2 CONDUCT OF DREDGING WORK

3.2.1 Order of Work

The Contracting Officer will direct the Contractor on the order of work. The Government reserves the right to change the order of work at any time. Due to NOAA EFH coordination, shoaling located in the east end of Narrow Bay cannot be dredged until October 15 to minimize adverse effects during the SAV growing season. This can be accommodated by dredging Moriches Bay with placement at Cupsogue Beach County Park first.

3.2.2 Interference with Navigation

Minimize interference with the use of channels and passages. The Contractor will require the shifting or moving of dredges or the interruption of dredging operations to accommodate the movement of vessels and floating equipment, if necessary.

3.2.2.1 Compensation for Interruption of Operations

If dredging operations are interrupted due to the movement of vessels or floating equipment, no adjustment in the contract time for completion will be made as provided by the contract. The Contractor is required to document the loss of dredging time due to vessel movements on the daily report of the dredging QC and Production form.

3.2.3 Lights

Each night, between sunset and sunrise and during periods of restricted visibility, provide lights for floating plants, pipelines, ranges, and markers. Also, provide lights for buoys that could endanger or obstruct navigation. When night work is in progress, maintain lights from sunset to sunrise for the observation of dredging operations. Lighting shall conform to United States Coast Guard requirements for visibility and color.

3.2.4 Ranges, Gages, and Lines

Furnish, set, and maintain ranges, buoys, and markers needed to define the work and to facilitate inspection. Establish and maintain gages in locations observable from each part of the work so that the depth may be determined. Suspend dredging when the gages or ranges cannot be seen or followed. The Contracting Officer will furnish, upon request by the Contractor, survey lines, points, and elevations necessary for the setting of ranges, gages, and buoys.

3.2.5 Plant

Maintain the plant, scows, coamings, barges, pipelines, and associated equipment to meet the requirements of the work. Promptly repair leaks or breaks along pipelines. Remove dredged material placed due to leaks and breaks.

3.2.6 Disposal of Excavated Material

Provide for safe transportation and disposal of dredged materials. Transport and dispose of dredged material in the area designated for disposal of dredged material. The deposit of dredged materials in

unauthorized places is forbidden. Comply with rules and regulations of local port and harbor governing authorities.

3.2.6.1 Not Used

3.2.6.2 Not Used

3.2.6.3 Not Used

3.2.6.4 Not Used

3.2.7 Method of Communication

Provide a system of communication between the dredge crew and the crew at the disposal area. A portable two-way radio is acceptable.

3.2.8 Salvaged Material

Anchors, chains, firearms, and other articles of value, which are brought to the surface during dredging operations, shall remain or become the property of the Government and shall be deposited on shore at a convenient location near the site of the work, as directed.

3.2.9 Safety of Structures

The prosecution of work shall ensure the stability of piers, bulkheads, and other structures lying on or adjacent to the site of the work, insofar as structures may be jeopardized by dredging operations. Repair damage resulting from dredging operations, insofar as such damage may be caused by variation in locations or depth of dredging, or both, from that indicated or permitted under the contract.

3.2.10 Plant Removal

Upon completion of the work, promptly remove plant, including ranges, buoys, piles, and other markers or obstructions.

3.3 MEASUREMENT

Government will take soundings before and after dredging. The government will perform a Before Dredge survey of the entire work area prior to the commencement of work. Once complete and the dredger has submitted a complete survey on the entire dredge area along with all associated files, the government will perform an After Dredge Survey of the same area. The material removed between the Government Before Dredge Survey and Government After Dredge Survey within the contract dredge limits and up to the maximum dredge template will be computed. This computation will be made using the TIN method.

3.3.1 Method of Measurement

The material removed will be measured by cubic yard in place, by means of soundings taken before and after dredging. The Contractor has the option of being present when such soundings are made.

3.3.2 Surveys During Progress of Work

Contract depth will be determined by soundings or sweepings taken behind the dredge as work progresses. The Contractor shall take progress soundings or sweepings. The contractor will submit all data files and survey information, including mapping of these surveys to the COR for their review.

3.3.3 Monthly Estimates

Monthly estimates of work completed will be based on the result of soundings taken during the progress of the work. Deductions will be made for dredging and disposal not in accordance with the specifications.

3.4 FINAL EXAMINATION AND ACCEPTANCE

a. As soon as practicable after the completion of all areas and after the contractor has performed and submitted a complete survey and all data of the entire dredge footprint, along with all associated files, which in the opinion of the Contracting Officer, will not be affected by further dredging operations, each area will be examined by the Government by sounding or sweeping, or both. Remove shoals and lumps by dragging the bottom or by dredging. However, if the bottom is soft and the shoal areas form no material obstruction to navigation, removal may be waived at the discretion of the Contracting Officer. The Contractor will be notified when soundings or sweepings are to be made. When areas are found to be in a satisfactory condition, the work therein will be accepted as complete. Final estimates will be subject to deductions or correction of deductions previously made because of excessive overdepth, dredging outside or authorized areas, or disposal of material in an unauthorized manner. Should more than two soundings or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping operations, this work will be charged against the Contractor. The rate for each day in which the Government plant is engaged in such sounding or sweeping operations and/or is en route to or from the site or held, for the Contractor's convenience, at or near the site for these operations shall be $12,500.

b. Final acceptance of the entire work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud or obvious error, and the acceptance of the entire work shall not change the time of payment of the retained percentages of the whole or any part of the work.

c. The entire area within the contract limits will be surveyed for final examination and acceptance. This contract has no partial acceptance of areas.

d. All hydrographic survey data is to be collected in accordance with the Army Corps of Engineers Manual EM-1110-2-1003.

e. Any survey related disagreement(s) as it pertains to this contract must be submitted in writing to the Contracting Officer or his representative within 5 business days of occurrence of such survey related event. Failure to notify the Contracting Officer or his representative within 5 business days of such survey related event disqualifies the Contractor from any such related claims.

-- End of Section --