From: Melody Treme MATreme@WeeksMarine.Com

Subject: [Non-DoD Source] RE: W912DS19C0004 East Rockaway Modification

Date: April 16, 2019 at 5:54 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

MT

```
Thank you.
```

----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil>

Sent: Tuesday, April 16, 2019 4:49 PM

To: Melody Treme < MATreme@WeeksMarine.Com>

Cc: Fauntleroy, Nicole C CIV (US) < Nicole.C.Fauntleroy@usace.army.mil>; Oseback, Michael J CIV USARMY CENAN (US) < Michael.J.Oseback@usace.army.mil>; Perlas, Gerlyn T CIV USARMY CENAN (USA) < Gerlyn.T.Perlas@usace.army.mil>; Chuck Broussard < CRBroussard@WeeksMarine.Com>; Thomas P. Simnick < TPSimnick@WeeksMarine.Com>; Joseph M. Mazzarella

<JMMazzarella@WeeksMarine.Com>; Julian Perez <JPerez@WeeksMarine.Com>; Christopher P. Gavrity
<CPGavrity@WeeksMarine.Com>; Guy Guidry <GMGuidry@WeeksMarine.Com>; Jennifer Brisolara

<JCBrisolara@WeeksMarine.Com>

Subject: RE: W912DS19C0004 East Rockaway Modification

Please see attached.

V/R.

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069 Fax: 212-264-3013

-----Original Message-----

From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

Sent: Tuesday, April 16, 2019 5:34 PM

To: Emanuel, Nicholas CIV USARMY CENAN (US) <Nicholas.P.Emanuel@usace.army.mil>

Cc: Fauntleroy, Nicole C CIV (US) <Nicole.C.Fauntleroy@usace.army.mil>; Oseback, Michael J CIV USARMY CENAN (US) <Michael.J.Oseback@usace.army.mil>; Perlas, Gerlyn T CIV USARMY CENAN (USA) <Gerlyn.T.Perlas@usace.army.mil>; crbrousard@weeksmarine.com>; Thomas P. Simnick <TPSimnick@WeeksMarine.Com>; Joseph M. Mazzarella@WeeksMarine.Com>; Julian Perez <JPerez@WeeksMarine.Com>; Christopher P. Gavrity <CPGavrity@WeeksMarine.Com>; Guy Guidry <GMGuidry@WeeksMarine.Com>; Jennifer Brisolara

<<u>JCBrisolara@WeeksMarine.Com</u>>

Subject: [Non-DoD Source] RE: W912DS19C0004 East Rockaway Modification

Attached please find the signed modification. It has been dated to correspond with the Consent of Surety. Thank you for your help.

Kind Regards, Melody Treme Weeks Marine, Inc. 985-875-2526

----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) Nicholas CIV USARMY CENAN (US) Nicholas CIV USARMY CENAN (US) Nicholas.P.Emanuel@usace.army.mil>

Sent: Tuesday, April 16, 2019 4:11 PM

To: Melody Treme < MATreme@WeeksMarine.Com>

Cc: Fauntleroy, Nicole C CIV (US) <Nicole.C.Fauntleroy@usace.army.mil>; Belinda Crawford <BCrawford@WeeksMarine.Com>;

Perlas, Gerlyn T CIV USARMY CENAN (USA) < Gerlyn. T. Perlas@usace.army.mil>

Subject: W912DS19C0004

CAUTION: EXTERNAL SENDER

Please see attached if this is good please sign and return.

V/R,

Nick

INION

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

Fax: 212-264-3013

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From: Melody Treme MATreme@WeeksMarine.Com @

Subject: [Non-DoD Source] RE: W912DS19C0004 East Rockaway Modification

Date: April 16, 2019 at 5:38 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Cc: Fauntleroy, Nicole C CIV (US) Nicole.C.Fauntleroy@usace.army.mil, Oseback, Michael J CIV USARMY CENAN (USA)
Michael.J.Oseback@usace.army.mil, Perlas, Gerlyn T CIV USARMY CENAN (USA) Gerlyn.T.Perlas@usace.army.mil,
crbrousard@weeksmarine.com crbroussard@weeksmarine.com, Thomas P. Simnick TPSimnick@WeeksMarine.Com,
Joseph M. Mazzarella JMMazzarella@WeeksMarine.Com, Julian Perez JPerez@WeeksMarine.Com, Christopher P. Gavrity
CPGavrity@WeeksMarine.Com, Guy Guidry GMGuidry@WeeksMarine.Com, Jennifer Brisolara JCBrisolara@WeeksMarine.Com

