

PELICAN ISLAND RESTORATION (BA 38-1) CWPPRA PROJECT

GENERAL CONDITIONS

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PELICAN ISLAND RESTORATION (BA 38-1) CWPPRA PROJECT

GENERAL CONDITIONS

1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

1.1 General: The CONTRACTOR will be required to complete the entire Work ready for use within four hundred thirty (430) days from the date of the Notice to Proceed (NTP) for the Base Bid. Twenty-five (25) additional days shall be added to the base bid period of performance for Line Item Number 0003A Option and fifty (50) additional days shall be added to the base bid period of performance for Line Item Number 0003B Option. For example, if Line Item Number 0003B Option is awarded the period of performance will be four hundred eighty (480) days from receipt of written NTP. The time stated for completion shall include removal of pipe from the fill area, grading, final clean-up of the premises, and all repairs or restorations of facilities, structures, vegetation, or any other item damaged by the CONTRACTOR or its subcontractors as a result of project construction activities.

1.2 Definition of Work: For the purposes of the Contract Documents, "Work" is defined as any and all obligations, duties, and responsibilities necessary to the successful completion of the Pelican Island Restoration (BA 38-1) CWPPRA Project assigned to, or undertaken by, the CONTRACTOR under the Contract Documents, including all submittals, labor, materials, equipment, or other incidentals and the furnishing thereof.

2. CONSTRUCTION OBSERVATION

2.1 General: The CONTRACTOR'S work shall be monitored periodically by the Contracting Officer's Technical Representative (COTR). The COTR will be appointed by letter from the Contracting Officer (CO), with a copy forwarded to the CONTRACTOR. This letter will set forth the authority of the COTR.

2.2 Hold Point Inspection: The GOVERNMENT anticipates that a full time observer will be assigned to this work. The GOVERNMENT will inspect the work at various times throughout the course of construction. In addition to the inspections, the CONTRACTOR shall observe construction "hold points" to permit the GOVERNMENT to inspect the work of certain key elements of construction. The scope of each hold point inspection shall be discussed with the CONTRACTOR prior to the request for inspection. Hold point inspections will be as follows:

2.2.1 Completion of site layout as specified in Section 17 of the Technical Provisions.

2.2.2 The marsh containment dike when completed.

- 2.2.3 The marsh fill area when completed prior to final acceptance.
- 2.2.4 The beach and dune fill area when completed prior to final acceptance.
- 2.2.5 The jetty extension when completed prior to final acceptance.
- 2.2.6 Completion verification inspection.

2.3 **Hold Point Inspection Requirements:** The CONTRACTOR shall keep the COTR informed concerning the work status and projected work schedule through regular communications. The CONTRACTOR shall notify the COTR and the full time observer in writing fourteen (14) days prior to reaching each hold point. The CONTRACTOR shall reconfirm the inspection date seventy-two (72) hours before the scheduled hold point. Notice of rescheduling of a hold point and cancellation shall also be given in writing by the CONTRACTOR seventy-two (72) hours before the event. The CONTRACTOR shall not cover any work related to the designated hold point until one of the following occurs:

- 2.3.1 The CONTRACTOR is authorized in writing to proceed after inspection by the COTR.
- 2.3.2 The hold point inspection is rescheduled by the COTR to a later date.
- 2.3.3 The GOVERNMENT waives the hold point inspection in writing.

2.4 **Notice of Completion Requirements:** The CONTRACTOR shall submit to the GOVERNMENT a written request for Notice of Completion (Appendix I of the General Conditions) fourteen (14) days in advance of the planned completion date. After review of the Notice of Completion, the GOVERNMENT may reject the Notice for cause or schedule the Final Inspection. The GOVERNMENT will perform its Final Inspection on all phases of the work and develop a comprehensive punchlist that will be provided to the CONTRACTOR. The Completion Verification Inspection will be scheduled when the punchlist items discovered during the Final Inspection have been corrected. The COTR may add new items to the punchlist at this inspection. The CONTRACTOR is advised that the GOVERNMENT will not accept the work until the GOVERNMENT determines substantial completion has been achieved. Therefore, to minimize its risk of assessment of Liquidated Damages, the CONTRACTOR should schedule its work to be substantially complete in time to allow Final Inspection, punchlist work, and Completion Verification Inspection to occur in advance of the Contract Completion Date.

2.5 Nothing in this section shall be construed to limit the GOVERNMENT'S right to inspect the work at any time.

3. CONTRACT DOCUMENTS

- 3.1** The Contract Documents include all provisions of the following: Contract, General Conditions, Technical Provisions, Environmental Protection Provisions, Invitation for Bid, Information to Bidders, Bid Form and Proposal, Plans, and any properly executed amendments to the above. In addition to the Contract Documents, the Work is governed by the Permits and the laws, rules, and regulations governing the foregoing (hereinafter the "Related Documents"). The Contract Documents comprise the entire Contract between the GOVERNMENT and the CONTRACTOR concerning the Work. The Contract Documents may be altered, amended, added to, or deleted from, only by a written modification signed by both parties.
- 3.2** Before bidding on or undertaking the Work, the CONTRACTOR shall carefully study the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the GOVERNMENT any conflict, error, or discrepancy which the CONTRACTOR may discover. If, during the performance of the Work, the CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, he/she shall report it to the GOVERNMENT in writing at once before proceeding with the Work affected thereby.
- 3.3** The CONTRACTOR will be furnished with one (1) electronic copy (PDF) and one (1) hard copy of the Contract Documents. Appendices and Publications will be provided in electronic format unless requested by the CONTRACTOR to be in hard copy format.
- 3.4** It is the intent of the Contract Documents to describe a complete project to be constructed. Any Work required by the Contract Documents or that may reasonably be inferred from the Plans or Specifications as being required to produce the intended result shall be supplied by the CONTRACTOR, whether or not it is specifically identified, unless the Contract Documents clearly state that such Work or product is to be provided by someone else. Any questions concerning the Contract Documents or Work that may reasonably be inferred shall be provided in writing to the GOVERNMENT prior to the construction of the project. Words that have a technical or trade meaning to describe work, materials, or equipment shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, or code in effect at the time of opening bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the GOVERNMENT, CONTRACTOR, or any of their agents or employees from those set forth in the Contract Documents. Clarifications or interpretations of the Contract Documents shall be issued by the GOVERNMENT

after timely receipt of a written request for clarifications or interpretations from the CONTRACTOR.

- 3.5 Omissions from the Plans or Specifications or the misdescription of details of Work which are manifestly necessary to carry out the intent of the Plans and Specifications, or that are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or misdescribed details of the Work, but they shall be performed as if fully and correctly set forth and described in the Contract Documents. It is the responsibility of the CONTRACTOR to seek clarifications or interpretations from the GOVERNMENT in writing prior to initiating the Work if the CONTRACTOR has any doubt or questions concerning the Work. If requests for clarification or interpretation are not submitted in writing, there will be no obligation to respond to the question.
- 3.6 Dimensions and quantities marked on Plans shall, in general, be followed in preference to scale measurements. Large scale Plans shall, in general, govern over small scale Drawings. The CONTRACTOR shall compare all Plans and verify the dimensions and volumes before laying out the Work and will be responsible for any errors which might have been avoided thereby.
- 3.7 Neither the CONTRACTOR nor any subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to, or ownership rights in, any of the Plans (Drawings), Specifications, or other Contract Documents, whether originals or copies, prepared by the GOVERNMENT and the CONTRACTOR or its subcontractors shall not reuse any of them on extensions of the project or any other project.
- 3.8 The List of Contract Drawings for this project can be found in Appendix VIII of the General Conditions.

4. MEASUREMENT AND PAYMENT

- 4.1 **General:** The procedures applicable to the measurement of work accomplished and payment to the CONTRACTOR for both periodic progress payments and final payment are described in this section.
- 4.2 **Methodology:** Requests for progress payments and final payment shall be submitted by the CONTRACTOR and shall be validated by the COTR to verify that the work for which payment is sought has been performed.
 - 4.2.1 Payments by the GOVERNMENT shall be made in accordance with the payments clause of this contract.
 - 4.2.2 The CONTRACTOR shall specify a cut-off date, to be the same date each pay period, for determining progress for invoicing purposes.

- 4.3** **Submittals:** Submit the following to the GOVERNMENT in accordance with the General Conditions submittals section. Submittals are for the record or approval, as indicated.
- 4.3.1** The Schedule of Prices (Appendix II of the General Conditions) shall be submitted for approval within seven (7) days after contract award and prior to mobilization to the project site.
- 4.3.2** Invoice Submittals: Submit the following monthly:
- 4.3.2.1** Invoice on the CONTRACTOR'S letterhead with taxpayer identification number for approval. The invoice shall be signed.
 - 4.3.2.2** Schedule of prices updated with progress percentages for approval.
 - 4.3.2.3** Status of construction schedule for the record.
 - 4.3.2.4** Status of project "S" curve for approval.
 - 4.3.2.5** Record Drawing and Specification certification for the record.
 - 4.3.2.6** Certification required by clause FAR 52.232-5 for the record.
 - 4.3.2.7** Certification that the required copies of the subcontractors' proofs of insurance are complete and current for the record. Refer to FAR 52.228-5.
 - 4.3.2.8** Release of claims for the record (with final invoice only).
- 4.4** **Schedule of Prices:** Schedule of prices shall be as specified in Appendix II of the General Conditions.
- 4.4.1** The sum of the prices shall equal the total contract fixed price. The Schedule of Prices shall reflect each work activity comprising the work to be performed. All handling and disposal costs shall be included in the Schedule of Prices. Percent progress per activity shall represent the current status, as shown on the construction schedule and verified by the COTR.
- 4.4.2** The COTR may approve, disapprove, or require revisions to the Schedule of Prices. Subsequent revision to the Schedule of Prices must be approved by the COTR.

4.5 Determination of Progress: The CONTRACTOR and the COTR shall jointly review all work prior to submission by the CONTRACTOR of its periodic payment invoice and periodic progress report and seek to report a consensus regarding the percent of total progress achieved during the period. If the COTR is unable to physically travel to the project site, progress shall be determined by telephone. The invoice shall be submitted for a dollar amount reflecting the percent of progress achieved during the period. Final determination of progress and payment to be made, whether or not the CONTRACTOR and COTR reach agreement, shall be by the CO. If the GOVERNMENT provides a full time observer, the CONTRACTOR shall work with the observer to determine the quantities of work for submission and approval by the COTR.

4.6 Invoicing and Payment: Invoices shall be prepared as specified herein.

4.6.1 In accordance with FAR 52.232-5, the GOVERNMENT will pay for (1) materials and equipment that are, in the opinion of the GOVERNMENT, properly stored and protected on-site, (2) materials and equipment that are manufactured specifically for this project, and (3) materials and equipment that are not commonly stocked and usable on any other project. Paid receipts for materials and equipment plus shipping are required with any request for payment prior to installation. Off-site storage at insured locations may be acceptable to the GOVERNMENT.

4.6.2 The CONTRACTOR shall submit its invoice on a monthly basis for periodic progress payment to the COTR via an office to be designated by the COTR.

4.6.3 If satisfactory progress has not been made, the COTR may retain a maximum of ten (10) percent of the amount of the payment until satisfactory progress is achieved. Satisfactory progress will be determined by use of the project status curve developed by the CONTRACTOR in accordance with the General Conditions construction schedules section.

4.6.4 The GOVERNMENT will pay the final amount due to the CONTRACTOR under this contract after:

4.6.4.1 Completion, final inspection, and acceptance of all work.

4.6.4.2 Presentation of a properly executed invoice.

4.6.4.3 Presentation by the CONTRACTOR of a release of all claims against the GOVERNMENT arising by virtue of this contract, other than claims, in stated amounts that the CONTRACTOR has specifically accepted from the operation of the release. Release of Claims (Appendix III of the General Conditions)

shall be the form of this release which shall be submitted with the final invoice.

