

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. R0001	3. EFFECTIVE DATE 12/30/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY ENGINEER DISTRICT, AK CEPOA-CT (DACA85) PO BOX 6898 ELMENDORF AFB, AK 99506-6898 CHRISTINE DALE (907)753-5618	CODE J4P0000	7. ADMINISTERED BY (If other than Item 6) US ARMY ENGINEER DISTRICT, AK CEPOA-CO-SAO PO BOX 6898 ELMENDORF AFB, ALASKA 99506-6898	CODE DACA85	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. W911KB-04-R-0001	
CODE 089C4 FACILITY CODE		X	9B. DATED (SEE ITEM 11) 12/19/03	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning 0 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)
PROJECT TITLE AND LOCATION: 2004-2005 Maintenance Dredging, Port of Anchorage, Alaska

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
PROPOSAL DUE DATE IS 21 JAN 2004, at 4:00 pm, local time, at US Army Corps of Engineers, 2204 Third St, Elmendorf AFB, Anchorage, Alaska.

NOTICE TO OFFERORS: PLEASE MARK OUTSIDE OF ENVELOPE IN WHICH BID IS SUBMITTED TO SHOW AMENDMENTS RECEIVED. YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE REVERSE SIDE OF STANDARD FORM 1442.

IMPORTANT NOTE: Keep in mind that the base is still under tight security measures, base access to non-DOD personnel is limited or restricted and requires extra time to process through the Boniface Gate.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

SECTION 00800
SPECIAL CONTRACT REQUIREMENTS

W911KB-04-R-0001
2004-2005 MAINTENANCE
DREDGING, PORT OF
ANCHORAGE, ALASKA

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AM#1... ATTACHMENT: ANCHORAGE CLIMATOLOGICAL SUMMARY ...AM#1

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

SCR-1 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) (FAR 52.212-3):

The Contractor shall (a) commence work under this contract within 10 calendar days after the date of receipt by him of Notice to Proceed for the basic requirement, (b) prosecute the work diligently, (c) complete the entire work for Phase I of the basic requirement not later than July 31, 2004, (d) complete the entire work for Phase II of the basic requirement not later than September 15, 2004, (e) complete the entire work for Phase III of the basic requirement not later than November 1, 2004, (f) complete the entire work of any option awarded for Phase I not later than July 31, 2005, (g) complete the entire work of any option awarded for Phase II not later than September 15, 2005, and (h) complete the entire work of any option awarded for Phase III not later than November 1, 2005. The completion date for the basic requirement is based on the assumption that the successful offeror will receive the Notice to Proceed by March 15, 2004. The completion date for the basic requirement will be extended by the number of calendar days after the above date that the Contractor receives the Notice to Proceed, except to the extent that the delay in issuance of the Notice to Proceed results from failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the solicitation. However, the extension shall not apply to any options awarded. Also see Technical Specification Section 01016, SPECIAL ITEMS, paragraph SCHEDULING. The times stated for completion shall include any final cleanup of the premises.

SCR-2 NOT USED**SCR-3 LIQUIDATED DAMAGES-CONSTRUCTION (APR 1984) (FAR52.211-12):**

(a) If the Contractor fails to complete each phase of work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$1615.00 for each day of delay on each phase separately of the basic requirement, and the sum of \$1615.00 for each day of delay on each phase separately of any option(s) awarded.

(b) If the Government terminates the Contractor's right to proceed, the liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess of repurchase under the Termination Clause.

SCR-4 NOT USED**SCR-5 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS:**

(a) The Government will provide the Contractor, without charge, 1 Electronic copy and 1 hard copy of contract drawings and specifications; except publications incorporated into the technical provisions by reference.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

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

- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general --

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

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

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

Drawing No.	Sheet No.	Title	Rev. No.	Date
NONE	1 of 1	COVER SHEET	NONE	
"	1 of 5	DETAIL AND SITE PLAN	"	"
"	2 of 5	"	"	"
"	3 of 5	"	"	"
"	4 of 5	"	"	"
"	5 of 5	"	"	"
"	1 of 2	EXHIBIT	"	"
"	2 of 2	EXHIBIT	"	"

SCR-6 THRU SCR-9 NOT USED

SCR-10 PHYSICAL DATA (Apr 1984):

Information and data furnished or referred to below are furnished for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Physical Conditions. The indication of physical conditions on the drawings or in the specifications are the result of site investigation and surveys.

(b) Weather Conditions. Weather conditions for Anchorage are available at the National Oceanic and Atmospheric Administration Office in Anchorage,

Alaska. Each bidder should satisfy himself before submitting his bid as to hazards likely to arise from weather conditions.

(c) Transportation Facilities.

(1) Water. Anchorage is a port of call for scheduled and unscheduled commercial and military deep and shallow draft vessels in the Alaska trade.

(2) Air. Scheduled and charter commercial airline service is available from airports at Anchorage.

(3) Land. Anchorage is connected to the primary and secondary state highway system and is accessible from the lower 48 states via the Alaska Highway.

(4) Railroad. The Alaska Railroad offers freight service from the 48 contiguous states and Canada via rail barge and trainship through Whittier, and from Seward, to Anchorage and Fairbanks. In addition to the freight service, scheduled passenger service and express service between Anchorage and Fairbanks, and passenger service between Anchorage and Whittier are also available. Fairbanks (including Eielson Air Force Base and Fort Wainwright) is the northern terminus, and Seward and Whittier are the southern terminals of the Alaska Railroad.

(d) Communication. Long distance communication service to and from all areas is available through the local commercial communications system. The Contractor shall make all arrangements for required communication service directly with the local communications office serving the area. The Contracting Officer does not guarantee the adequacy or efficiency of the service or the number of telephones that can be assigned to the Contractor.

(e) Weather Data. A CLIMATOLOGICAL SUMMARY for Anchorage is attached at the end of this section.

SCR-11 AND SCR-12 NOT USED

SCR-13 INSURANCE - WORK ON A GOVERNMENT INSTALLATION:

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract the following minimum kinds and amounts of insurance:

(1) Workmen's Compensation and Employers' Liability Insurance: \$100,000.00.

(2) General Liability Insurance: A Bodily Injury, Comprehensive policy which provides \$500,000.00 per occurrence.

(3) Automobile Liability Insurance: A comprehensive policy which provides \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage, covering the operation of his automobiles used in connection with the performance of the contract.

(4) Aircraft Public and Passenger Liability Insurance: Where aircraft are used in connection with the performance of the contract; \$200,000.00 per person, \$500,000.00 per occurrence for bodily injury, other than passenger liability, and \$200,000.00 per occurrence for property damage;

\$200,000.00 per person for passenger liability bodily injury aggregate equal to the total number of seats or number of passengers, whichever is greater.

(5) Vessel Collision Liability and Protection and Indemnity Liability insurance: Where vessels are used in connection with the performance of the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required above. The Contractor shall maintain a copy of all subcontractor's proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

SCR-14 SPECIAL SAFETY REQUIREMENTS:

In addition to Safety and Health Requirements Manual, EM 385-1-1, the Contractor shall comply with the requirements listed below. Paragraph numbers are from EM 385-1-1 and are supplemented as follows:

(a) Not used.

(b) Page 263, add new paragraphs 16.C.20 and 16.C.21 which will read:

16.C.20. During personnel handling operations load and boom hoist drum brakes, swing brakes, and locking devices such as pawls or dogs shall be engaged when the occupied platform is in a stationary working position.

16.C.21. During personnel handling operations the load hoist drum shall have a system or device on the power train other than the load hoist brake, which regulates the lowering rate of speed of the hoist mechanism (controlled load lowering). Free fall is prohibited.

(c) Use of Type III or Type V Manual and Manual-Auto Inflatable Personal Flotation Devices (PFD's) is not allowed.