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Sent: Tuesday, April 16, 2019 4:11 PM

To: Melody Treme < MATreme@WeeksMarine.Com>

Cc: Fauntleroy, Nicole C CIV (US) <Nicole C.Fauntleroy@usace.army.mil>; Belinda Crawford@WeeksMarine.Com>;

Perlas, Gerlyn T CIV USARMY CENAN (USA) < Gerlyn.T.Perlas@usace.army.mil>

Subject: W912DS19C0004

CAUTION: EXTERNAL SENDER

Please see attached if this is good please sign and return.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

Phone: 917-790-8069 Fax: 212-264-3013

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2019.04.09.East .Rocka...ed.pdf



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACTID CODE PAGE OF PAGE PAGE OF							F PAGES	
J 1							3	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO.(Ifapplic	able)	
	09-Apr-2019	SEE SCHEDULE	E SCHEDULE					
6. ISSUED BY CODE	W912DS	7. ADMINISTERED BY (If other than item 6)		COI	DE			
US ARMY CORPS OF ENGINEERS, NEWYORK 26 FEDERAL PLAZA RM 1843 NEWYORK NY 10278-0090 See Item 6								
8. NAME AND ADDRESS OF CONTRACTOR	(No Street County	State and Zin Code)	9A.	AMENDMI	ENT OF SO	LICITATI	ON NO.	
WEEKS MARINE, INC. BEUNDA B. DUFRENE 304 GAILLE DR COVINGTON LA 70433-9125	(110., Screen, County),	care and zip esses)	9B.	DATED (S	EE ITEM 11)		
COMPONENTIAL COLD			x 10A	A. MOD. OF 12DS19C00	CONTRAC 104	T/ORDER	NO.	
				B. DATED (SEE ITEM	13)		
CODE 1RHV3	FACILITY COL			Feb-2019				
	The second of th	PPLIES TO AMENDMENTS OF SOLIC			7 ia mart and	adod.		
The above numbered solicitation is amended as set fort				tended,	is not exter	idea.		
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 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 ACKNOWLEDGMENTTO 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 D.	ATA (If required)							
See Schedule								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.								
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:								
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 52.243-1 III	SENTERED INTO FO	DRSUANT TO AUTHORITE OF.						
D. OTHER (Specify type of modification and	authority)							
E. IMPORTANT: Contractor is not,	X is required to sig	n this document and return1	copies t	to the issuing	g office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: e3ctcnf919195 The purpose of this modification is to:								
1. Increase the quantity by 47,490 CY. 2. Increase the total contract amount by \$652,987.50 from \$10,775,000.00 to \$11,427,987.50. 3. Increase the period of performance by four days. The new contract completion date is 19-May-2019.								
In consideration of this modification, agreed to herein as complete equitable adjustment for this change, the Contractor hereby releases the Government from any and all liability under this contract for further adjustments attributable to such facts or circumstances giving rise to the aforementioned change w ith no exceptions. All other terms and conditions remain unchanged.								
P		OA or IOA or horstofice the and association in	maad ond ∷	n full force or 1	affact			
Except as provided herein, all terms and conditions of the document referenced in Item9A 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 CONTRACTING OFFICER (Type or print)								
Charles Broussard F., Vi			EMA		(-) Fo	,		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE				160	C. DATE S	IGNED	
MRIC	4/9/10	BY						
(Signature of person authorized to sign)	1	(Signature of Contracting Of	tticer)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY

SUMMARY OF CHANGES

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$652,987.50 from \$10,775,000.00 to \$11,427,987.50.

ITEM NO 0005

SUPPLIES/SERVICES

QUANTITY 1 UNIT Job UNIT PRICE \$652,987.50

AMOUNT \$652,987.50

Basic Work - Dredging Areas

FFP

Dredging (to -15 feet MLLW \pm 1 foot allowable overdepth), with placement of material along the Far Rockaway Beach shoreline, between Beach 92nd Street to

Beach 103rd Street. Approximately 47,490 CY.

FOB: Destination

PURCHASE REQUEST NUMBER: W16ROE90561477-0001

NET AMT

\$652,987.50

ACRN AE

CIN: W16ROE905614770005

\$652,987.50

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$652,987.50 from \$10,775,000.00 to \$11,427,987.50.