4.6.4.4 Deductions of any sums owed to the GOVERNMENT and permitted to be offset by law.

4.7 Correction Period:

4.7.1 One Year Correction Period: If within one (1) year after the date of completion any Work is found to be defective, the CONTRACTOR shall promptly, without cost to the GOVERNMENT and in accordance with the GOVERNMENT'S written instructions, either correct such defective Work, or, if it has been rejected by the GOVERNMENT, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the GOVERNMENT may have the defective Work corrected or the rejected Work removed and replaced. The CONTRACTOR shall pay all direct and indirect costs of such removal and replacement, including compensation for additional professional services.

4.7.2 Erosion and/or Settlement: The CONTRACTOR will not be held responsible for erosion or settlement of the fill after acceptance of fill segments by the GOVERNMENT.

5. PERFORMANCE OF WORK BY CONTRACTOR

The CONTRACTOR shall maintain at the project site and on the job the materials, equipment, and personnel required to continuously construct the project. The CONTRACTOR is responsible for providing and maintaining equipment that is in good working order for construction of the project. Under no circumstances will the CONTRACTOR demobilize from the project site without the written consent of the GOVERNMENT, unless one or more of the following occurs: the project is complete, weather or sea state conditions require movement from the project site, a condition exists that threatens the safety and welfare of personnel or threatens equipment, or the time frame provided for project construction in the contract has expired without amendment by the GOVERNMENT through a Change Order, or the State or Federal permits have expired.

6. REGULATORY/PERMITTING REQUIREMENTS

6.1 General: The CONTRACTOR shall, without additional cost to the GOVERNMENT, be responsible for compliance with all applicable local, county, State, and Federal codes, rules, laws, and regulations applicable to the performance of the work under this contract.

6.2 Permitting:

- 6.2.1** The GOVERNMENT has received the appropriate permits and approvals from the Louisiana Department of Natural Resources, the U.S. Army Corps of Engineers, the Louisiana Department of Environmental Quality, and the Bureau of Ocean Energy Management, Regulation and Enforcement.
- 6.2.2** Except for permits required by the Clean Air and Water Act (FAR 52.223-2), the GOVERNMENT and its CONTRACTORS shall not be required to pay any amount to a state or political subdivision of a state for reviewing plans, carrying out on-site inspections, issuing permits, and making recommendations.
- 6.2.3** Any other licenses or approvals required for the prosecution of the Work shall be secured and paid for by the CONTRACTOR. The CONTRACTOR shall obtain any and all approvals required to conduct work in the Gulf of Mexico, Empire Waterway, and Scofield Bay.

7. SUBCONTRACTORS

- 7.1** The CONTRACTOR shall furnish in writing to the GOVERNMENT within seven (7) days after the contract award and prior to mobilization the names of all subcontractors proposed for the Work.
- 7.2** The CONTRACTOR will be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by them.
- 7.3** Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the GOVERNMENT or any obligation on the part of the GOVERNMENT to pay or to see to the payment of any monies due to any subcontractor, except as may otherwise be required by law. The GOVERNMENT may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done. The CONTRACTOR agrees to bind every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the GOVERNMENT.

8. CONTRACTOR COORDINATION

- 8.1 Superintendent:** The CONTRACTOR shall designate in writing to the GOVERNMENT within seven (7) days after the contract award and prior to mobilization a superintendent(s) to receive the GOVERNMENT'S instructions. The GOVERNMENT requires that the superintendent(s) speak fluent English. If, in the opinion of the GOVERNMENT, a superintendent does not speak fluent English then the CONTRACTOR will be required to replace this superintendent with one that can speak fluent English. The GOVERNMENT may submit a

request in writing that a superintendent be replaced and the CONTRACTOR shall replace the supervisor within 3 days of receipt of the request. A superintendent(s) of the CONTRACTOR must be at the construction site at all times during project construction or otherwise available to the GOVERNMENT at all times during project construction. Under no circumstances will project construction occur without the presence of a superintendent at the project site. In the event that the superintendent is to be temporarily or permanently replaced by the CONTRACTOR, the CONTRACTOR shall notify the GOVERNMENT in writing of the replacement superintendent.

8.2 Field Communications: The COTR will use the following forms to document instructions, clarifications, notice of deficient work, and the like to the CONTRACTOR. Use of these forms shall not be construed as limiting any other appropriate means of communication between the parties. The communications shall not be construed as authorizing work not included in the Contract, except as approved corrective work, and shall not in any case constitute a basis for additional payment or time.

8.2.1 Field Adjustment Report (Appendix V of the General Conditions) - This form will be used to document minor deficiencies, clarifications, or other instructions.

8.2.2 Non-Compliance Notice (Appendix VI of the General Conditions) - This form will be used to document significant deficiencies in workmanship or material. The form will also document approval of corrective action. The CONTRACTOR shall submit to the COTR proposed corrective actions for approval. The CONTRACTOR shall provide engineering, if requested by the GOVERNMENT, to show that the proposed corrective action is equivalent to the original requirements. The GOVERNMENT will retain monies from progress payments until the corrective action is approved by the COTR and the corrective work has been satisfactorily completed. The amount retained shall be determined by the COTR to be sufficient to accomplish the corrective work including demolition, corrections, rework, and administrative costs.

8.2.3 Request for Interpretations (Appendix VII of the General Conditions) - This form will be used to inquire about an item of work insufficiently described or detailed in the Contract Documents and to seek an interpretation. The GOVERNMENT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the GOVERNMENT may determine necessary.

9. CHANGE PROCEDURES

9.1 General: The CONTRACTOR shall comply with this procedure in the process of giving notification of change and preparing and submitting a proposal for

adjustment due to a desired, perceived, or actual change in the work. Changes in the Work, or period of performance of the Work, may be directed in writing by the CO or may be requested by the CONTRACTOR. In either case, payment for work accomplished under a modification may not be made until a formal contract modification, incorporating the change into the Contract, has been issued and executed. Therefore, it is incumbent upon the CONTRACTOR to comply fully with this procedure and to expedite the resolution of changes.

9.2 Submittals: When requested, the CONTRACTOR shall submit the following to the GOVERNMENT:

9.2.1 Proposal cover letter on the CONTRACTOR'S letterhead.

9.2.2 Detailed price proposal.

9.2.3 Drawings or other explanatory data.

9.2.4 Time extension statement with justification if any time extension is requested.

9.3 Compliance: The CONTRACTOR shall take such measures as are needed to assure familiarity and compliance by its staff with these procedures. If change proposals are incomplete, unclear, or ambiguous, or are not supported by adequate documentation, the data will be returned and the CONTRACTOR shall resubmit or supplement the proposal as requested by the GOVERNMENT. Delay resulting from the CONTRACTOR'S noncompliance with this procedure shall not in itself constitute the basis for an extension in the time of performance under the Contract.

9.4 Processing Changes Initiated by the GOVERNMENT:

9.4.1 The GOVERNMENT will only initiate changes in writing. The CO will sign any Request for Proposal (RFP). This will establish a Proposed Change (PC) number, by which the change will be identified until such time as it may be incorporated into the contract by formal modification. Formal modification will always be issued on Standard Form SF 30 signed by the CO.

9.4.2 The CONTRACTOR may or may not be authorized to proceed with the changed work pending resolution of changes in the contract price or time of performance. If the work described in the RFP becomes critical to the timely performance of the CONTRACTOR'S work, a written request for a notice to proceed must be forwarded to the CO immediately. The CO will issue any notice to proceed on Standard Form SF 30. This unilateral modification to the contract may be subject to further negotiation regarding price and time for completion. Payment for changed work

covered by a unilateral modification will not be made until a bilateral modification covering the changed work has been executed.

9.4.3 The CONTRACTOR shall prepare and submit its proposal for change to include as a minimum:

9.4.3.1 A cover letter referencing the PC number and citing the attachments, if any, which constitute the CONTRACTOR'S total proposal.

9.4.3.2 A detailed price proposal showing labor, construction equipment, and material quantities and prices at the lowest practical level of each element of the Work.

9.4.3.3 Any drawings, sketches, catalog cuts, samples, certifications, or other data required to be submitted by the GOVERNMENT or that is required to fully document the CONTRACTOR'S work under the proposed change.

9.4.3.4 A statement of the proposed change in the time of completion of the contract together with all required justification for such a change.

9.4.3.5 A statement to the effect that there is "no change in price and time of completion of the Work under this Contract as a result of this proposed change," if that is the case.

9.4.4 The GOVERNMENT may accept the CONTRACTOR'S proposal without negotiation. Alternatively, upon receipt of a proposal that is satisfactory in form, the GOVERNMENT may require negotiation with the CONTRACTOR to arrive at a fair and equitable change in the contract price and time of completion. Upon agreement, a contract modification will be issued by the CO for the CONTRACTOR'S execution.

9.5 **Processing Changes Initiated by the CONTRACTOR:** Should the CONTRACTOR feel that a change to the work under the Contract, or to the Contract itself, is necessary or desirable, it shall propose such a change to the Contracting Officer. This proposed change shall include a clear and concise description of the proposed change, along with that information cited in 9.4.3 above. Within a reasonable time, the GOVERNMENT will review the CONTRACTOR'S proposal and determine if the proposed change is in the GOVERNMENT'S best interest. If so, the CONTRACTOR will be advised of this and a PC number will be assigned to the CONTRACTOR'S proposal. The process of agreement and codification of the price and time of completion for the change is then identical to that in 9.4 above.

- 9.6 Prosecuting Changed Work:** The CONTRACTOR is cautioned not to proceed with the work described in a proposed change until it is authorized to do so in writing by the CO.
- 9.7 Emergencies:** In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the GOVERNMENT, is obligated to immediately act to prevent threatened damage, injury, or loss. The CONTRACTOR shall give the GOVERNMENT prompt written notice if the CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the GOVERNMENT determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a change order will be issued to document the consequences of the changes or variations.

10. SAFETY REQUIREMENTS

- 10.1 CONTRACTOR Responsibility for Safety:** The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- 10.1.1** GOVERNMENT personnel, State and Federal personnel, the public, all employees, and subcontractors involved in the Work and all other persons who may be affected thereby;
 - 10.1.2** All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
 - 10.1.3** Other property at the site or adjacent thereto, including trees, shrubs, natural vegetation, walks, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 10.2 Compliance with Safety Laws:** The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction over the safety of persons or property or to protect them from damage, injury, or loss. The CONTRACTOR shall erect and maintain all necessary safeguards for protection and shall have at the work site at all times a dedicated safety and flag person. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts may be liable, shall be remedied by the CONTRACTOR. The CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such

time as all the Work is completed and the GOVERNMENT has notified the CONTRACTOR that the Work is complete.

- 10.3 Familiarity with Safety Standards:** The CONTRACTOR shall review the accident prevention clause of the Contract, the Corps of Engineers Manual, General Safety Requirements, EM 385-1-1, dated 03 September 1996 (or most recent version), and all changes and amendments thereto, and the latest Occupational Safety and Health Agency (OSHA) standards to assure himself that he has full knowledge of the personal protective equipment that must be provided to workmen and that he is familiar with the safety standards applicable to the prevention of accidents during the construction of this project and shall comply with all applicable provisions.
- 10.4 Submittals:** When requested, submit to the GOVERNMENT in accordance with the General Conditions submittals section. Submittals are for the record or approval, as indicated.
- 10.5 Diving Plan:** The CONTRACTOR shall submit to the GOVERNMENT at least seven (7) days prior to the pre-construction conference, as part of their written plan for quality control, a diving plan if diving is included as a part of the planned operations. The intent of this requirement is to assure safe diving, particularly when emergencies, marine maintenance, or underwater problems occur which require diving. Additionally, the CONTRACTOR is to determine that placement of spuds, anchors, pipes, etc. will not impact existing submerged pipelines; this is a procedure that may require diving. All diving shall be conducted in accordance with the requirements of the most recent versions of the following documents:
- 10.5.1** U.S. Navy Diving Manual, Volume I and II (NAVSEA 0994-LP-001-9010 and NAVSEA 0094-LP-001-9020).
- 10.5.2** U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, Section 30.
- 10.5.3** U.S. Army Corps of Engineers, Jacksonville District Regulation CESAJR 385-1-1, Appendix P, "Contract Diving Operations".
- 10.5.4** 29 CFR, Part 1910, Subpart T, OSHA Regulations.