(d) All floating plant with a grounded electrical system shall have GFCI protection on all outlets.

SCR-15 NOT USED

SCR-16 LAYOUT OF WORK:

(a) The Government has established both vertical and horizontal control monuments at the site of the work, as indicated on the contract drawings.

(b) From these control monuments the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such

modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

(c) The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work including the base lines and tide gages. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed, by the Contractor or through his negligence prior to their authorized removal they may be replaced by the Contracting Officer, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established at the site by the Contractor are not reasonably adequate to permit checking of the work.

SCR-17 QUANTITY SURVEYS:

Refer to Technical Specification Section 01016, SPECIAL ITEMS.

SCR-18 THRU SCR-23 NOT USED

SCR-24 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 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 pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, anchor bouys, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-inland (COMDTINST M16672.2) of 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

SCR-25 COMMUNICATION SECURITY:

All communications with DOD organizations are subject to COMSEC review. Contractor personnel shall be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to or receive a call from Alaska District offices, Area Engineer offices, or Resident Engineer offices located on military installations, they are subject to COMSEC procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information.

SCR-26 THRU SCR-37 NOT USED

SCR-38 YEAR 2000 COMPLIANCE (OCT 1997) (FAR 39.106):

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if

applicable), all information technology contained therein shall be Year 2000 compliant. Specifically, the Contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

SCR-39 THRU SCR-44 NOT USED

SCR-45 SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, U.S. ARMY CORPS OF ENGINEERS:

EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health).

The Contractor shall be responsible for complying with the current edition and all changes posted on the web (see web address above) as of the effective date of this solicitation.

SCR-46 THRU SCR-99 NOT USED

SCR-100 CONTINUING CONTRACTS:

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

(b) The sum of \$120,000.00 has been initially reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-Federal project sponsors, will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

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

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

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

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

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

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

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

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

SCR-101 DAMAGE TO WORK:

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

the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

SCR-102 AND SCR-103 NOT USED

SCR-104 CONTINUITY OF WORK:

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

SCR-105 THRU SCR-112 NOT USED

SCR-113 ENVIRONMENTAL LITIGATION:

(a) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work, clause of this contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(b) The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

SCR-114 CERF IMPLEMENTATION:

For work specified in this contract that is performed by hopper dredge(s), the owner must have an active Basic Order Agreement (BOA) for the hopper dredge(s) on file with the Corps. The Contractor shall be obligated to make the hopper dredge(s) available to serve in the Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is(are) performing work under this contract. If the Contracting Officer is notified of a decision to activate this(these) dredge(s) into the CERF, he shall take appropriate action to release the dredge(s). He may then extend or terminate the contract to implement whichever action is in the best interest of the Government. The CERF Contractor shall also be subject to the following conditions:

(a) The Director of Civil Works may require that the Contractor perform emergency dredging at a CONUS (48 contiguous states) site for a period of time equal to the remaining time under this contract at the date of notification plus up to ninety (90) days at the previously negotiated rate which appears on the schedule of prices in the Basic Ordering Agreement (BOA).

(b) The Chief of Engineers may require that the Contractor perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site for a period of time equal to the remaining time under this contract at the date of notification plus up to one hundred eighty (180) days at the previously negotiated rate which appears on the schedule of prices in the BOA.

(c) The CERF shall be activated by the Chief of Engineers or the Director of Civil Works; then the Ordering Contracting Officer will notify the Contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two (72) hours for CONUS or ten (10) days for OCONUS assignments.

(d) A confirming delivery order will be issued pursuant to the BOA by the Ordering Contracting Officer. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredge(s).

(e) If during the time period specified in a, b, or c above, (a) CERF vessel(s) is (are) still required, the contract performance may be continued for additional time by mutual agreement.

AM#1... ATTACHMENT: ANCHORAGE CLIMATOLOGICAL SUMMARY ...AM#1

--End of Special Contract Requirements--

(Period of record exceeds 25 years)
 CLIMATOLOGICAL SUMMARY
 ANCHORAGE INTERNATIONAL AIRPORT

MEANS AND EXTREMES FOR PERIOD OF RECORD

Temperature	Mean Annual	35° F	
	Highest Recorded	86° F June 1953	
	Lowest Recorded	-38° Feb 1947	
	Maximum Freezing Index	3278° Days 1955-56	
	Maximum Thawing Index	3836° Days 1957	
Precipitation	Mean Annual	14.74"	
	Mean Annual Snowfall	70.6"	
	Maximum Monthly	5.43" Sep 1961	
	Maximum Monthly Mean	2.50" September	
	Maximum Rainfall During 24 hr Period	2.06" Jul 1956	
	Maximum Snowfall During 24 hr Period	17.7" Dec 1955	
	Maximum Monthly Snowfall	48.5" Feb 1955	
Wind	Mean Hourly Speed	6.7 mph	
	Prevailing Direction	N	
	Maximum Velocity	66 mph	
	Direction Maximum Velocity	NNE Nov 1950	
Annual Mean Number of Days	Sunrise to Sunset	Clear	64
		Partly Cloudy	65
		Cloudy	236
	Precipitation 0.01 inch or more		115
	Snow, Sleet, or Hail 1.0 inch or more		22
	Heavy Fog		26
	Thunderstorms		1
	Max Temp	IV 70°	15
		III 32°	113
	Min Temp	III 32°	188
II Zero		37	

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01016

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-- End of Section Table of Contents --

SECTION 01016

SPECIAL ITEMS

PART 1 GENERAL

1.1 SCOPE

Items included in this section cover special features and/or requirements which are not specified or indicated elsewhere.

1.2 CAMP FACILITIES

There are no Government owned buildings or camp facilities at the site of the work for the Contractor's use.

1.3 UTILITIES

The furnishing of water, electricity, and other utilities for work under this contract will be the Contractor's responsibility.

1.4 INSPECTION

1.4.1 General Requirements

The Contractor shall install and maintain any required gauges, ranges, location marks and limit marks, in proper order and position. The presence of the Contracting Officer's representative shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with the specifications.

1.4.2 Contractor Furnished Equipment, Labor and Materials

The Contractor shall furnish, upon request of the Contracting Officer's representative and as required by the Government for inspection of the work, use of such boats, boatmen, laborers, and materials forming a part of the ordinary and usual equipment and crew of the dredging plant. The Contractor shall also furnish 2 VHF handheld radios and/or 2 cellular telephones, as determined by the Contracting Officer, with a local Anchorage number subscribed to a local Anchorage system.

1.4.3 Contractor Furnished Transportation

The Contractor shall furnish, upon request of the Contracting Officer's representative, suitable transportation from all points on shore designated by the representative to and from the various pieces of plant, and to and from the disposal area.

1.4.4 Noncompliance

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

1.5 EXAMINATION AND ACCEPTANCE

1.5.1 Examination

As soon as practicable after completion of each phase of dredging, such work shall be thoroughly examined as specified in paragraph SURVEYS herein. Should any shoals, lumps, or other lack of depth 1 foot or more above Project Depth be disclosed by this examination, the Contractor will be required to remove same.

1.5.2 Acceptance

Acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error. The acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

1.6 GOVERNMENT FIELD OFFICE

The Contractor shall provide the Contracting Officer's Representative with access to an office, with a desk, copier; access to a toilet; and an area to observe the project operations while protected from the weather; to the satisfaction of the Contracting Officer. All costs shall be borne by the Contractor and included in the contract price.