The Dive Operations Plan is to include all the items specified in paragraph 30.A.13 of EM 385-1-1. This plan shall contain information specific to the diving operations to be performed. Submission of the plan does not constitute an endorsement on the part of the GOVERNMENT that the CONTRACTOR'S diving procedures are safe. The plan is intended to provide a method by which the CONTRACTOR demonstrates an awareness of diving standards.

- 10.6 Accident Prevention Plan:** The CONTRACTOR shall submit an Accident Prevention Plan to the GOVERNMENT at least seven (7) days prior to the pre-construction conference. The Accident Prevention Plan must be in accordance with all Federal safety standards as specified in EM 385-1-1, dated September 1996, entitled "Safety & Health Requirements Manual." Submission of the plan does not constitute an endorsement on the part of the GOVERNMENT of the CONTRACTOR'S Accident Prevention Plan. The plan is intended to provide a method by which the CONTRACTOR demonstrates an awareness of Federal safety standards.
- 10.7 Hazard Communication:** The CONTRACTOR shall comply with the requirements of OSHA 1910.1200, the Hazard Communication Standard. General requirements are as follows:
- 10.7.1** Provide a written program describing the implementation method of the previously referenced standard. This shall be provided to the GOVERNMENT at least seven (7) days prior to the pre-construction conference.
 - 10.7.2** Ensure that the CONTRACTOR'S personnel are informed about health and physical hazards associated with materials to be used.
 - 10.7.3** Ensure that a hazardous material inventory is available to the GOVERNMENT upon request.
 - 10.7.4** Ensure proper labeling of hazardous material containers.
 - 10.7.5** Ensure availability of a Material Safety Data Sheet on site.
- 10.8 Oil and Hazardous Material Spills and Containment:** The CONTRACTOR shall ensure that all hazardous material spills are immediately reported to the proper authorities and to the GOVERNMENT. All hazardous material spills shall be immediately cleaned up in accordance with the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1. In accordance with EM 381-1-1, the CONTRACTOR shall use suitable methods such as dikes or curbs to prevent the spread of hazardous materials from above ground storage tanks and piping in case of leakage.
- 10.9 Confined Space Entry:**
- 10.9.1** The CONTRACTOR shall submit a Confined Space Entry Plan to the GOVERNMENT, as part of their written proposal for accident prevention, at least seven (7) days prior to the pre-construction conference.

- 10.9.2** Confined space is any space having limited openings for entry and exit, not intended for continuous occupancy, and unfavorable natural ventilation which could contain or produce dangerous concentrations of airborne contaminants or asphyxiates. Confined spaces may include but are not limited to storage tanks, holds of vessels, manholes, process vessels, bins, boilers, ventilation or exhaust ducts, sewers, underground utility vaults, tunnels, pipelines, trenches, vats, and open top spaces more than 4 feet in depth such as pits, tubs, vaults and vessels, or any other place with limited ventilation.
- 10.9.3** Prior to entering a confined space, the Work environment shall be tested by a competent person using properly calibrated approved equipment to determine the extent of potential hazards. If the atmosphere cannot be determined by testing, an immediately Dangerous to Life and Health situation shall be assumed. The evaluation shall consider the potential for evolution of toxic substances as well as oxygen content. Testing for toxic substances shall be performed prior to each entry and on a continuous or frequent (as stipulated in the Confined Space Entry Plan) basis while personnel are working in confined spaces.

10.10 Trench Safety:

- 10.10.1** On all parts of the Work that require trench excavation in which such excavation will exceed a depth of 4 feet, the CONTRACTOR shall submit to the GOVERNMENT at least seven (7) days prior to the pre-construction meeting a reference to the trench safety standards that will be in effect during the period of construction of the project and written assurance by the CONTRACTOR performing the trench excavation that such CONTRACTOR will comply with the applicable trench safety standards.
- 10.10.2** A CONTRACTOR performing trench excavation shall:
- 10.10.2.1** As a minimum, comply with the excavation standards that are applicable to the project.
 - 10.10.2.2** Adhere to any special shoring requirements, if any, of the state or other political subdivisions which may be applicable to the project.
 - 10.10.2.3** Shall consider any geotechnical information, when available, in the CONTRACTOR'S design of the trench safety system, which it will employ on the project. Nevertheless, the CONTRACTOR shall not depend on geotechnical information supplied by the GOVERNMENT for the trench safety system, but will conduct its own

studies and investigations to satisfy any and all requirements for safety. This paragraph shall not require the GOVERNMENT to obtain geotechnical information or to provide any evaluations, judgments, or other assessments concerning trench excavation or the trench safety system.

10.10.2.4 Be cognizant of pipeline and infrastructure and take precautions to assure that pipelines for oil and gas or other infrastructure are not disturbed or damaged.

10.10.3 The cost of compliance with trench safety standards shall be included in the cost of all bid items that require trenching.

10.11 Activity Hazard Analysis: At least seven (7) days prior to the pre-construction conference the CONTRACTOR is required to submit to the GOVERNMENT, as part of its written plan for quality control, an Activity Hazard Analysis. The Activity Hazard Analysis is outlined in U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, Section 01.A., Figure 1-1.

10.12 Safety Person Requirement:

10.12.1 The CONTRACTOR shall employ at the project site a permanent Safety and Occupational Health person (Safety Officer) to manage the CONTRACTOR'S accident prevention program. The Safety Officer shall be on duty during any work of a complex nature including, but not limited to, the relocation of utilities, work on or around structures, work on or around existing fill area dikes, fill placement in the fill area, or when other potentially hazardous activities are occurring. The principal Safety Officer shall report to and work directly for the CONTRACTOR'S superintendent or the corporate safety office. The Safety Officer shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The presence of the Safety Officer will not abrogate safety responsibilities of other personnel.

10.12.2 Qualifications for Safety Officer:

10.12.2.1 Shall have a degree in a technical, scientific, or safety field in a four-year, or longer, program from an accredited school; or

10.12.2.2 Shall have at least (1) one year of experience in safety and occupational health work.

10.12.3 At least seven (7) days prior to the pre-construction conference, the CONTRACTOR shall submit to the GOVERNMENT, for approval, the

name and qualifications of the proposed Safety Officer(s) and a functional description of duties.

10.12.4 The Safety Officer may be assigned additional duties by the CONTRACTOR as long as those additional duties do not preclude or prevent completion of the safety officer duties.

10.13 Hurricane and Severe Storm Plan: The CONTRACTOR shall submit to the GOVERNMENT a Hurricane and Severe Storm Plan at least seven (7) days prior to the pre-construction conference. This plan shall include, but not be limited to, the following:

10.13.1 Time intervals before storms strike the project area when action will be taken and details of the actions to be taken. The plan shall be specific as to what weather/wave conditions will require Work shutdown, removal of the dredge, and affect on all other work-related activities.

10.13.2 List of the equipment to be used on the job and its ability to handle adverse weather and wave conditions.

10.13.3 List of safe harbors or ports, the distance from the Work area to these harbors or ports, the time required to move the equipment to these harbors or ports, and copies of letters of approval for the use of these safe harbors or ports (local authorities, U.S. Coast Guard, etc.) where applicable.

10.13.4 Method of securing equipment in these safe harbors or ports.

10.13.5 List of equipment to be utilized to move to safe harbors or ports (tug boats, work boats, etc.), which shall include the name and horsepower of this equipment. The plan shall include only equipment capable of making the move to safe harbors or ports in adverse weather or sea conditions.

10.13.6 Methods of securing equipment not moved, such as pipelines (floating or submerged), pumpout stations, etc.

10.13.7 Plan of evacuation to include interim measures, such as immediate reaction plans to be taken for all storm occurrences, particularly sudden/flash storms.

10.13.8 Operating procedures to be undertaken when critical dredge equipment fails during sudden and severe adverse weather conditions, which shall include breaking of spuds, swing wires, anchor wires, or

other mooring equipment or facilities, or the inability of tugs or similar vessels to secure the dredge.

The CONTRACTOR shall continually monitor the NOAA marine weather broadcasts and avail themselves of such other local commercial weather forecasting services as may be available. Submission of a Hurricane and Severe Storm Plan does not constitute an endorsement on the part of the GOVERNMENT as to the adequacy of the plan.

10.14 Record Keeping: The CONTRACTOR shall maintain all required OSHA records. Records of safety performance shall be available at the project site for inspection upon request of the GOVERNMENT.

10.15 Discovery of Unknown Potentially Hazardous Conditions and Materials/Substances: In the event conditions, materials, or substances are encountered during the course of the work that cause the CONTRACTOR to reasonably suspect the presence of asbestos, polychlorinated biphenyl (PCB), or other hazardous materials, the CONTRACTOR shall cease all work in the affected area immediately and notify the COTR by telephone. The affected area shall be cordoned off and signage placed in order to prevent access by any personnel. The CONTRACTOR shall not proceed with further work of any kind in the affected area until instructions are received from the COTR. Upon identification of the material or substance and receipt of written instructions from the COTR, the CONTRACTOR may proceed only in accordance with the instructions of the COTR and the applicable code or regulation pertaining to the specific material identified.

11. FIRE EXTINGUISHER-MOBILE CONSTRUCTION EQUIPMENT

The CONTRACTOR is specifically required to provide, at minimum, a fire extinguisher on all mobile construction equipment with at least a basic minimum extinguisher rating of twenty (20)-B:C, which is equivalent to a ten to fifteen (10-15) pound dry chemical extinguisher, effective against the hazard involved, such as combustible, flammable liquids and materials used in areas remote to other fire extinguisher equipment.

12. SIGNAL LIGHTS

The CONTRACTOR shall display signal lights and conduct its operations in accordance with the General Regulations of the Department of the Army and of the U.S. Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges and vessels engaged in laying cables or pipes or in submarine or bank protection operations, lights to be displayed on dredge pipeline, and day signals to be displayed by vessels of more than sixty-five (65) feet in length moored or anchored in a fairway or channel and the passing by other vessels or floating plant working navigable channels, as approved by the Secretary of the Army and Commandant, U.S. Coast Guard. (33 C.F.R. 80.18 - 8-31a; 33 C.F.R. 95.51 - 95.66; 33 C.F.R. 9.22 - 90.36; 33 C.F.R. 82 and C.G. Pub. 169, Navigation Rules, International-Inland dated May 1 1977) (DAR 7-603.33).

13. NOTICE TO MARINERS

The CONTRACTOR shall issue a Notice to Mariners regarding the dredging and disposal operation within twenty-four (24) hours after the Notice to Proceed has been received. A copy of the Notice to Mariners shall be provided to the GOVERNMENT. Should the CONTRACTOR, during dredging operations, encounter any objects on the ocean bottom which could be a hazard to navigation, it will notify the U.S. Coast Guard, any other pertinent agencies, and the GOVERNMENT immediately as to the location of said object and any other pertinent information necessary for the CONTRACTOR to put out a Notice to Mariners.

14. CRANE AND DRAGLINE SAFETY REQUIREMENTS

All cranes used in performing the Work set forth in these Specifications shall be equipped with geared boom hoists which require the application of power to raise and lower the boom or shall be otherwise equipped with mechanisms which will prevent the booms from being lowered by gravity. Cranes that are equipped with booms that can be lowered by either gravity or by power shall have the mechanisms for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type backstops to prevent them from overtopping.