1.7 PARTNERING

a. The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance, intended to achieve completion within budget, on schedule, and in accordance with plans and specifications.

b. This partnership will be bilateral in makeup, and participation will be totally voluntary. Any costs associated with effectuating this partnership will be agreed to by both parties and will be shared equally. To implement this partnership initiative, it is anticipated that within 30 days after Notice to Proceed the Contractor's on-site Project Manager and the Government's on-site representative will attend a partnership development seminar followed by a team-building workshop to be attended by the Contractor's key on-site staff and Government's personnel. Follow-up workshops will be held periodically throughout the duration of the contract, as agreed to by the Contractor and the Government.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 COORDINATION WITH OTHERS

3.1.1 Traffic

Dredging may be interrupted by vessels maneuvering or moored anywhere within the dredging limits. The Contractor shall keep advised of vessel arrivals and departures and conduct operations so that interference with vessels will

not occur. The Contractor's operations shall allow access to and from the Port at all times. All dredging activities, with special emphasis placed upon those dredging activities near the face of the Port and P.O.L. terminal docks, shall be coordinated with the Port of Anchorage Operations Manager at (907) 343-6200. The Contractor shall also coordinate with the Port of Anchorage Operations Manager in the unlikely event that it becomes necessary to have vessels moved out of the way of dredging operations. Pursuant to Contract Clause OTHER CONTRACTS (FAR 52.236-008) of this contract, the Contractor may be required to work in close proximity to another contractor and share the same disposal site. In the event that multiple contractors are required to work within the project limits, work areas for each contractor will be coordinated with the Contracting Officer's Representative and the Port of Anchorage Operations Manager at the required weekly coordination meetings.

3.2 SURVEYS

Surveys shall be performed as follows, through the use of an independent, certified hydrographic surveyor, for the basic requirement and option year 2005 (if awarded). Pre-dredge, intermediate, and post-dredge surveys shall, as a minimum, include the entire area within the **Survey Limits** as shown on the drawings. In addition, actual area(s) dredged between successive surveys shall be shown on each successive survey to include clamshell and hopper dredges, as appropriate. Special care must be exercised to ensure that dredged areas between successive surveys are accurately reflected on the plan view survey drawings since these dredged areas will be used for computations of any dredging below the Maximum Pay Line or outside the authorized dredging prism for payment purposes. All surveys shall be made as close as practical along the face of the Port and P.O.L. 2. In addition, all pre-dredge, post-dredge, and Wednesday Intermediate surveys shall include lead-line soundings off the face of the Port and P.O.L. 2 on 50-foot stations. All surveys shall be coordinated with the Contracting Officer's Representative and any other hydrographic survey vessels operating within the Survey Limits.

3.2.1 Pre-Dredge Surveys

Phase I: A pre-dredge survey of the entire area, as described in paragraph SURVEYS and shown on the contract drawings, shall be performed prior to the start of any PHASE I dredging. The Contractor shall notify the Contracting Officer in writing of its intent to perform a phase I pre-dredge survey at least 10 days in advance. The Contractor shall complete the pre-dredge survey within 5 days prior to the start of any Phase I dredging.

Phases II and III: A pre-dredge survey of the entire area, as described in paragraph SURVEYS and shown on the contract drawings, shall be performed prior to the start of any Phase II or Phase III dredging. Intermediate survey(s) may be re-scheduled, as needed, from the specified Monday/Wednesday/Friday sequence to most accurately reflect startup conditions for Phase II and Phase III dredging. The Contractor shall complete the pre-dredge survey(s) within 1 day prior to the start of any Phase II or Phase III dredging. If agreed to by both parties, the post-dredge surveys for completion of Phase I and Phase II dredging may also be utilized as the pre-dredge surveys for Phase II and Phase III dredging, respectively.

3.2.2 Intermediate Surveys

Except as noted under paragraphs PRE-DREDGE SURVEYS and POST-DREDGE SURVEYS, Intermediate surveys shall be performed every Monday, Wednesday, and Friday from 1 August 2004 through 29 October 2004, inclusive, for Basic Item 0007 (2004), and 1 August 2005 through 28 October 2005, inclusive, for Optional Item 0014 (2005), if awarded.

3.2.3 Post-Dredge Surveys

Post-dredge survey(s) of the entire area, as described in paragraph SURVEYS above and shown on the contract drawings, shall be performed within 1 day following completion of final dredging of Basic Items 0003 (Phase I), 0004 (Phase II), 0005 (Phase II), 0006 (Phase III), and Optional Items (if awarded) 0010 (Phase I), 0011 (Phase II), and 0012 (Phase II), and 0013 (Phase III), to verify final dredging results for each phase. Intermediate survey(s) may be re-scheduled, as needed, from the specified Monday/Wednesday/Friday sequence to accurately reflect final dredging conditions for Phase I dredging. The Contractor shall notify the Contracting Officer in writing of its intent to perform any post-dredge survey at least 3 days in advance. If agreed to by both parties, the pre-dredge survey(s) for startup of Phases II and III dredging may also be utilized as the post-dredge survey(s) for Phases I and II dredging. However, if the results of any post-dredge survey indicate that the specified project depth has not been achieved for any part of the project, dredging shall resume until the condition has been corrected and the post-dredge survey shall be repeated at no additional cost to the Government. This process shall continue until the specified project depth has been achieved.

3.2.4 Equipment

The Contractor shall provide information to the Contracting Officer on electronic, horizontal positioning and recording/depth finding equipment to be used in the work, demonstrating that it will provide surveys meeting all requirements of EM 1110-2-1003 for Class 1 surveys. The information provided shall include, as a minimum, the name, model and year of manufacture of the equipment, the electronic frequencies of the horizontal positioning and depth finding equipment, and the manufacturer's stated positioning accuracy and capability. In addition, the Contractor shall provide proof that the vessel to be used is safe and suitable for operation in the waters in which the work is to be performed, and that experienced staff will be used for operation of the vessel as well as the positioning and recording/depth finding equipment.

3.2.5 Quantity Computations and Cross-Section Drawings

Quantity computations shall be performed for all surveys. Quantity computations for pre-dredge survey(s) shall show quantities available to project depth, required over-depth, and maximum pay-line for each area, calculated using the average-end-area method and given in cubic yards. Quantity computations over the entire project area, comparing successive hydrographic surveys, shall show dredge/scour and fill (shoal) quantities to project depth, required over-depth, and maximum pay-line and any dredging below the maximum pay-line or outside the dredging prism, for each area, calculated using the average-end-area method and given in cubic yards.

Additional quantity computations, comparing successive hydrographic surveys, shall show dredged quantities only to project depth, required over-depth, and maximum pay-line, plus any dredging below the maximum pay-line or outside the dredging prism, only for area(s) dredged since the previous survey, calculated using the average-end-area method and given in cubic yards. The independent hydrographic surveyor shall furnish cross-sections for each 25-foot baseline station increment across the Survey Limits as shown on the contract drawings. For each station within the Projects Limits, side slope(s), Project Depth, Required Over-depth, and Maximum Pay-line shall be shown on the cross-sections. Paper plots of cross-sections shall be computer generated by the independent hydrographic surveyor and plotted at scales of 1 inch equals 20 feet vertical and 1 inch equals 50 feet horizontal. Cross-sections shall also be submitted as drawing files on CD-ROM disk(s), in .DWF and .DWG formats, and capable of reproducing the complete plotted cross-section drawings. Preliminary quantity and cross-section materials shall be furnished to the Contracting Officer within 4 days after completion of any survey. Final quantity and cross-section materials shall be furnished to the Contracting Officer within 10 days after completion of any survey.

3.2.6 Plan-View Drawings

3.2.6.1 Government-Furnished

The Contracting Officer will provide the Contractor with a CD-ROM disk(s) containing data in .DWF and .DWG formats capable of producing a basic survey contract drawing, complete with area map, borders, title block, and miscellaneous information.