15. PUMPING OF BILGES

CONTRACTOR'S are cautioned that pumping oil or bilge water containing oil into navigable water or into areas that would permit the oil to flow into such waters is prohibited by Section 13 of the Rivers and Harbors Act of 1899, approved March 3, 1899 (30 Stat. 1152; 33 U.S.C. 407). Violation of this prohibition is subject to penalties provided for under the referenced acts.

16. NIGHTTIME OPERATIONS

Nighttime is defined as the period of time from sunset to sunrise. During nighttime operations, the CONTRACTOR shall utilize lighting that is necessary to safely accomplish the Work. It is the responsibility of the CONTRACTOR to meet lighting requirements contained in the permits for the project, while also meeting OSHA lighting requirements, and to ensure safety on the job site. The CONTRACTOR shall shield or orient the lights to maximally confine the light employed to the work area. Beach grading and dressing will be limited to daylight hours only. Diking will be allowed at night on an as needed basis. The CONTRACTOR is strongly encouraged to conduct as much required work as possible during daylight hours.

17. TEMPORARY CONTROLS/ENVIRONMENTAL PROTECTION

The CONTRACTOR shall provide environmental protection including, but not limited to, control of noise, rubbish, and protection of natural resources.

18. CONTRACTOR QUALITY CONTROL

18.1 General: The CONTRACTOR is responsible for quality control and shall provide and maintain an effective quality control program.

- 18.2 Daily Quality Control Reports:** Daily Contractor Quality Control Reports (Appendix IV of the General Conditions) shall be provided to the GOVERNMENT on a daily basis without exception.
- 18.3 Quality Control System:** The CONTRACTOR shall establish a quality control system to perform sufficient inspections and tests of all items of Work, including that of its subcontractors, to insure conformance to applicable provisions of the Contract Documents and Plans with respect to the materials, workmanship, construction, finish, and functional performance. Quality control will be established for all construction activities except where the Technical Provisions of the Contract provide for specific GOVERNMENT control by observation, tests, or other means. The CONTRACTOR'S control system will specifically include the surveillance and tests required in the Technical Provisions.
- 18.4 Compliance with Contract Documents:** The CONTRACTOR'S quality control system is the means by which the CONTRACTOR is assured that the construction complies with the requirements of the Contract Documents, including all project permits. The controls shall be adequate to cover all construction operations and shall be keyed to the proposed construction sequence.
- 18.5 Supervisory Staff:** The CONTRACTOR'S job supervisory staff may be used for quality control, supplemented as necessary by additional personnel for surveillance by special technicians, or by testing facilities with the expertise to provide for the controls required by the Technical Provisions.
- 18.6 Quality Control Plan:** The CONTRACTOR shall furnish to the GOVERNMENT at least seven (7) days prior to the pre-construction conference a written Quality Control Plan which shall include the procedures, instructions, and reports to be used. Unless specifically authorized by the GOVERNMENT, no construction will be started until the CONTRACTOR'S Quality Control Plan is approved by the GOVERNMENT. This document will include as a minimum:
- 18.6.1** The quality control organization.
 - 18.6.2** The number and qualifications of personnel to be used for this purpose.
 - 18.6.3** Authority and responsibility of quality control personnel.
 - 18.6.4** Methods of quality control including that for subcontractor work. Methods shall include items to be inspected, types of inspections, and duties of personnel.
 - 18.6.5** Method of documenting quality control operations, inspection, and testing.

- 18.6.6 Safety inspection procedures, including employees responsible for supervising accident prevention activities and insuring compliance with safety measures.
- 18.6.7 Medical emergency procedures, including employees responsible for supervision of medical emergencies.
- 18.6.8 Written instructions to the CONTRACTOR'S representative responsible for quality control outlining their duties and responsibilities and signed by a responsible officer of the firm.
- 18.6.9 An Activity Hazard Analysis.
- 18.6.10 A copy of daily contractor quality control report forms and other inspection documents that are to be furnished to the GOVERNMENT daily. A sample "Daily Contractor Quality Control Report" is included as Appendix IV to the General Conditions. This report shall be used by the CONTRACTOR as the Daily Contractor Quality Control Report to be provided to the GOVERNMENT. A different report format may be substituted by the CONTRACTOR if: (1) it contains, at minimum, the same information and (2) it is approved in advance, in writing, by the GOVERNMENT.

18.7 Daily Contractor Quality Control Report Requirements: All compliance inspections will be recorded on the Daily Contractor Quality Control Report, including, but not limited to, the specific items required in each technical section of the Specifications. This form shall include records of non-conforming items and corrective action taken and shall be furnished to the GOVERNMENT daily by 2:00 p.m. the following day. The Daily Contractor Quality Control Report shall be filled out every day, regardless of whether Work is accomplished, starting on the first day of mobilization and ending on the last day of demobilization. Failure to provide Daily Contractor Quality Control Reports to the GOVERNMENT shall result in retainage being held from the CONTRACTOR'S progress payments until the Daily Contractor Quality Control Reports are received and are acceptable to the GOVERNMENT.

18.8 Failure of Quality Control Plan: If reoccurring deficiencies in an item or items indicate that the quality control system is not adequate, or reports are not being provided in a timely manner, the CONTRACTOR shall undertake such corrective actions as directed by the GOVERNMENT.

18.9 CONTRACTOR'S Requirements: The CONTRACTOR shall be responsible for making such inspections, surveys, and tests as may be necessary to assure compliance with all the requirements of the Contract Documents and applicable

permits. Reports of all inspections, surveys, tests, and remedial actions shall be submitted to the GOVERNMENT in writing.

18.10 Right to Use CONTRACTOR'S Equipment: The GOVERNMENT reserves the right to utilize the CONTRACTOR'S control testing laboratory, survey, and other equipment to make spot tests and surveys and to check the CONTRACTOR'S testing and survey procedures, techniques, and results (where applicable).

18.11 No Separate Payment: No separate payment will be made for CONTRACTOR quality control. All costs associated with compliance with this section shall be incorporated into the unit cost for dune and beach fill and for marsh fill.

19. SUBMITTALS

19.1 Related Documents: Drawings, General Conditions, Technical Provisions, and Environmental Protection Provisions apply to this Section.

19.2 Definitions:

19.2.1 Submittal: Shop Drawings, survey data, dredge positioning data, samples, and administrative and closeout submittals presented for review and approval.

19.2.2 Types of Submittals: All submittal descriptions are classified in the following five groupings of submittals:

19.2.2.1 Shop Drawings: As used in this Section, drawings, schedules, diagrams, and other data prepared specifically for this Contract, by the CONTRACTOR or through the CONTRACTOR by way of a subcontractor, to illustrate a portion of the work.

19.2.2.2 Survey Data: Data depicting the ground elevations in and near the project site before, during, and after construction.

19.2.2.3 Dredge Positioning Data: Data indicating the location and elevation of the dredge's excavation device.

19.2.2.4 Samples: Physical examples of materials that are physically identical to a portion of the work, which illustrate a portion of the work.

19.2.2.5 Administrative and Closeout Submittals: Data presented for review and approval to ensure that the administrative requirements of the project are adequately met but not to

ensure directly that the work is in accordance with the design concept and in compliance with the Contract Documents.

19.3 Description:

19.3.1 Work Included: Provide submittals required by the Contract Documents; revise and resubmit as necessary to establish compliance with the specified requirements.

19.3.2 Related Work: Individual requirements for submittals which are described in pertinent sections of these Specifications.

19.3.3 Work Not Included:

19.3.3.1 Submittals not required by the contract documents will not be reviewed by the GOVERNMENT.

19.3.3.2 The CONTRACTOR may require its sub-Contractors to provide drawings, diagrams, and similar information to help coordinate the work, but such data shall remain between the CONTRACTOR and its sub-contractors and will not be reviewed by the GOVERNMENT except where material being provided requires modifications to the locations, piping, or other configurations shown in the contract documents.

19.4 Quality Assurance:

19.4.1 Coordination of Submittals:

19.4.1.1 Prior to each submittal, the CONTRACTOR shall carefully review and coordinate all aspects of each item being submitted.

19.4.1.2 The CONTRACTOR shall verify that each item and the submittal for it conform in all respects with the specified requirements.

19.4.1.3 Affixing the CONTRACTOR'S signature to each submittal certifies that this coordination has been performed.

19.4.1.4 Materials or equipment ordered, fabricated, or shipped before the GOVERNMENT returns to the CONTRACTOR the submissions herein required marked as either "Approved" or "Approved As Noted" is at the CONTRACTOR'S own risk.

19.4.2 CONTRACTOR'S Review Stamp: Notwithstanding the CONTRACTOR'S review stamp, submittals with readily apparent

omissions or deficiencies that could be eliminated by competent and thorough CONTRACTOR checking will be rejected by the GOVERNMENT without comment except to note on the transmittal "Not Adequately Checked by CONTRACTOR." The transmittal and submittal data will be returned to the CONTRACTOR.

19.4.3 Substitutions:

19.4.3.1 The Contract is based on the standards of quality established in the Contract Documents.

19.4.3.2 No substitute materials, equipment, or methods will be permitted unless the CO has specifically approved such substitution in writing for this work.

19.4.4 "Or Equal":

19.4.4.1 Where the phrase "or equal" or "or equal as approved by the GOVERNMENT" occurs in the Contract Documents, the CONTRACTOR shall not assume that the materials, equipment, or method will be approved as equal unless the item has been specifically so approved for this work by the GOVERNMENT.

19.4.4.2 The decision of the GOVERNMENT shall be final.

19.4.5 **Reproduction of Contract Documents:** Reproduction of the Contract Documents (Drawings or Specifications) is unacceptable for submittal purposes. Submittals including reproductions of the Contract Documents will be rejected. Transmittal and submittal data will be returned to the CONTRACTOR.

19.5 Submittals:

19.5.1 The GOVERNMENT will stamp submissions in one of the following ways:

Approved –A: No exceptions are taken, subject to compliance with the Contract Documents.

Approved As Noted – AN: Minor corrections are noted and a re-submittal is not required, subject to compliance with the corrections and the Contract Documents.

Disapproved – D: The submitted material, method, or system is totally rejected and does not meet the intent of the Contract Documents. Resubmission is required and is the CONTRACTOR’S responsibility.

Correct and Resubmit – R: The CONTRACTOR is responsible for revising its submittal and resubmitting.

Not Adequately Checked by Contractor – NAC: The submitted materials, method, or system has readily apparent omissions or deficiencies.

19.5.2 Submission Procedures:

19.5.2.1 The CONTRACTOR is required to submit to the GOVERNMENT seven (7) copies of each submittal package.

19.5.2.2 If a submission is satisfactory to the GOVERNMENT, the GOVERNMENT will annotate the submission “Approved” or “Approved As Noted” and two (2) copies will be transmitted to the CONTRACTOR. If a resubmission is required, the GOVERNMENT will annotate the submission “Disapproved” or “Correct and Resubmit” and transmit two (2) copies to the CONTRACTOR for appropriate action. If a submission is marked “Not Adequately Checked by CONTRACTOR-NAC”, the GOVERNMENT will transmit two (2) copies to the CONTRACTOR for appropriate action.

19.5.2.3 The CONTRACTOR shall revise and resubmit submissions as required by the GOVERNMENT until submissions are acceptable to the GOVERNMENT. The CONTRACTOR is responsible for all time delays associated with the resubmission process.

19.5.2.4 A re-submitted submittal shall include the entire submittal, be complete, and include all data, etc. related to all components. Re-submittal of only items that received comments is not acceptable. Review is for the entire submittal only, not portions thereof.

19.5.2.5 Approval of a Shop Drawing by the GOVERNMENT will constitute acceptance of the subject matter for which the Drawing was submitted and not for any other structure, material, equipment, or appurtenances indicated or shown.

19.5.2.6 The GOVERNMENT’S review of the CONTRACTOR’S submissions shall in no way relieve the CONTRACTOR of any of its responsibilities under the Contract. Approval of a

submission shall be interpreted only to mean that the GOVERNMENT has no specific objections to the submitted material, subject to conformance with the Contract Documents.

19.5.2.7 Where As-Built Drawings, Record Drawings, or Specifications are available and provided to the CONTRACTOR for use in performing the work, the CONTRACTOR shall verify the content of such drawings or specifications in the suitability and accuracy for use in performing the work. In no case shall the CONTRACTOR assume that such documents reflect a true and accurate record of the construction. Acceptance of any such materials, records, or drawings shall in no way result in additional cost to the GOVERNMENT should an error or omission in these documents result in additional costs to the CONTRACTOR.

19.6 Shop Drawings:

19.6.1 Scale and Measurements: The CONTRACTOR shall make accurate Shop Drawings on a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work.

19.6.2 Types of Prints Required: The CONTRACTOR shall submit Shop Drawings to the GOVERNMENT in the form of seven (7) prints or copies of each sheet. The GOVERNMENT will retain five (5) copies and two (2) copies will be returned to the CONTRACTOR.

19.6.3 Review Comments: The review comments of the GOVERNMENT will be shown on the submittal data when it is returned to the CONTRACTOR. The CONTRACTOR may make and distribute such copies as are required for its purposes.

19.7 Survey Data and Dredge Positioning Data: See Section 20 and Section 31 through Section 35 of the Technical Provisions.

19.8 Samples:

19.8.1 The CONTRACTOR shall provide a sample or samples identical to the precise article proposed to be provided. Identify sample or samples as described under "Identification of Submittals" in this section.

19.8.2 Number of Samples Required: Unless otherwise specified, submit samples in the quantity required in the Specifications.

19.9 Administrative and Closeout Submittals: Unless otherwise specified, submit five (5) copies of administrative and closeout submittals.

19.10 Identification of Submittals:

- 19.10.1** The CONTRACTOR shall number all Submittal Transmittals with Task Numbers indicated on the Schedule of Deliverables list. When material is resubmitted for any reason, the CONTRACTOR shall transmit under a new letter of transmittal with the original transmittal number and a suffix A, B, C, etc., as may be appropriate, to indicate that it is a subsequent submittal.
- 19.10.2** Accompany each submittal with a letter of transmittal showing all information required for identification and checking. Submittals shall indicate the General Conditions, Technical Provisions, and Environmental Protection Provisions paragraph numbers, section numbers, and/or drawing sheet numbers, as required to identify each submittal item.
- 19.10.3** On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal task number in which the item was included.
- 19.10.4** Maintain an accurate submittal log for the duration of the Work, showing the current status of all submittals at all times. Make the submittal log available to the GOVERNMENT for review upon request.

19.11 Grouping of Submittals: Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.

- 19.11.1** Partial submittals may be rejected as not complying with the provisions of the Contract.
- 19.11.2** The CONTRACTOR may be held liable for delays.

19.12 Timing of Submittals: In scheduling, allow at least ten (10) and no more than fifteen (15) working days for review by the GOVERNMENT following its receipt of the submittal.

19.13 GOVERNMENT'S Review:

- 19.13.1** Review by the GOVERNMENT does not relieve the CONTRACTOR from responsibility for errors that may exist in the submitted data.
- 19.13.2** Revisions:

19.13.2.1 The CONTRACTOR shall make revisions required by the GOVERNMENT.

19.13.2.2 If the CONTRACTOR considers any required revision to be a change, he shall so notify the GOVERNMENT as provided in the General Conditions.

19.13.2.3 The CONTRACTOR shall make only those revisions directed or approved by the GOVERNMENT.

19.13.3 The GOVERNMENT reserves the right to require additional submittals, whether or not particularly mentioned in this contract. If the CO requests additional submittals beyond those required by the Contract, an adjustment in Contract price and time will be made in accordance with clause titled Changes (FAR 52.243-4).

19.14 Forwarding Submittals:

19.14.1 The Schedule of Prices, Subcontractors List, Construction Schedule and Project Status Curve shall be sent directly to the COTR:

Mr. Jason Manthey
Department of Commerce, NOAA/PPMD-Eastern Region
601 East 12th Street, Room 1749
Kansas City, MO 64106-2826

All other submittals shall be forwarded from the CONTRACTOR to the Engineer:

Coastal Planning & Engineering, Inc.
2481 N.W. Boca Raton Blvd.
Boca Raton, FL 33431

At the time of transmittal to the Engineer, the CONTRACTOR shall also send a copy of the complete submittal directly to the COTR.

19.14.2 Submittals from subcontractors will not be accepted or reviewed by the GOVERNMENT.

19.15 Submittals by Fax: Submittals by FAX will not be accepted or reviewed by the Engineer. The GOVERNMENT will discard FAXED submittals without notice to the CONTRACTOR.

20. CONSTRUCTION SCHEDULES

20.1 General: Work included in this section consists of preparation, submittal, and updating of the project schedules.

- 20.2 Submittals:** Submit the following submittals to the GOVERNMENT in accordance with the General Conditions submittals section. Submittals are for the record or approval, as indicated.
- 20.2.1** The proposed construction schedule shall be submitted to the GOVERNMENT for approval at least seven (7) days prior to the pre-construction conference.
- 20.2.2** The project status curve shall be submitted to the GOVERNMENT for approval at least seven (7) days prior to the pre-construction conference.
- 20.3 Construction Schedule:** The construction schedule shall show all work activities for completion of the Work to be performed under this Contract and will reflect the CONTRACTOR'S general sequential approach to the Work. The construction schedule will be in either arrow diagram, precedence diagram, or bar chart format. The project schedule shall indicate, at a minimum, the start of Work, the inspection hold points, the pre-construction survey for the marsh and beach, the magnetometer survey, the primary dike construction period, the start of excavation, the marsh construction period, the construction period for the beach and dune, the hydraulic fill placement completion date, the completion date of sand fence construction, the start and completion date of the jetty extension, and the completion date of all Work. The construction schedule shall demonstrate completion of all Work within the period of performance of the Contract in a reasonable and achievable manner.
- 20.4 Project Status Curve:** The project status curve ("S" shape curve) shall establish the relationship between construction progress and contract time elapsed. This curve will be used to determine if the CONTRACTOR'S progress is satisfactory to ensure timely completion.
- 20.5 Periodic Schedule Updates:** The CONTRACTOR shall support periodic payment requests with an approved construction schedule and project status curve with both marked to indicate progress. The CONTRACTOR shall submit to the GOVERNMENT an updated schedule on or before 2:00 p.m. each Friday. While the construction schedule and status curve may undergo periodic revisions, as discussed below, the marked versions shall clearly show the progress history through the current invoice period. When, in the opinion of the GOVERNMENT, changes in the work occur that significantly affect the schedule, the CONTRACTOR shall submit to the GOVERNMENT a revised construction schedule and project status curve for approval. The revised construction schedule and project status curve shall be submitted within five (5) days after it is requested by the GOVERNMENT. The current approved construction schedule and project status curve shall be used as a baseline for progress reporting.

21. PROJECT MEETINGS

21.1 Scope: Project meetings will be conducted periodically to enable orderly review during the progress of the work and to provide for systematic resolution of problems. The CONTRACTOR'S jobsite supervisor and other responsible CONTRACTOR employees shall attend and participate in these meetings. The CONTRACTOR'S representative shall have the authority to commit the CONTRACTOR to activities under the contract.

21.2 Meeting Location: Progress meetings will be held at or near the project site. Progress meetings may be conducted via telephone conference call.

21.3 Pre-Construction Meeting: A pre-construction meeting will be held in New Orleans, LA or Baton Rouge, LA before the CONTRACTOR begins any Work at the project site. The CONTRACTOR shall ensure attendance by an individual authorized to sign the Contract, its Project Manager, jobsite supervisor, and major subcontractors.

21.3.1 Data and information on at least the following topics will be distributed and discussed.

21.3.1.1 Organizations.

21.3.1.2 Responsibilities and authority of the Contracting Officer's Technical Representative (COTR).

21.3.1.3 Contract Documents, including distribution of the required copies of the original documents and revisions.

21.3.1.4 Channels and procedures for communication.

21.3.1.5 Discuss all deliverables that are required to be submitted prior to this meeting.

21.3.1.6 Bonds, insurance requirements, permits, and proof of compliance.

21.3.1.7 Construction schedule.

21.3.1.8 Invoicing and progress payments.

21.3.1.9 Field decisions and change orders.

21.3.1.10 Rules and regulations governing performance of the Work.

21.3.1.11 Procedures for safety, first aid, security, quality control, and housekeeping.

21.3.1.12 Reports.

21.3.1.13 Permits.

21.3.1.14 Construction observers.

21.4 **Progress Meetings:** Progress meetings will be conducted, at a minimum, weekly. The CONTRACTOR'S superintendent shall be available to participate in all progress meetings. Additionally, whenever the COTR visits the project site, the CONTRACTOR'S superintendent shall be available to attend an informal meeting of approximately 1 hour in duration.

21.4.1 Attendance:

21.4.1.1 To the maximum extent practicable, the CONTRACTOR shall assign the same person or persons to represent the CONTRACTOR at project meetings throughout progress of the Work.

21.4.1.2 The CONTRACTOR may invite subcontractors, materials suppliers, and others to attend those project meetings in which their aspect of the Work is involved.

21.4.2 Minimum agenda:

21.4.2.1 Review unresolved items of previous meetings.

21.4.2.2 Review progress of the Work, including status of submittals and approvals.

21.4.2.3 Identify problems, which affect planned progress, and develop corrective measures to regain the planned schedule.

21.4.2.4 Review the CONTRACTOR'S quality control.

21.4.2.5 Identify the next and remaining inspection hold points and determine an approximate inspection schedule.

21.4.2.6 Review the CONTRACTOR'S safety plan.

21.4.3 The CONTRACTOR is required to provide all meeting minutes and distribute these minutes to all necessary parties within two (2) days following the meeting.

21.5 Telephone Communications: It is anticipated that there will be many occasions in the period between COTR site inspections when the COTR and the CONTRACTOR need to communicate. The CONTRACTOR shall provide telephone numbers of two (2) responsible CONTRACTOR employees to the GOVERNMENT at least seven (7) days prior to the pre-construction conference. The COTR will provide the CONTRACTOR with contact telephone numbers for GOVERNMENT representatives.

22. CONSTRUCTION UTILITIES

22.1 General: The CONTRACTOR shall provide utility services.

22.2 Water: The CONTRACTOR shall provide all water for construction.

22.3 Electricity: The CONTRACTOR shall provide electrical service for construction.

22.4 Telephone: The CONTRACTOR shall provide telephone service for construction.

22.5 Sanitary: The CONTRACTOR shall furnish and maintain chemical toilets for use by its employees on the project site.

22.6 Internet: The CONTRACTOR shall provide internet service at the construction site.

23. SECURITY

23.1 General: The CONTRACTOR shall provide security for CONTRACTOR personnel, work in progress, work completed but not accepted, and CONTRACTOR materials, tools, and equipment.

23.2 Personnel: The CONTRACTOR shall be responsible for its personnel, its subcontractor's personnel, and its material suppliers while at the work site. This includes, but is not limited to, restricting access to the project site to only those personnel working at or having business upon the project site and to restricting personnel to the designated access, laydown area, and the project site. The only exception to this will be when personnel are working on related site systems (e.g., oil and gas infrastructure/pipelines, sewage, electrical supply, and telephone).