3.2.6.2 Contractor Submittals

3.2.6.2.1 Surveys

The Contractor shall provide CD(s) of all raw survey data to the Contracting Officer's Representative in the field immediately following any survey. Also following each survey, the Contractor shall reduce the survey depth soundings for all surveys to the nearest one-tenth (0.1) foot and plot them onto plan-view mylars computer-generated by the independent hydrographic surveyor from the CD(s) provided. Soundings shall be recorded and plotted at 25-foot intervals along 25-foot baseline station lines across the entire Survey Limits as shown on the contract drawings. Intermediate soundings shall be recorded and plotted where topographic anomalies or obstacles of 2 feet or greater are encountered. All pertinent title block information shall be printed within the block. Dredged areas shall be shown as required under SURVEYS above. Proposed title block information shall be submitted to the Contracting Officer in advance for approval. Any information found in error on the Government-furnished drawings provided in paragraph Government-Furnished above, such as vicinity maps, notes, shorelines, floats, docks, navigational aids, control coordinates, etc., shall be eradicated and replaced with accurate data as it becomes known. Each drawing shall contain all pertinent data ink-plotted by machine legibly and accurately at above spacing. Final survey drawings shall be signed, dated and stamped by the independent hydrographic surveyor, complete and ready for Government review and signatures. Survey drawings shall also be submitted on CD(s) as specified above, capable of reproducing the complete plotted survey drawings. Preliminary drawings and CD(s) including point files shall be submitted within 4 days after completion of any survey. Final drawings and

CD(s), including point files, shall be submitted within 10 days after completion of any survey.

3.2.6.2.2 Dredging

The Contractor shall provide a completed ENG Form 27A - Daily Report of Operations - Hopper Dredges, to the Contracting Officer for each day of hopper dredging. A blank ENG Form 27A is attached at the end of this section.

3.2.7 Field Notes

Upon completing any survey, quantity calculations, or plan-view drawings, the Contractor shall furnish the originals of all field notes, notebooks, fathometer data, sorted and corrected electronic point files, and any other records relating to the survey or to the layout of the work to the Contracting Officer. The Contractor shall retain copies of all such materials furnished to the Contracting Officer.

3.2.8 Existing Monuments

As part of the pre-dredge survey, the position, elevation, and condition of existing control points mentioned or shown on the drawings shall be verified.

If, during the performance of the work, the Contractor removes or destroys previously set brass or aluminum survey caps, the survey caps, shall be reinstated by the Contractor at its expense.

3.2.9 Accuracy

All surveys for layout, quantities and final As-Built conditions shall conform to standard third order traverse requirements as specified in Field Manual FM 5-232, Ch. 1. The following accuracies shall be attained:

- a. Azimuth closure shall not exceed 5 seconds per angle in traverse.
- b. Distance closure error, after azimuth adjustment, shall not exceed 1 part in 5,000 parts.
- c. Traverse adjustment shall be by the Compass Rule.
- d. Levels shall be to third order standards.
- e. Vertical control shall be in feet and refer to Mean Lower Low Water Datum (MLLW = 0.0 feet).
- f. Horizontal control shall be as stated on the individual contract drawings.

3.2.10 Certification

The independent hydrographic surveyor shall be a State of Alaska Registered Land Surveyor (RLS) or have current hydrographic certification from the American Congress for Surveying and Mapping (ACSM), valid in the State of Alaska. The surveyor shall document at least 3 years of experience in hydrographic surveying of navigable channels.

3.3 EQUIPMENT

The Contractor agrees to keep equipment on the job sufficient to meet the requirements of the work. The equipment shall be in satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the specifications and shall be subject to inspection by the Contracting Officer or his representative at all times. The equipment used shall be of a design and have characteristics similar to equipment which has been used successfully for a minimum of 3 years under similar conditions. Any clamshell bucket shall be at least 14 cubic yard capacity and a minimum weight of 50,000 pounds. It shall be the responsibility of the Contractor to prove the equipment has sufficient capacity to accomplish the work in a timely manner without damage to existing port facilities, or obstructing navigation. Prior to the start of any dredging, certifications showing the most recent load and performance test results, recent certification of inspection, and inspector's name, qualifications, and address shall be provided to the Contracting Officer for all cranes/derricks.

3.4 MOBILIZATION AND PROGRESS SCHEDULE

The Contractor shall furnish a complete mobilization and projected work progress schedule within 10 days of Notice to Proceed. The equipment listed, manpower to be utilized and proposed work schedule shall be furnished in sufficient detail to permit determination by the Contracting Officer that the contract requirements can readily be met.

3.5 EQUIPMENT SCHEDULE

The PLANT AND EQUIPMENT SCHEDULE attached to this section shall be completed by the Contractor as hereafter described, and submitted within 10 days of receipt of the Notice to Proceed.

3.5.1 Number

For equipment, give identifying number or name.

3.5.2 Type

Under this heading give general description. Sufficient detailed information shall be furnished to properly delineate the proposed equipment and operation.

3.5.3 Capacity

Under this heading, state the estimated capacity of the plant in cubic yards per day when working materials similar to those anticipated in the work, for each location, accounting for the variable distances to disposal sites. No reduction in the stated capacity of the plant employed on the work shall be made except by written permission of the Contracting Officer. (The measure of the "capacity of the plant" shall be its actual performance on the work which these specifications apply).

3.6 HISTORICAL QUANTITIES DREDGED

The following listed **AM#1** pay **AM#1** quantities are those recorded for fiscal years 1999 through 2003:

<u>Year</u>	<u>Quantity</u>
1999	1,037.163 cy *
2000	913,181 cy
2001	426,430 cy AM#1... * ...AM#1
2002	749,454 cy
2003	AM#1... 1,000,000 844,968 ...AM#1 cy **

* Includes AM#1... 565,000 563,604 ...AM#1 cy removed as emergency dredging by the Portland District's hopper dredge *ESSAYONS* AM#1... (Completed ENG Form 27A attached) ...AM#1.

** Includes 300,000 cy removed as emergency dredging by Manson Construction Co., Inc.'s hopper dredge *WESTPORT* AM#1... (Completed ENG Form 27A attached) ...AM#1.

AM#1... In addition to the above historical pay quantities, a completed ENG Form 27A for fiscal year 2004 emergency dredging by Great Lakes Dredge & Dock's hopper dredge *SUGAR ISLAND* is attached. ...AM#1

3.7 SCHEDULING

Phase I dredging shall begin no earlier than May 1, 2004, but not later than May 15, 2004 for Base Item 0003, and no earlier than May 1, 2005, but not later than May 15, 2005 for Optional Item 0010 (if awarded). Phase I is defined as dredging work required to accomplish, as a minimum, Required Over-depth for Areas 'A', 'C', and 'E', and -36 feet MLLW for Areas 'D' as shown on the contract drawings. Phase I dredging will be accepted as substantially completed at the end of Phase I if an Intermediate Survey indicates that the entire Phase I project area has been dredged and maintained at the minimum depths specified above. Phase II dredging shall commence not later than August 1, 2004 for Base Items 0004 and 0005, and not later than August 1, 2005 for Optional Items 0011 (if awarded), and 0012 (if awarded). Phase II is defined as dredging work required to accomplish, as a minimum, Required Over-depth for Areas 'A', 'B', 'C', 'D', and 'E' within the project area as shown on the contract drawings. Phase II dredging will be accepted as substantially completed at the end of Phase II if an Intermediate Survey indicates that the entire Phase II project area has been dredged and maintained at the minimum depths specified above. Phase III dredging shall commence not later than September 16, 2004 for Base Item 0006, and not later than September 16, 2005 for Optional Item 0013 (if awarded). Phase III is defined as dredging work required to accomplish, as a minimum, Required Over-depth for Areas 'A', 'B', 'C', 'D', and 'E' within the project area as shown on the contract drawings. Phase III dredging will be accepted as substantially completed at the end of Phase III if an Intermediate Survey indicates that the entire Phase III project area has been dredged and maintained at the minimum depths specified above. Failure to perform any, or all, of these Phases may result in Liquidated Damages being assessed pursuant to Special Contract Requirement SCR-3 - LIQUIDATED DAMAGES. For clamshell dredging, Areas 'A' and 'C' are the highest priority for all phases, followed by Area 'D', then 'E'. Periods of standby are to be expected during all phases of dredging. Re-dredging during each phase shall commence immediately for any areas that are one foot or more above Required Over-depth for any portion of Areas 'A' or 'C' as shown on the contract drawings, or two feet or more above Required Over-depth for Areas 'B', 'D', or 'E' as shown on the contract drawings. In general, Phase II

dredging of Area 'B' shall be accomplished from seaward and progress toward Area 'D' so as to prevent a ridge of shoal material from forming parallel to the Port. Historically, shoaling of 3,000 to 19,000 cubic yards per day occurs within the project area.

3.8 PLANT AND EQUIPMENT SCHEDULE
Minimum Plant To Be Used *

<u>No.</u>	<u>Type</u>	<u>Capacity</u>	<u>Crew Requirements</u>	<u>Age and Condition</u>	<u>Location</u>
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*NOTE: In preparing the above tabulation, the Contractor shall insert the following information under the appropriate heading, using a separate line for each major item and additional pages if necessary.

a. Number. For dredges, towboats, and material scows give identifying number or name.

b. Type. Under this heading give description as follows: For clamshell dredges, show bucket capacity in cubic yards, horsepower of hoist engine, type of power, number of swings per hour, and maximum draft, beam, and length of dredge. Show pump size and pump and cutter-head horsepower (hp) for pipeline dredges. For hopper dredges, show number of drag arms including diameter(s) and length(s), hopper capacity, pump size(s) and horsepower, maximum draft, length, beam, and type and horsepower of propulsion. Show maximum draft, length, beam, and hopper capacity of material scows. Show maximum draft, length, beam, and horsepower of towboat. Indicate number of crew required for each item of plant.

AM#1...

3.9 ATTACHMENTS

Blank ENG Form 27A - Daily Report of Operations - Hopper Dredges

Completed ENG Form 27A for the Corps' hopper dredge *ESSAYONS*

Completed ENG Form 27A for Manson Construction Co., Inc.'s hopper dredge *WESTPORT*

Completed ENG Form 27A for Great Lakes Dredge & Dock's hopper dredge *SUGAR ISLAND ...AM#1*

-- End of Section --

DAILY REPORT OF OPERATIONS - HOPPER DREDGES					REPORTS CONTROL SYMBOL ENG-CWO-13		
DISTRICT					DREDGE		
EXACT LOCATION OF WORK				<input type="checkbox"/> NEW WORK <input type="checkbox"/> MAINTAINANCE <input type="checkbox"/> BEACH FILL/REHAND	DATE		
					NUMBER OF PERSONS IN CREW		
Length of Cut	CHARACTER OF MATERIAL			HOPPER CAPACITY		CU. YDS	
Width of Cut	AVG INSITU DENSITY	kg/L		AV. VOL. BIN WATER		CU. YDS	
RT to dump	DENSITY OF WATER	kg/L		AV. UNFILLED CAP.		CU. YDS	
NAVIGATION AND OTHER DREDGING AIDS (Describe and include statement on adequacy and recommendations)							
WORK PERFORMED				DRAFT FOR LOAD NO. (for one load only)			
DREDGING AND HAULING				AGITATING	LIGHT	LOADED	
# OF LOADS	TOT. CU. YDS	DISPOSAL AREA		TOT. CYD.	FORWARD		
					AFT		
					DRAG DEPTH		
					INDICATORS LAST CHECKED ON		
					GAS EJECTORS USED 0 % OF PUMPING TIME		
DISTRIBUTION OF TIME AND MILES RUN							
EFFECTIVE WORKING TIME				AGITATING	DREDGING & HAULING		KILOMETERS RUN
					MINUTES	HOURS	
PUMPING							
TURNING							
TRAVELING (TO CUT / TO DUMP)							
DUMPING							
TOTALS							
NON-EFFECTIVE WORKING TIME							
TAKING ON FUEL AND SUPPLIES							
TO AND FROM WHARF OR ANCHORAGE							
LOSS DUE NATURAL ELEMENTS							
LOSS DUE TRAFFIC AND BRIDGES							
MINOR OPERATING REPAIRS							
TRANSFERRING BETWEEN WORKS							
LAY TIME							
FIRE AND BOAT DRILLS							
MISCELLANEOUS							
TOTALS							
LOST TIME							
MAJOR REPAIRS AND ALTERATIONS							
CESSATION							
COLLISIONS							
TOTAL LOST TIME					0		
TOTAL TIME IN PERIOD					0		
AVERAGE SPEED OF DREDGE				MINUTES RADAR IN USE	CONTINUOUSLY		
LOADING			FEET/MINUTE	TIDE DATA FROM			
AGITATING		TODAY	TO DATE	WEATHER			
GALS. OF FUEL OIL CONSUMED				NUMBER OF INSPECTIONS BY SUPERVISORY PERSONNEL			
GALS. OF WATER CONSUMED				FIELD	OFFICE		
REMARKS							
LOCATION IN CHANNEL:							
CONTR. REP.				PROJ. INSP.			
ENG. FORM 27A				DATE:		Printed 12/18/2003 2:40 PM	

REPORT OF OPERATIONS - HOPPER DREDGES

TO: COMMANDER/DIRECTOR CECW-OD	DISTRICT Alaska	DREDGE ESSAYONS
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EXACT LOCATION OF WORK Anchorage Harbor, Alaska	<input checked="" type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input checked="" type="checkbox"/> CONSOLIDATED <input type="checkbox"/> MONTHLY	PERIOD FY2000 Nov 10 to Dec 10, 1999
--	--	--

AV. LENGTH OF CUT 2,737 feet (834.2 meters)	CHARACTER OF MATERIAL
AV. WIDTH OF CUT	IN PLACE DENSITY
AV. DIST TO DUMP 0.3 miles (0.48 kilometers)	GRAIN SIZE:
HOPPER CAPACITY 6,000 cubic yards (4,590 cubic meters)	AV. UNFILLED CAPACITY

NAVIGATION AND OTHER AIDS, INCLUDING STATEMENT AS TO ADEQUACY
AVERAGE CUBIC YARDS (CUBIC METERS) PER PUMPING MINUTE = 58 y3 (44.8 m3)
AVERAGE SPEED OF VESSEL PUMPING MINUTE = 157 ft (47.8 m)
AVERAGE LENGTH OF LOADS = 5,817 ft (1,773 m)
AVERAGE EFFECTIVE CYCLE TIME = 66 minutes

WORK PERFORMED			DISTRIBUTION OF TIME		
CUBIC YARDS	THIS PERIOD		EFFECTIVE WORKING TIME (Chargeable to Cost Of Work)	HOURS	MINUTES
A. HAULED	321,254 y3 (245,759.3 m3)		DREDGING AND HAULING		
B. AGITATED	242,350 y3 (185,397.7 m3)		PUMPING	162	46
C. PAY PLACE (Credited)	563,604 y3 (431,157 m3)		TURNING	36	8
D. EXCESS			TO AND FROM DUMP	78	21
E. NATURAL SHOALING OR SCOURING			DUMPING	10	1
F. TOTAL (C&E)	563,604 y3 (431,157 m3)		TOTAL	287	16
# OF LOADS HAULED	263		AGITATION		
AV. LOAD	2,143 y3 (1,639.4 m3)	cu. yds.	PUMPING AND TURNING		
AV. PUMPING TIME	37 min	AV. ECONOMIC PUMPING TIME	TOTAL EFFECTIVE WORKING TIME	287	16