23.3 Work in Progress: The CONTRACTOR shall be responsible for the protection and safe keeping of all work in progress prior to the time of occupancy or final acceptance by the GOVERNMENT. At the Contracting Officer's option, work in progress which is damaged shall be repaired or replaced by the CONTRACTOR.

23.4 CONTRACTOR Materials, Tools, and Equipment: The CONTRACTOR shall be responsible for the security and protection of its own stored materials, small tools, and equipment. Any materials, tools, or equipment which are stolen,

unaccounted for, or damaged, and which are required for the progress of the Work shall be replaced promptly by the CONTRACTOR.

24. FACILITIES AND SUPPORT PROVIDED BY THE CONTRACTOR

- 24.1 Boarding Facilities:** The CONTRACTOR shall provide boarding facilities for one full-time observer. Quarters, sanitary facilities, and meals, which are acceptable to the GOVERNMENT, shall be included for the observer and one other GOVERNMENT personnel. The quarters and sanitary facilities shall be separate from the CONTRACTOR's quarters, office, work, storage, and common areas.
- 24.2 Job Office:** The CONTRACTOR shall provide an office at the job site, which is acceptable to the GOVERNMENT, for the observer and one other GOVERNMENT personnel. The office shall be separate from the CONTRACTOR'S office, work, and storage areas. The office shall be at least 120 square feet and be equipped with sufficient 110 volt electrical outlets to operate office equipment supplied by the GOVERNMENT. The CONTRACTOR shall have electrical power supplied to the office. Access to phone, internet, and fax facilities shall be provided by the CONTRACTOR. The internet and phone connections shall be dedicated and not a shared line with the CONTRACTOR. The office shall be provided with lighting, heat, and air conditioning. Furnishings shall consist of a work/small conference table, a drafting table with stool, one desk or plan table sufficiently large to view full-size plans, one filing cabinet, and two chairs.
- 24.3 Observer Transportation:** The CONTRACTOR shall provide dedicated boat transportation for the observer to access the work from the CONTRACTOR's boarding facilities. The boat shall be a minimum of twenty (20) feet in length, have at least a seventy-five (75) horsepower engine, bimini top, and be capable of safely transporting four (4) people. The CONTRACTOR shall provide all fuel, dockage, and maintenance of the boat. The CONTRACTOR shall also provide daily transportation to and from the dredge as requested by the observer. The CONTRACTOR shall provide full access to all portions of the project area including onshore and offshore facilities. If the CONTRACTOR does not provide transportation sufficient to fulfill the observer's requirements, the GOVERNMENT shall rent the required transportation. This cost will be deducted from the demobilization amount due to the CONTRACTOR upon final payment.
- 24.4 GOVERNMENT Transportation:** Every week the CONTRACTOR shall provide transportation and one noontime meal for four (4) additional GOVERNMENT personnel. Transportation from a land-based facility will be required with a return to the same facility at the end of the day. The CONTRACTOR shall provide full access to all portions of the project area including onshore and offshore facilities. On occasion the GOVERNMENT will require additional transportation support from the CONTRACTOR for an

unspecified number of personnel. Advanced notice will be provided to the CONTRACTOR for such visits.

25. GOVERNMENT ACCESS TO THE DREDGE AND PROJECT SITE

The GOVERNMENT shall have unlimited access to the dredge, fill, and spoil sites. The CONTRACTOR will be required to furnish, at the request of the GOVERNMENT, suitable transportation from the shore to and from the various pieces of equipment, including the dredge, fill area, and spoil sites, as required to administer the Contract Documents. The GOVERNMENT is to have free access to the materials and the Work at all times for laying out, measuring, and observing and the CONTRACTOR shall afford all necessary facilities, transportation, and assistance for doing so. The presence or absence of the GOVERNMENT shall not relieve the CONTRACTOR of responsibility for the proper execution of the Work in accordance with the Specifications.

26. DREDGE FOR FILL PLACEMENT

26.1 Dredge Capacity: The CONTRACTOR agrees to keep on the job sufficient equipment to meet the requirements of the Work. The dredge shall be in satisfactory operating condition, be reliable in its performance, and capable of safely and efficiently performing the Work as set forth in the Contract Documents. The dredge shall be of sufficient size and capacity to complete the Work in a timely manner, meeting or exceeding Contract Document requirements for the construction time period. The CONTRACTOR shall indicate the size and capacity of the dredging equipment that will be used on this project at the time of bid. The listing of this dredging equipment shall not be construed as an agreement on the part of the GOVERNMENT that it is adequate for the performance of the Work.

26.2 Certification for Open Ocean Operation: The CONTRACTOR shall obtain any and all American Bureau of Shipping (A.B.S.) and/or U.S. Coast Guard dredge certifications and/or approvals, required for the project described herein, which allow for the open ocean operation of the dredge. A copy of the A.B.S. or U.S. Coast Guard certifications and approvals must be provided to the GOVERNMENT at the time of bid, demonstrating that the plant proposed for use on the project is licensed and certified to conduct open water (Gulf of Mexico) work.

26.3 No Reduction in Dredge Capacity: No reduction in the capacity of the dredge employed on the Work shall be made except by written permission of the GOVERNMENT. The measure of the "capacity of the dredge" shall be its actual performance on the Work to which these Specifications apply. The GOVERNMENT, at their discretion, may order a field test of the capacity of the dredge at the CONTRACTOR'S expense. If the dredge, in the GOVERNMENT'S opinion, is not of sufficient capacity to complete the Work in the contract time period, the GOVERNMENT may direct the CONTRACTOR to replace the dredge with a larger capacity dredge at no additional cost to the Government.

27. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

The CONTRACTOR shall conform to all applicable laws, regulations, or ordinances with regard to labor employed, minimum wage, equipment certification, laws, hours of work, and their general operations. The CONTRACTOR shall so conduct their operations that he shall not close any thoroughfare nor interfere in any way with traffic on railway, highways, or on water without the written consent of the proper authorities. The regulations the CONTRACTOR shall adhere to are those established by, but not necessarily limited to, the Department of the Navy, U.S. Coast Guard, Department of the Army, American Bureau of Shipping, Louisiana Department of Natural Resources, and Plaquemines Parish.

28. DELAYS AND EXTENSIONS OF TIME

28.1 Time Extension for Unavoidable Delays Caused by Severe Weather or Sea State: Time extension for severe weather or sea state delays will be granted if:

28.1.1 It affects operations related to working in the Gulf of Mexico. Sea state related delays will not be granted for work in the fill area.

28.1.2 A request is made in writing to the GOVERNMENT within three (3) days of the onset of the delay.

28.1.3 The delay is substantiated in writing and with data from an independent wave/weather source within fourteen (14) days of the onset of the delay to the satisfaction of the GOVERNMENT.

28.1.4 The GOVERNMENT agrees that the weather and/or sea state conditions and the number of days of extensions requested are warranted and qualify for an extension of time.

28.2 Permit Time Extensions: If construction is not completed within the time frame of the permits, the GOVERNMENT may seek modification of the permits to allow construction past the permit deadline for construction completion. If the GOVERNMENT is unsuccessful in obtaining an extension of time in the permits to complete construction, or if the time extension granted to the GOVERNMENT is not sufficient to complete construction, then the GOVERNMENT may take one of the following actions:

28.2.1 The CONTRACTOR will be required to remobilize, at the CONTRACTOR's own expense, and complete the project as permit conditions and time frames allow.

28.2.2 Negotiate with the CONTRACTOR to seek an acceptable agreement allowing for project completion when (if) permits and regulatory agencies allow for the resumption of project construction activities.

28.2.3 Accept the project as constructed and pay the CONTRACTOR for the quantity of Work completed at the bid item unit cost.

29. PROTECTION OF PROPERTY, WORK, AND PERSONS

29.1 Protection of Property: The CONTRACTOR shall be responsible for the preservation of all public property, private property, and survey monuments. The CONTRACTOR shall use suitable precautions necessary to prevent damage to pipes, conduits, and other underground or submerged structures and shall protect carefully from disturbance to or damage to all land monuments, State and United States bench marks, geodetic and geological survey monuments, bench marks, and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The CONTRACTOR shall notify the GOVERNMENT and then repair, at once and at their own expense, any utility lines that are damaged. The CONTRACTOR shall be responsible for any damage to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or on account of defective work material, and he shall restore at his own expense such property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding, or otherwise restoring same or he shall make good such damage or injury in an acceptable manner. In case of failure on the part of the CONTRACTOR to restore such property or make good such damages or injury, the GOVERNMENT may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due to the CONTRACTOR under their Contract. In case no money is due or to become due, their surety shall be held until damages, all suits, and/or claims have been settled and suitable evidence to that effect has been furnished to the GOVERNMENT.

29.2 Landowner Requirements: The GOVERNMENT has obtained all temporary easements, servitudes, and right-of-way agreements required for construction of the project. The agreements executed with landowners for the Work at the site contain special requirements. The CONTRACTOR shall abide by the following stipulations as set forth by the respective landowners:

29.2.1 Plaquemines Parish Government: The project is located partially on Plaquemines Parish Government land. The CONTRACTOR shall notify the Parish at (504) 297-5320 not less than ten (10) working days prior to mobilization. The CONTRACTOR shall copy this correspondence to the GOVERNMENT.

29.3 Leaseholder Requirements: The GOVERNMENT has obtained all temporary easements, servitudes, and right-of-way agreements required for construction of the project. The agreements executed with leaseholders for the Work at the site contain special requirements. The CONTRACTOR shall abide by the following stipulations as set forth by the respective leaseholders.

29.3.1 Tennessee Gas Pipeline Company: The CONTRACTOR shall notify Tennessee Gas Pipeline Company not less than forty-eight (48) hours in advance of any construction work pursuant to the Project. Notice may be given in person or by telephone to Mike Bryan in the Houma office. Mr. Bryan can be reached at (985) 879-3516 ext. 2023.

29.3.2 Shell Pipeline LC (SPLC): The Contractor shall notify SPLC not less than forty-eight (48) hours (exclusive of nights, weekends and holidays) prior to any activities across, over, or within twenty-five (25) feet of SPLC's lines. Notice shall be given to Mr. Kelly Angelette, SPLC, (985) 858-2570 (office), or (985) 688-7446 (cell). No activities across, over, or within twenty-five (25) feet of SPLC's pipeline shall occur in the absence of Mr. Angelette (SPLC's designated POC) or his designated alternative. Light construction equipment (e.g., light bulldozer) shall be used for placing and compacting new levee material at the unsubmerged location. At the submerged areas the fill shall be pumped and no construction loading is allowed. Truck loads shall not exceed HS20-44 (truck with maximum axle load of thirty-two thousand (32,000) pounds). Heavy roller loading shall not exceed fifteen (15) tons (fifteen (15) ton heavy roller with a five (5) foot drum).

29.3.3 Enterprise Products Operating, L.P. (EPO): The Contractor shall notify EPO not less than forty-eight (48) hours prior to any activities across, over, or within twenty-five (25) feet of EPO's lines. Notice shall be given to Mr. Paul Bouillion (225) 675-2515, EPO Field Management Coordinator, 47504 Texaco Road, Sorrento, LA 70778.

29.3.4 Anglo-Suisse Offshore Energy Partners LLC (ASOPP): The Contractor shall notify ASOPP not less than forty-eight (48) hours (exclusive of nights, weekends and holidays) prior to commencement of any work in the vicinity of ASOPP pipelines. Such notification shall be given during normal business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.) to Mr. Steve Ledet (504)569-1875 or (504)583-0562. No construction activities shall take place within twenty-five (25) feet of ASOPP's pipelines in the absence of Mr. Ledet or his designee. The Contractor shall not conduct any dredging, excavation, or spudding within twenty-five (25) feet of ASOPP's pipelines. Truck loads shall not exceed HS20-44 (truck with maximum axle load of thirty-two thousand (32,000) pounds). Heavy roller loading shall not exceed fifteen (15) tons (fifteen (15) ton heavy roller with a five (5) foot drum). ASOPP maintains the right to have representatives on-site during construction and the Contractor will provide reasonable accommodations for such representatives.