ATTENDANT PLANT			DREDGED MATERIALS PLACEMENT SITE: Flow Lane		
NAME OF PLANT	TYPE	HOURS	PERCENTAGE OF RENTAL TIME		
			47%		
			NONEFFECTIVE WORKING TIME (Chargeable to Cost of Work)		
			TAKING ON FUEL AND SUPPLIES	23	26
			TO AND FROM WHARF OR ANCHORAGE		
			LOSS DUE TO OPPOSING NATURAL ELEMEN	16	54
			LOSS DUE TO TRAFFIC AND BRIDGES	7	26
			MINOR OPERATING REPAIRS	20	29
			TRANSFERRING BETWEEN WORKS	259	25
			LAUNCH		56
			FIRE AND BOAT DRILLS		
			MISCELLANEOUS	1	2
			TOTAL NONEFFECTIVE WORKING TIME	329	38

OPERATING SUPPLIES				PERCENTAGE OF RENTAL TIME	
COMMODITIES	CONSUMED		INVENTORY		TOTAL RENTAL TIME
	UNIT	QUANTITY	QUANTITY	VALUE	
FUEL (Oil)	BBLS.			\$	53%
LUBRICANTS (Oil)	GALS.				TOTAL RENTAL TIME
LUBRICANTS (Grease)	LBS.				616
WATER	GALS.				86%
					PERCENTAGE OF TOTAL TIME
					86%
					LOST TIME (Not Chargeable to Cost of Work)
					MAJOR REPAIRS AND ALTERATIONS
					47
					1
					CESSATION
					50
					18
					STANDBY
					TOTAL LOST TIME
					97
					19
					PERCENTAGE OF TOTAL TIME
					14%
					TOTAL TIME IN PERIOD
					714
					13

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

COST DATA

ITEMS

COST

PAYROLLS (gross)	\$	
LESS SUBSISTENCE AND QUARTERS		\$
SUBSISTENCE		
FUEL	BBLs. AT \$	
WATER		
LUBRICANTS		
PLANT RENTAL		
INSURANCE		
ATTENDANT PLANT		
MISCELLANEOUS		
TOTAL PLANT OPERATING COST	25.70 days	\$1,850,400
\$3.2832 per cy	HAULED \$	
	AGITATED	
SURVEYS	\$	
INSPECTION AND SUPERVISION		
OVERHEAD		
OTHER INDIRECT COSTS		
	SUBTOTAL	
TOTAL COST		

TOTAL COST PER CUBIC YARD:	+SHOALING	TOTAL COST TO			
CREDITED	CREDIT	-SCOURING	REMOVE EXCESS	FORMULA:	
JOB EST	\$	\$	\$	EXCESS YARDAGE	
THIS PERIOD	\$	\$	\$	EXCESS + CREDIT	+ SHOALING
JOB TO DATE	\$	\$	\$		-SCOURING
OPERATING COST PER MINUTE AT WORK			\$		X TOTAL COST
<i>(Based on effective plus noneffective time)</i>					

DATA FROM PLANT COST AND RENTAL LEDGERS

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

CHIEF BUDGET AND ACCOUNTS BRANCH

REMARKS
 ESSAYONS at Anchorage Harbor, Alaska Mob & Demob = 10.81 days
 Daily Rates \$72,000 X 25.70 days = \$ 1,850,400 Dredging = 14.89 days

SUBMITTED BY <i>Andrew W. Brewer</i>	RECOMMENDED	APPROVED <i>E. Allen Churchill</i>
TITLE ANDREW W. BREWER Hydro Surveys	TITLE KIM B. KUK Operations Manager	TITLE E. ALLEN CHURCHILL Ch, Operations Branch CORPS OF ENGINEERS

DAILY REPORT OF OPERATIONS - HOPPER DREDGES

REPORTS CONTROL SYMBOL
ENG CW-0-13 REPORT: 32

DISTRICT U.S. ARMY COE, ALASKA DISTRICT
CONTRACT NUMBER DACW85-03-C-0011

DREDGE WESTPORT

EXACT LOCATION OF WORK
Port of Anchorage
Anchorage Alaska
STATIONS 20+00 TO 70+00 (250' Sea-ward from dock)

Emergency
NEW WORK

DATE 9/4/03
NUMBER OF PERSONS IN CREW 13
OBSERVERS NA

AV LENGTH OF CUT 4000 FT CHARACTER OF MATERIAL
AV WIDTH OF CUT 300 FT DENSITY OF MATERIAL 2 gms/liter HOPPER CAPACITY 1800 CU YDS
AV DIST TO DUMP 0.75 SMILE DENSITY OF WATER 1.025 gms/liter AV VOL OF BIN WATER CU YDS
NAVIGATION AND OTHER DREDGING AIDS: (Describe and include statement on adequacy and recommendations.) AV UNFILLED CAPACITY CU YDS

DGPS AND WINOPS

WORK PERFORMED

NO OF LOADS	DREDGING AND HAULING		DISPOSAL AREA	AGITATING		DRAFT FOR LOAD NO	AVG	
	TOT CU YDS			TOT CU YDS			LIGHT	LOADED
4			4	Today:		FORWARD	4	12
	DAILY	2,832				AFT	4	12
TOTAL 420	TOTAL	310,223	TOTAL 420	Prev: 0		DRAG DEPTH	4	12
				To Date: 0		INDICATORS LAST CHECKED ON		85 MAX
						GAS INJECTORS USED		8/21/03

DISTRIBUTION OF TIME

EFFECTIVE WORKING TIME	AGITATING (Minutes)	DREDGING AND HAULING (Minutes)		MILES RUN (Stat. Miles)
PUMPING 270		270	0:00 0	
TURNING 5		5	0:00 0	
TO DUMP 20		20	0:00 0	
DUMPING 20		20	0:00 0	
TO CUT 25		25	0:00 0	
TOTALS 340		340	0:00 0	
NON-EFFECTIVE WORKING TIME				
TAKING ON FUEL AND SUPPLIES		0	0:00 0	
TO AND FROM ANCHORAGE		0	0:00 0	
LOSS DUE TO NATURAL ELEMENTS		0	0:00 0	
LOSS DUE TO TRAFFIC AND BRIDGES		0	0:00 0	
MINOR OPERATING REPAIRS		0	0:00 0	
TRANSFERRING BETWEEN WORKS		0	0:00 0	
LAY TIME		0	0:00 0	
FIRE AND BOAT DRILLS		0	0:00 0	
MISCELLANEOUS		0	0:00 0	
TOTALS		1100	0:00 0	
LOST TIME		0	0:00 0	
MAJOR REPAIRS AND ALTERATIONS		0	0:00 0	
CESSATION		0	0:00 0	
COLLISIONS		0	0:00 0	
TOTAL LOST TIME		0	0:00 0	
TOTAL TIME IN PERIOD 1440		0	0:00 0	
AVERAGE SPEED OF DREGE 1.2 FEET / MINUTE		1440	0:00 0	

LOADING TIDE DATA WAS OBTAINED BY MEANS OF
AGITATING WEATHER: CLOUDY HAZEN TIDE GAGE
GALS OF FUEL OIL CONSUMED 1,200
GALS OF WATER CONSUMED 100 NUMBER OF INSPECTIONS BY SUPERVISORY PERSONNEL
REMARKS: FIELD

FINISHED JOB

SUBMITTED BY:

DAILY REPORT OF OPERATIONS - HOPPER DREDGES				REPORTS CONTROL SYMBOL ENG-CWO-13		END OF JOB REPORT	
DISTRICT Anchorage, AK			DREDGE		Sugar Island		
EXACT LOCATION OF WORK Port of Anchorage, Cook Inlet Anchorage, Alaska DACW85-03-C-0013				<input type="checkbox"/> NEW WORK <input checked="" type="checkbox"/> MAINTAINANCE <input type="checkbox"/> BEACH FILL/REHAND		DATE 10/11/2003 To 11/14/2003	
Length of Cut 5000		CHARACTER OF MATERIAL		HOPPER CAPACITY 3578 CU. YDS		NUMBER OF PERSONS IN CREW 13	
Width of Cut 500		AVG INSITU DENSITY 1.600 kg/L		AV. VOL. BIN WATER 2500 CU. YDS			
RT to dump 1.1		DENSITY OF WATER 1.005 kg/L		AV. UNFILLED CAP. 1074 CU. YDS			
NAVIGATION AND OTHER DREDGING AIDS (Describe and include statement on adequacy and recommendations) DGPS position track plotting equipment in use							
WORK PERFORMED				DRAFT FOR LOAD NO. 1 (for one load only)			
DREDGING AND HAULING				AGITATING		LIGHT	
# OF LOADS	TOT. CU. YDS	DISPOSAL AREA	TOT. CYD..	FORWARD	LOADED		
470	549,280	Total for Port of Anchorage	231,184	AFT	16	19	
Total Removed (Haul & Agitation) Cumulative			780,464	DRAG DEPTH	37'		
				INDICATORS LAST CHECKED ON 10/18/2003			
				GAS EJECTORS USED No 0 % OF PUMPING TIME			
DISTRIBUTION OF TIME AND MILES RUN							
EFFECTIVE WORKING TIME			AGITATING	DREDGING & HAULING		KILOMETERS RUN	
				MINUTES	HOURS		
PUMPING				29,259	487.65		
TURNING				1,684	28.07		
TRAVELING (TO CUT / TO DUMP)				8,275	137.92		
DUMPING				1,695	28.25		
TOTALS				40,913	681.88		
NON-EFFECTIVE WORKING TIME							
TAKING ON FUEL AND SUPPLIES				765	12.75		
TO AND FROM WHARF OR ANCHORAGE							
LOSS DUE NATURAL ELEMENTS				15	0.25		
LOSS DUE TRAFFIC AND BRIDGES				154	2.57		
MINOR OPERATING REPAIRS				1,555	25.92		
TRANSFERRING BETWEEN WORKS							
LAY TIME							
FIRE AND BOAT DRILLS							
MISCELLANEOUS				622	10.37		
TOTALS				3,111	51.85		
LOST TIME							
MAJOR REPAIRS AND ALTERATIONS							
CESSATION							
COLLISIONS							
TOTAL LOST TIME				0			
TOTAL TIME IN PERIOD				44,024	733.73		
AVERAGE SPEED OF DREDGE			MINUTES RADAR IN USE		CONTINUOUSLY X		
LOADING 0.5 to 1.5 knots		FEET/MINUTE	TIDE DATA FROM				
AGITATING TODAY		TO DATE	DAA Tide Gauge (Terra Survey)				
GALS. OF FUEL OIL CONSUMED		179,478	WEATHER		extreme cold		
GALS. OF WATER CONSUMED		17,350	NUMBER OF INSPECTIONS BY SUPERVISORY PERSONNEL				
			FIELD		OFFICE		
REMARKS							
LOCATION IN CHANNEL: Port of Anchorage - Cook Inlet							
Dredge M/V Sugar Island discontinued ops @ 1015 ON 11/14/2003							
CONTR. REP.				PROJ. INSP.			
ENG. FORM 27A				DATE: 10/11/2003 To 11/14/2003 Printed 12/22/2003 8:27 AM			

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DIVISION 02 - SITE WORK

SECTION 02222

MAINTENANCE DREDGING

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- 1.2 CHARACTER OF MATERIALS
 - 1.2.1 Area A, B, C, D, and E
 - 1.2.2 Material Properties

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

- 3.1 DISPOSAL
 - 3.1.1 Disposal Operations
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- 3.2 DREDGING
 - 3.2.1 General
 - 3.2.2 Type
 - 3.2.3 Excessive Dredging
- 3.3 **AM#1... ATTACHMENTS ...AM#1**

-- End of Section Table of Contents --

SECTION 02222
MAINTENANCE DREDGING

PART 1 GENERAL

1.1 WORK COVERED

Dredging shall include removal and disposal of all material as specified herein or indicated on the drawings. All dredging and disposal shall be accomplished in accordance with EM 1110-2-5025, *Dredging and Dredged Material Disposal*.

1.2 CHARACTER OF MATERIALS

1.2.1 Area A, B, C, D, and E

Areas A, B, C, D, and E, as shown on the drawings, are composed primarily of silt, clay, and sand in various proportions. Deposits vary from loose to very-dense material. Debris such as wire, cable, steel rails, concrete anchor blocks, steel drill casing, equipment from ship decks, scrap iron and chunks of ice or frozen silt may be encountered. Previous dredging experience indicates that the material above the maximum pay line consists primarily of firm, cohesive sandy-silty-clay or sandy-clayey-silt. A relatively coarse sandy gravel formation of varying thickness has been encountered below the maximum pay-line. Previous dredging in area A has been accomplished to a depth not lower than -37 feet MLLW. Undisturbed stiff to very stiff blue-gray clay, dense to very dense sands, and gravelly sands may be encountered below the maximum pay line. Previous dredging in areas B, C, D has been accomplished to a depth generally not lower than -39 feet MLLW. Area E north of station 70+00 as shown on the contract drawings should generally be considered to be virgin materials for the 2004 dredging season only. The material has stuck to the sides of the dump scows and hopper bins. Some mechanical means of dislodging the material may be required. Additional data showing previous dredging records are available for examination in the office of the Alaska District Engineer. Local, minor variations and some debris are to be expected, and if encountered shall not be considered materially different within the scope of DIFFERING SITE CONDITIONS Clause of the CONTRACT CLAUSES. Any cobbles, boulders, and other debris dropped by winter ice pack shall be removed. Any recoverable debris shall be hauled to a suitable disposal facility.

1.2.2 Material Properties

Gradations from previous dredging operations show the material above the maximum pay-line to be sandy-silty-clay or sandy-clayey-silt with low plasticity (ML) and 90 to 95 percent by weight of the material passing the No. 200 sieve. Dry densities were determined to be between 85 and 105 pounds per cubic foot and moisture content to be 20 to 25 percent.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 DISPOSAL

3.1.1 Disposal Operations

Except as otherwise authorized by the Contracting Officer in writing, no dumping of materials dredged by clamshell shall be done unless a representative of the Contracting Officer is present at the time. Any material dredged by clamshell that is deposited without a representative of the Contracting Officer present will not be paid for. The Contractor shall assume all risks in dredged material disposal operations. Any material that is deposited elsewhere than in places designated or approved by the Contracting Officer will not be paid for and the Contractor may be required to remove such misplaced material and deposit it where directed, at its expense.

3.1.2 Government-Furnished Disposal Area

The excavated material shall be transported and deposited a minimum of 3,000 feet from the face of the Port or the projection thereof as shown on the contract drawings, unless an alternate disposal area is approved by the Contracting Officer. The top of the dredged material in the disposal area shall not be higher than -45 feet MLLW.

3.2 DREDGING

3.2.1 General

All dredging shall be performed within the dredging limits to the depths and grades shown on the drawings, and established by the Contracting Officer subsequent to the pre-dredge survey according to SECTION 01016, SPECIAL ITEMS, paragraph SURVEYS. Any contours shown on the drawings are approximate. Dredging within 4 feet of any structure will not be allowed. Piling stubs may be encountered on the slope between Port/T.A.M. S. Station 30+12 and Station 33+38. If encountered, any such pile stubs shall be safely removed and hauled to a suitable disposal facility at no additional cost to the Government.

3.2.2 Excessive Dredging

If the Contracting Officer determines that over-dredging results in incipient danger to the foundations of proposed or adjacent structures, the Contractor will be required to restore such dredged material with material approved by the Contracting Officer to the established limits of project dredging without additional cost to the Government. The Contractor shall obtain the backfill materials from its own source.