29.3.5 Exxon Mobil Production Company (Exxon/Mobil): The Contractor shall notify Exxon/Mobil at least seventy-two (72) hours prior to commencement of work across Exxon/Mobil's pipeline. Notification shall be made to Mr. H. Earl Jackson, (337)-654-2883 (cell) or (337)-356-2760

(alternate number). No construction activities shall take place across or within twenty-five (25) feet of Exxon/Mobil's pipeline(s) without coordination with and presence of Exxon/Mobil's designated representative. No dredging, excavation or spudding or pile driving will occur within twenty-five (25) feet of Exxon/Mobil's pipeline(s).

29.4 Cooperation with Public Utilities, Oil Companies, and Gas Companies:

29.4.1 Oil and gas infrastructure is present throughout the project area. Project construction requires work in the immediate vicinity of oil and gas infrastructure. Due to the presence of infrastructure in the work area, the CONTRACTOR is required to investigate, locate, and protect all existing facilities, structures, services, and pipelines that are on, above, or under the surface of the area where construction operations are to be performed. In addition, the CONTRACTOR shall perform a magnetometer and hazard identification survey and any other appropriate investigations in all areas of excavation and other work that may potentially damage or interfere with existing infrastructure shown in the Plans prior to beginning any work. It shall be the CONTRACTOR's responsibility to notify all public utilities, or other interested parties, to make all necessary adjustments to public utility fixtures and appurtenances within or adjacent to the limits of construction. It shall also be the responsibility of the CONTRACTOR to see that the necessary adjustments of public utility fixtures and appurtenances are made.

29.4.2 All known utilities within the limits of the work, such as pipes, communication lines, power lines, etc. that would interfere with construction work are marked on the Drawings. There are multiple confirmed pipelines as indicated on the Plans. A ground-truthing by probing effort has been made to locate and indicate all known utilities within the limits of the work; however, the pipeline survey information shown on the Plans is provided for informational purposes only and is not a definitive survey. The GOVERNMENT will not be responsible for any information provided to the CONTRACTOR. The CONTRACTOR shall independently verify this information and conduct magnetometer and other surveys and investigations as required in Section 29.4.1 of the General Conditions. The CONTRACTOR shall cooperate with the authorities or company representatives and shall conduct their operations in such manner as to minimize inconveniences to the owners of said utilities. Prior to any excavation, the CONTRACTOR shall call Louisiana one call (DOTTIE) at 1-800-272-3020 to locate any utility lines in the area.

29.4.3 Any unidentified pipes or structures, which may be found within the limits of the work during the course of construction, shall not be

disturbed nor shall construction or excavation be performed at these locations unless and until approved by the GOVERNMENT. The CONTRACTOR shall provide all available data on the location of the unidentified pipelines to the GOVERNMENT.

29.4.4 The CONTRACTOR shall be responsible for any damage done to any telephone power poles or lines, water or gas mains, flow lines, pipelines, wellheads, sewers, conduits, and other accessories and appurtenances of a similar nature that are fixed or controlled by a city, public utility company, or corporation. The CONTRACTOR shall perform and carry on their work in such a manner as not to interfere with or damage fixtures mentioned herein, or as shown on the Plans or discovered during construction which are to be left within the limits of the project. The GOVERNMENT will not be responsible for any delay or damage incurred by the CONTRACTOR due to working around or joining their work to fixtures left in place.

29.4.5 The GOVERNMENT will not be responsible for any delays or inconvenience to the CONTRACTOR in carrying on their work in the above-mentioned manner while the affected entities are making necessary adjustments of their fixtures or appurtenances. The GOVERNMENT will not be responsible for any costs that may be incurred by the CONTRACTOR or affected entities for making said adjustments.

29.5 **Risk of Weather Events:** All loss or damage arising out of the nature of the Work or from the action of the elements, weather events, hurricanes, tropical storms, or from any unusual obstruction or difficulty or any other natural or existing circumstances, either known or unforeseen, that may be encountered in the prosecution of the Work shall be sustained and borne by the CONTRACTOR at their own cost and expense, including all primary dikes and beach and marsh sections that have not been accepted by the GOVERNMENT for payment.

30. DAMAGES

All damages to private or public property resulting from the CONTRACTOR'S operations shall be repaired by the CONTRACTOR at the CONTRACTOR'S expense. The GOVERNMENT shall determine if repairs are required and the GOVERNMENT or the owner of the damaged property will determine if the property has been repaired to its previous condition before the CONTRACTOR receives final payment.

31. CONSTRUCTION PLANS AND CONTRACT DOCUMENTS

A minimum of two (2) complete sets of Construction Plans and Contract Documents (with permits) shall be kept in the construction site field office. The surveyor shall have at least one (1) set and at least one (1) set shall be maintained on the dredge at all times during project construction. The dredge must have a complete set of Plans, including

plan views of the borrow areas showing the coordinates of the borrow area limits, at all times to avoid dredging outside of the borrow areas.

32. PROJECT CLOSEOUT

32.1 General: This section specifies administrative and procedural requirements for project closeout, including but not limited to:

32.1.1 Project record document submittal.

32.1.2 Final Clean-up.

32.2 Record Document Submittals:

32.2.1 The CONTRACTOR shall not use record documents for construction purposes; these documents shall be protected from deterioration and loss in a secure, fire-resistive location. The CONTRACTOR shall provide access to record documents for the observer's or COTR'S reference during normal working hours.

32.2.2 Record Drawings (As-Built): The CONTRACTOR shall maintain a clean, undamaged set of blue or black line white-prints of the Contract Drawings and Shop Drawings. The CONTRACTOR shall mark whichever Drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, the CONTRACTOR shall record a cross-reference at the corresponding location on the Contract Drawings. The CONTRACTOR shall give particular attention to concealed elements that would be difficult to measure and record at a later date. The CONTRACTOR shall organize Record Drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on the cover of each set. Upon completion of the Work, the CONTRACTOR shall submit Record Drawings to the Government.

32.2.3 Record Specifications (As-Built): The CONTRACTOR shall maintain a clean, undamaged set of blue or black line white-prints of the Project Specifications. The CONTRACTOR shall mark specifications that have changed as a result of a contract amendment, contract modification, field adjustment, or request for interpretation. Upon completion of the Work, the CONTRACTOR shall submit Record Specifications to the Government.

33. DEFINITIONS

33.1 Addenda - Written or graphic instruments, explanations, interpretations, changes, corrections, additions, deletions, or modifications of the Contract Documents issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Contract Documents.

- 33.2 Application for Payment** - The form accepted by the GOVERNMENT that is to be used by the CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- 33.3 Bid** - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed and property signed or guaranteed.
- 33.4 Bonds** - Bid, Performance, and Payment Bonds and other instruments which protect against loss due to inability, failure, or refusal of the CONTRACTOR to perform the work specified in the Contract Documents.
- 33.5 Change Order** - A document recommended by the GOVERNMENT that is signed by the CONTRACTOR and the GOVERNMENT that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or Contract Time issued on or after the execution of the Agreement.
- 33.6 Contract Documents** - The Advertisement for Bids, Instructions to Bidders, Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Certificate of Insurance, Notice of Tentative Award, Notice to Proceed, Certificate of Substantial Completion, Warranty of Title, Final Receipt - Release of Lien, General Conditions, Technical Provisions, Environmental Protection Provisions, Plans, Addenda, and Change Orders executed pursuant to the Contract Documents.
- 33.7 Contract Price** - The total monies payable by the GOVERNMENT to the CONTRACTOR under the terms and conditions of the Contract Documents.
- 33.8 Contract Time** - The number of successive calendar days stated in the Contract Documents for the completion of the Work.
- 33.9 CONTRACTOR** - The person, firm, or corporation with whom the GOVERNMENT has executed the Agreement to furnish the Work called for in the Contract Documents.
- 33.10 Date of Completion** - Calendar date when all Work has been completed in compliance with the Contract Documents when the CONTRACTOR has repaired all damage or injury to the work site, cleaned up the work site, and demobilized all equipment and personnel from the project area.
- 33.11 Day** - A calendar day of twenty-four (24) hours measured from midnight to the next midnight, regardless of weather, including Saturdays, Sundays, and holidays, except where otherwise noted as a “working day” which is twenty-four (24) hours measured from midnight to the next midnight exclusive of Saturdays, Sundays and Federal holidays.

- 33.12 Defective Work** - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to the GOVERNMENT'S recommendation for final payment.
- 33.13 GOVERNMENT** - The NOAA/National Marine Fisheries Service and its authorized and legal representatives which is the public entity with whom the CONTRACTOR has entered into the agreement and for whom the Work is to be provided.
- 33.14 Lump Sum Price Work** - Work to be paid for on the basis of a single payment to accomplish a Work task.
- 33.15 Notice to Proceed** - The written notice issued by the GOVERNMENT, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work.
- 33.16 Permits** - State and Federal approvals to conduct the Work, including conditions and requirements that must be adhered to by the CONTRACTOR.
- 33.17 Plans** - The Drawings, Plans, maps, profiles, diagrams, and other graphic representations that show the character, location, nature, extent, and scope of the Work which have been prepared or approved by the GOVERNMENT and which are considered part of the Contract Documents.
- 33.18 Specifications** - Those portions of the Contract Documents consisting of the general requirements and written technical descriptions of the products and execution of the Work.
- 33.19 Subcontractor** - An individual, firm, or corporation having a direct contract with the CONTRACTOR, or with any other Subcontractor, for the performance of a part of the Work at the Project site.
- 33.20 Surety** - Any person, firm, or corporation that is bound by bid or contract bond with and for the CONTRACTOR.
- 33.21 Unit Price Work** - Work to be paid for on the basis of unit prices.
- 33.22 Work** - Any and all obligations, duties, and responsibilities necessary for the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals and the furnishing thereof.

34. SCHEDULE OF DELIVERABLES

Pelican Island Restoration Schedule of General Conditions Deliverables

TASK	DELIVERABLE	SUBMISSION
GC-2.3	Notice of Hold Point Inspection	Fourteen (14) days prior to each Hold Point Inspection
GC-2.3	Hold Point Confirmation/Re-schedule/Cancellation	Three (3) days prior to the schedule Hold Point Inspection
GC-2.4	Notice of Completion	Fourteen (14) days prior to planned completion date
GC-3.2	Discrepancy in Plans and Specifications	Immediately, upon discovery, before proceeding with the Work affected thereby
GC-4.3.1	Schedule of Prices	Within seven (7) days after contract award and prior to mobilization
GC-4.3.2	Invoice Submittals	Monthly
GC-4.6.4.3	Release of Claims	With Final Invoice
GC-7.1	Names of Subcontractors	Within seven (7) days of contract award and prior to mobilization
GC-8.1	Designated Superintendent	Within seven (7) days of contract award and prior to mobilization
GC-9.4.2	Request to Proceed with Proposed Government Changes	Immediately
GC-10.5	Diving Plan	Seven (7) days prior to the pre-construction conference
GC-10.6	Accident Prevention Plan	Seven (7) days prior to the pre-construction conference
GC-10.7	Hazard Communication Plan	Seven (7) days prior to the pre-construction conference
GC-10.9	Confined Space Entry Plan	Seven (7) days prior to the pre-construction conference
GC-10.10	Trench Safety Plan	Seven (7) days prior to the pre-construction conference
GC-10.11	Activity Hazard Analysis	Seven (7) days prior to the pre-construction conference
GC-10.12	Name, Qualifications, and Duties of Safety Officer	Seven (7) days prior to the pre-construction conference
GC-10.13	Hurricane and Severe Storm Plan	Seven (7) days prior to the pre-construction conference
GC-13	Notice to Mariners	Within twenty-four (24) hours after the Notice to Proceed
GC-13	Navigation Hazards	Immediately upon discovery
GC-18.6	Quality Control Plan	Seven (7) days prior to the pre-construction conference
GC-18.7	Daily Contractor Quality Control Report	Daily by 2:00 PM the following day
GC-20.2	Proposed Construction Schedule	Seven (7) days prior to the pre-construction conference
GC-20.2	Project Status Curve	Seven (7) days prior to the pre-construction conference
GC-20.5	Periodic Schedule Updates	Five (5) days after it is requested by the Government
GC-21.4.3	Progress Meeting Minutes	Within two (2) days following the meeting
GC-21.5	Telephone Numbers of two (2) Contractor Employees	Seven (7) days prior to the pre-construction conference

GC-26.1	Size and Capacity of Dredging Equipment	With Bid Documents
GC-26.2	ABS/US Coast Guard Dredge Certifications and Approvals	With Bid Documents
GC-28.1	Delays and Extensions of Time - Request	Within three (3) days of the onset of delay
GC-28.1	Delays and Extensions of Time - Evidence	Within fourteen (14)' days of the onset of delay
GC-29.2	Landowner Construction Notification	Ten (10) working days prior to mobilization
GC-29.3.1	Tennessee Gas Pipeline	Forty-eight (48) hours prior to any construction
GC-29.3.2	Shell Pipeline	Forty-eight (48) hours prior to any activities near their pipelines
GC-29.3.3	Enterprise Products Operating	Forty-eight (48) hours prior to any activities near their pipelines
GC-29.3.4	Anglo-Suisse Offshore Pipeline Partners	Forty-eight (48) hours prior to any activities near their pipelines
GC-29.3.5	Exxon Mobile Production Company	Seventy-two (72) hours prior to commencement of work across their lines
GC-32.2	Record Document Submittals	Upon completion of work

APPENDIX I

NOTICE OF COMPLETION FORM

(On CONTRACTOR Letterhead)

NOTICE OF COMPLETION

Effective at (time) hours on (date) work described under CONTRACT No. (contract no.) , Construction of the Pelican Island Restoration (BA 38-1) CWPPRA Project for the Department of Commerce/NOAA, will be substantially and useably complete with the following exceptions: (none) or (describe remaining work items). We request that the Final Inspection be arranged as soon as possible after the above date.

By: (Signature of CONTRACTOR's Representative)
(Printed Name of CONTRACTOR's Representative)

 (Title of CONTRACTOR's Representative)
(Name of CONTRACTOR)

APPENDIX II

SCHEDULE OF PRICES FORM

SCHEDULE OF PRICES

Location/Contract No.:	Period Starting:
CONTRACTOR:	Period Ending:

PROGRESS

Item No.	Description of Work	Estimated Quantity	Unit	Unit Cost (\$)	Total Cost (\$)	This Period (%)	To Date (%)	Value to Date (\$)
0001	Mobilization/Demobilization	1	LS					
0002	Performance and Payment Bonds	1	LS					
0003	Dune and Beach Fill	1,400,000	CY					
0003A	Dune and Beach Fill, Option	250,000	CY					
0003B	Dune and Beach Fill, Option	500,000	CY					
0004	Marsh Fill	1,600,000	CY					
0005	Primary Dikes	15,000	LF					
0006	Sand Fencing	13,900	LF					
0007	Settlement Plates	9	UNIT					
0008	Jetty Extension Foundation	19,630	SF					
0009	Jetty Extension Armor Stone	10,620	TON					
0010	Pre-Construction Survey	1	LS					
0011	As-Built Survey	1	LS					
0012	Sea Turtle Relocation Trawling	20	DAY					

APPENDIX III
RELEASE OF CLAIMS FORM

RELEASE OF CLAIMS

The undersigned CONTRACTOR, pursuant to the terms of Contract No. _____ between the United States of America and said CONTRACTOR for the Pelican Island Restoration (BA 38-1) CWPPRA Project, hereby releases the United States from any and all claims arising under or by virtue of said contract or any modification or change thereof. Witness the signature and seal of the undersigned this _____ day of _____, _____.

WITNESS:

CONTRACTOR:

(Signature)

(Print or type)

(Address)

(Official Title)

APPENDIX IV

DAILY CONTRACTOR QUALITY CONTROL REPORT FORM

DAILY CONTRACTOR QUALITY CONTROL REPORT

Date: _____ Report No. _____
(Report is due by 2:00 p.m. of the following day)

PROJECT: Pelican Island Restoration (BA 38-1) CWPPRA Project

WEATHER: (Clear) (P. Cloudy) (Cloudy)

TEMPERATURE: Min. _____ Max. _____

WIND SPEED: _____ mph Direction _____

WAVE HEIGHT:

Borrow Site _____ feet
Fill Area _____ feet
Wave Direction _____

LOCATION OF DISCHARGE(S): Station: _____ Range: _____

DRESSING OPERATIONS COMPLETE TO: Station: _____

CONTRACTOR/SUB-CONTRACTOR AND AREA OF RESPONSIBILITY:

1. Work Performed Today: (Indicate location and description of work performed. Provide beach/dune or marsh fill advance over last 24 hours. Attach dredge position printouts and plot to this report. List tonnage and location of armor stone placed.)

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

3. Buoy Check: Were the pipeline buoys checked today (Yes/No)? _____

4. Water Quality Monitoring: Was water quality monitoring conducted today in compliance with project permit requirements of the Louisiana Department of Natural Resources Permit No. _____ and water quality protection laws, and the results provided to the GOVERNMENT (Yes/No)? _____

5. Verbal Discussions with GOVERNMENT: (List any discussions given by the GOVERNMENT, construction deficiencies, retesting required, etc., with action to be taken.)

6. Remarks: (Cover delays and any conflicts in Plans, Specifications or instructions.)

7. Safety Inspection: (Report violations noted; corrective instructions given; and corrective actions taken.)

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

9. Dredge Status: (Is the dredge working, not operating due to weather/sea state, or is it under repair?)

10. Avoidance of Overdredging: Do you certify that the dredge has excavated within the limits of the borrow areas, as shown in the Plans (Yes/No)? _____. Also, do you certify that the borrow area has not been excavated below the limit as shown in the Plans (Yes/No)? _____

11. Daily Patrol for Protected Birds: (Describe number and extent of patrols and if any protected birds or protected bird nests were observed. If protected birds or protected bird nests were observed, identify type and location.)

12. Daily Monitoring of Primary Dike Integrity: (Describe any deficiencies with the primary dike and any efforts to construct or maintain the primary dike).

13. Sea Turtle Protection Provisions: (Were there any turtle takes observed? If so, document details as described in Section 7.5 of the Environmental Protection Provisions. Has the weekly ESO report been submitted?)

13. Progress Summary:

	This Day	To Date
Worked Hours		
Downtime Hours (Explain Below)		
Length of Discharge Advance (Ft.)		
Volume Pumped (Estimated c.y.)		
Volume Pay (c.y. accepted sections only)		
Linear % Completed		
Area of Jetty Foundation Installed		
Jetty Extension Armor Stone Installed		

Explanation of Downtime:

CONTRACTOR'S Verification: The above report is complete and correct and equipment used and work performed during this reporting period are in compliance with the contract Drawings and Specifications except as noted above.

 CONTRACTOR'S Approved Authorized Representative

Note: This form must include continuous plots of dredge locations and depths.

APPENDIX V

FIELD ADJUSTMENT REPORT FORM

APPENDIX VI
NON-COMPLIANCE NOTICE FORM

NON-COMPLIANCE NOTICE

Project:	Pelican Island Restoration (BA 38-1) CWPPRA Project	Non-Compliance Notice Number: _____
Location:	Plaquemines Parish, LA	Subject: _____
CONTRACTOR:	_____	From: _____
Contract Number:	_____	Date: _____

Specification Section:	Paragraph:	Drawing Reference:	Detail:
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Nature of Nonconformance:

Signed by:	Date:	Date Response Needed:
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Proposed Correction (Response):

Amount of Time for Correction:

Attachments

Response From:	To:	Date Rec'd:	Date Ret'd:
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Signed by:	Date:
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Copies: CO A/E _____ _____ _____ File

APPENDIX VII
REQUEST FOR INTERPRETATIONS FORM

REQUEST FOR INTERPRETATION

Project: Pelican Island Restoration (BA 38-1)
CWPPRA Project R.F.I. Number: _____
To: _____ From: _____
_____ Date: _____
Re: _____ Contract Number: _____
_____ Location: Plaquemines Parish, LA

Specification Section:	Paragraph:	Drawing Reference:	Detail:
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Request:

Signed by:

Response:

Attachments

Response From:	To:	Date Rec'd:	Date Ret'd:
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Signed by:	Date:
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Copies: COTR A/E File

APPENDIX VIII

LIST OF CONTRACT DRAWINGS

This document lists the Contract Drawings for the Pelican Island Restoration (BA 38-1) CWPPRA Project. The Contract Drawings are as follows:

DRAWING NO.	SHEET NO.	TITLE
CS	1	COVER SHEET
GN	2	GENERAL NOTES
PP-1	3	PAY PROFILES PLAN VIEW
LO-1	4	OFFSHORE INFRASTRUCTURE PLAN VIEW
PV-1	5	PROJECT PLAN VIEW
PV-2	6	PROJECT PLAN VIEW
PV-3	7	PROJECT PLAN VIEW
BA-1	8	EMPIRE BORROW AREA BATHYMETRY
BA-2	9	EMPIRE BORROW AREA CROSS SECTIONS
BA-3	10	SANDY POINT NW BORROW AREA AND DISPOSAL SITE BATHYMETRY
BA-4	11	SANDY POINT NW BORROW AREA ELEVATION OF SILT/CLAY-SAND INTERFACE CONTOUR MAP
BA-5	12	SANDY POINT NW BORROW AREA AND DISPOSAL SITE BOTTOM ELEVATION OF SAND CONTOUR MAP
BA-6	13	SANDY POINT NW BORROW AREA AND DISPOSAL SITE CROSS SECTIONS
BA-7	14	SANDY POINT SE BORROW AREA AND DISPOSAL SITE BATHYMETRY
BA-8	15	SANDY POINT SE BORROW AREA ELEVATION OF SILT/CLAY-SAND INTERFACE CONTOUR MAP
BA-9	16	SANDY POINT SE BORROW AREA AND DISPOSAL SITE BOTTOM ELEVATION OF SAND CONTOUR MAP
BA-10	17	SANDY POINT SE BORROW AREA AND DISPOSAL SITE CROSS SECTIONS
XS-1	18	BEACH AND MARSH FILL CROSS SECTIONS
XS-2	19	BEACH AND MARSH FILL CROSS SECTIONS
XS-3	20	BEACH AND MARSH FILL CROSS SECTIONS
XS-4	21	BEACH AND MARSH FILL CROSS SECTIONS
XS-5	22	BEACH AND MARSH FILL CROSS SECTIONS
XS-6	23	BEACH AND MARSH FILL CROSS SECTIONS
XS-7	24	BEACH AND MARSH FILL CROSS SECTIONS
XS-8	25	BEACH AND MARSH FILL CROSS SECTIONS
DE-1	26	TYPICAL ACCESS CHANNEL CROSS SECTION, PRIMARY DIKE AND SETTLEMENT PLATE DETAIL
DE-2	27	SAND FENCE DETAIL
OI-1	28	OIL AND GAS INFRASTRUCTURE
OI-2	29	OIL AND GAS INFRASTRUCTURE
OI-3	30	OIL AND GAS INFRASTRUCTURE
JE-1	31	EMPIRE WATERWAY JETTY EXTENSION
JE-2	32	EMPIRE WATERWAY JETTY EXTENSION
JE-3	33	JETTY CROSS SECTIONS