3.3 AM#1... ATTACHMENTS

FINDINGS OF NO SIGNIFICANT IMPACT - dated April 24, 2001

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION - Letter dated April 13, 2001

**ALASKA DIVISION OF GOVERNMENTAL COORDINATION - Letter dated April 13, 2001
...AM#1**

-- End of Section --

FINDING OF NO SIGNIFICANT IMPACT (FONSI)

In accordance with the National Environmental Policy Act of 1969, as amended, the U.S. Army Corps of Engineers, Alaska District, has assessed the environmental effects of the following action:

Maintenance Dredging and Dredged Material Disposal Anchorage Harbor, Alaska

The proposed action increases the dredging volume and frequency of dredging in Anchorage Harbor. Dredged material disposal will be at the existing open water disposal site. Increased shoaling in the project area requires approximately 0.6 million to 1 million cubic yards of dredging annually. This is an increase from the average 250,000 cubic yards allowed under current authorizations. Dredging will occur from mid-May through November to maintain water depth (-35 feet mean lower low water) appropriate for navigation in Anchorage Harbor. Two to four barge trips (occasionally five trips) each containing 1,500 cubic yards of dredged material will be made per day to the disposal area during the dredging season. Dredging and disposal areas will not change. Pre and post-dredging surveys will document shoaling and the need for additional dredging during the course of the season. Repeat dredging will be conducted when surveys indicate shoaling is 1 foot above project depth. Dredging equipment will be kept on site.

The proposed dredging and disposal activity will not produce significant environmental effects. No threatened or endangered species, critical habitat, marine mammals, wetlands, or cultural resources will be adversely impacted by the project. Essential fish habitat will not be substantially altered. These determinations have been coordinated with the U.S. Fish and Wildlife Service, National Marine Fisheries Service, and State Historic Preservation Office.

The action is consistent with the State coastal management program to the maximum extent practicable. The accompanying environmental assessment supports the conclusion that the project does not constitute a major Federal action significantly affecting the quality of the human environment. Therefore, an environmental impact statement is not necessary to perform the maintenance dredging and dredged material disposal at Anchorage Harbor.



Steven T. Perrenot
Colonel, Corps of Engineers
District Engineer

24 APR 2001

Date

STATE OF ALASKA

DEPT. OF ENVIRONMENTAL CONSERVATION

DIVISION OF AIR AND WATER QUALITY NON-POINT SOURCE WATER POLLUTION CONTROL

TONY KNOWLES, GOVERNOR

555 Cordova Street
Anchorage, AK 99501-2617
PHONE: (907) 269-7564
FAX: (907) 269-7508
<http://www.state.ak.us/dec/>

April 13, 2001

Certified Receipt Z526 022 612

Guy McConnell
Chief Environmental Resources Section
US Army Corps of Engineers
PO Box 898
Anchorage, Alaska 99506

RE: Amendment to Certificate of Reasonable Assurance
Anchorage Harbor Maintenance Dredging
Reference No. ER 01-11
State ID. No. AK0103-08AA

Dear Mr. McConnell:

This letter amends the referenced certification issued to the U.S. Army Corps of Engineers, in accordance with Section 401 of the Federal Clean Water Act and provisions of the Alaska Water Quality Standards. The subject certification is amended as follows:

Approximately .6 to 1 million cubic yards of bottom sediment will be dredged annually from mid-May through November to maintain the water depth (-35' MLLW) appropriate for navigation in the Anchorage Harbor. Up to five-dredge disposal barge trips will be made per day during the dredge season to the disposal site, which remains at the same location. The dredging contractor will select the dredging method. This amendment carries no conditions to the original certification.

By the copy of this letter, we are advising the Division of Governmental Coordination of this action. Please contact me if you have any questions concerning this amendment.

Sincerely,



Tim Rumpf
Environmental Specialist

Cc: Jennifer Nolan Wing, DGC

"Clean Air, Clean Water"

April 13, 2001

Ms. Lizette Boyer
Civil Works Branch, Alaska District
U.S. Army Corps of Engineers
P.O. Box 898
Anchorage, AK 99506-0898

Dear Ms. Boyer:

SUBJECT: ANCHORAGE HARBOR ANNUAL DREDGING
STATE I.D. NO. AK 0103-08AA
FINAL CONSISTENCY FINDING

The Division of Governmental Coordination (DGC) is coordinating the State's review of the Corps of Engineers' proposed project for consistency with the Alaska Coastal Management Program (ACMP) and has developed this proposed consistency finding based on reviewers' comments. Because all parties with elevation and petition rights concurred with this project per the ACMP, I did not issue a proposed consistency finding.

Scope of Project Reviewed

The proposed activity is the annual dredging of the harbor in Anchorage, Alaska. The U.S. Army Corps of Engineers (COE) proposes to increase the amount of material dredged annually from 250,000 cubic yards (cy) to 1,000,000 cy. The COE would contract for a clamshell dredge platform and dump scow to perform the dredging from mid-May through November yearly to maintain water depth (-35 feet mean lower low water) appropriate for navigation. Spoils would be disposed of at the existing disposal area located 0.5 mile north of the area to be dredged, in 50 to 80 feet of water. Two to four barge trips, each containing 1,500 cy of dredged material will be made per day to the disposal area during the dredging season.

The location would be between the mouth of Ship Creek and Cairn Point in the Knik Arm of Cook Inlet at T. 13N, R. 3W, Section 7, Seward Meridian.

This proposed consistency finding, developed under 6 AAC 50, applies to the federal consistency determination required for the activity per 15 CFR 930 Subpart C. You may also need the following federal and State authorizations for the activity:

U.S. Army Corps of Engineers
Section 404 or 10

Department of Environmental Conservation (DEC)
Certificate of Reasonable Assurance (401)

Most State agencies should issue permits within five days after DGC issues a final consistency finding. DNR authorizations involving a disposal of interest in State land may take considerably longer. You may not use any State land without DNR authorization. This consistency finding does not obligate any State agency to issue an authorization under its own statutory authority, nor does it supersede state agency statutory obligations. Authorities outside the ACMP may result in additional permit/lease conditions not contained in the consistency finding.

The Alaska Departments of Environmental Conservation, Fish and Game, and Natural Resources and the Municipality of Anchorage coastal resource district have reviewed your proposed activity. Based on that review, the State concurs with your determination that this proposed project is consistent with the ACMP to the maximum extent practicable.

Advisories.

Please be advised that although the State agrees the project is consistent with the ACMP, based on your project description and any alternative measures contained herein, the Corps of Engineers is still required to meet all applicable State and federal laws and regulations. Your consistency finding may include reference to specific laws and regulations, but this in no way precludes the Corps of Engineers' responsibility to comply with other applicable laws and regulations.

This consistency finding is ONLY for the activity as described. If you propose changes to the approved activity, including its intended use, prior to or during its siting, construction, or operation, you must contact this office immediately to determine if further review and approval of the revised project is necessary. Changes may require amendments to the State approvals listed in this consistency finding.

If the proposed activities reveal cultural or paleontological resources, please stop any work that would disturb such resources and immediately contact the State Historic Preservation Office (907-269-8720) so that consultation per section 106 of the National Historic Preservation Act may proceed.

If you have any questions regarding this process, please contact me at 907-269-7475 or email jennifer_wing@gov.state.ak.us.

Sincerely,

Jennifer Nolan Wing
Project Review Coordinator

cc: Stefanie Ludwig, DNR/SHPO, Anchorage
Karlee Gaskill, ACMP Liaison, DNR/DOL, Anchorage
Don McKay, DFG/DHR, Anchorage
Tim Rumpfelt, DEC, Anchorage
Thede Thobish, Municipality of Anchorage
Roger Graves, Port of Anchorage, Anchorage
George Strother, Mat-Su Borough, DPW, Palmer
Jeanne Hanson, NMFS, Anchorage