CLIN 0005:

Funding on CLIN 0005 is initiated as follows:

ACRN: AE

CIN: W16ROE905614770005

Acctng Data: 96X31230000 082421

3230328F62005220

NA 96303

Increase: \$652,987.50

Total: \$652,987.50

(End of Summary of Changes)

W912DS19C0004 (e3ctcnf919195) Page 3 of 3 From: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Subject: RE: W912DS19C0004 East Rockaway Modification

Date: April 16, 2019 at 5:48 PM

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crbrousard@weeksmarine.com crbroussard@weeksmarine.com, Thomas P. Simnick TPSimnick@WeeksMarine.Com,
Joseph M. Mazzarella JMMazzarella@WeeksMarine.Com, Julian Perez JPerez@WeeksMarine.Com, Christopher P. Gavrity
CPGavrity@WeeksMarine.Com, Guy Guidry GMGuidry@WeeksMarine.Com, Jennifer Brisolara JCBrisolara@WeeksMarine.Com

Please see attached.

V/R.

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District

Phone: 917-790-8069 Fax: 212-264-3013

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From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

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To: Emanuel, Nicholas CIV USARMY CENAN (US) <Nicholas.P.Emanuel@usace.army.mil>

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Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069 Fax: 212-264-3013



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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 2 AMENDMENTMODIFICATION NO 3 FERCINE STREET OF SOLICITATION OF CONTRACT OF SPECIFIC DISC. 3 FERCINE STREET OF SOLICITATION OF CONTRACT OF SOLICITATION NO 5 SECRET OF SOLICITATION NO 5 SOLICITATION NO 5 SECRET OF SOLICITATION NO 5 SECRET OF SOLICITA	2 AMINIMENTADDIFICATION NO
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See Item 6 See Item 6	US ARMY CORPS OF ENGINEERS, NEWYORK SPEEDERA, PLAZA, RM 1863 NEWYORK IN 10078-0000 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) WEEKS MARINE, INC. BELLIDA B DUFENE SAIGULE D 108. DATED (SEE ITEM 11) X 100.A MOD D CF ONT RACT/ORDER NO. 110. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION S 110. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 111. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 112. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 113. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 114. See searched, so not called by one of the following methods: (a) By completing lems 8 and 15, and returning copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or retegrams which includes a reference to the solicitation and amendment mappers. PALICIES OF YOUR ACKNOWLEDOMENTTO BE RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULTING RECEIPT OF OFTERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT. 2. A THIS CHARGE SEARCH AND AND ARREST AND AND ARREST AND AND ARREST
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Social Edge COMMITCH LA 7935-9125 CODE 18-MV3 I FACILITY CODE I THISTEM ONLY APPLIESTO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is mended as set finit in literal 4. The boar and date specified in the solicitation or a samedade by most feel following methods: (a) By completing literal 8 and 15, and returning opies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offs with similar of (c) By specified in the solicitation or a samedade by one following methods: (a) By completing literal 8 and 15, and returning opies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offs substituted, (c) By synapsis effect or elegramwholt includes a reference to the solicitation and admendment members. REJECTION OF YOUR OFFEE, If My vine orbits in amendment to a same and another members. REJECTION OF YOUR OFFEE, If My vine orbits in amendment to go desire to change an office africal synapsis on the solicitation and this amendment, and is received prior to the opening hour and date specified. 2. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/SORDERS. IT MODIFIES THE CONTRACT/ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14. A THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14. A 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 AUTHORITY OF FAR 43.103(B). Z THIS SUPPLEMENT AL ARRESHMENT IS SENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(B). D OTHER (Specify type of modification and authority) E IMPORTANT: Contractor is not, is required to sign this document and return opies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) 15. Lorasse the q	SOLUTION OF COMMISTOR LA 7083-9125 CODE 1RH-V3
CODE 18H/3 FACILITY CODE 11. THISTTEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set of this in tem 14. The hour and date specified for receipt of Office as acknowledge receipt of this amendment prior to the hour and date specified for receipt of Office as acknowledge receipt of this amendment prior to the hour and date specified for receipts of Office as acknowledge receipt of this amendment prior to the hour and date specified for the solicitation or at amended by one of the following methods: (a) By completing brans & and 15, and returning copies of the solicitation and amendment makes. FALURE OF 1700 ACKNOWLEDGES. (b) By completing brans & and 15, and returning copies of the solicitation and amendment makes. FALURE OF 1700 ACKNOWLEDGES. (c) By completing brans & and 15, and returning copies of the solicitation and amendment makes. FALURE OF 1700 ACKNOWLEDGES. RESECTION OF YOUR OFFER IT Privates of this amendment, and date specified in the solicitation and amendment makes. FALURE OF 1700 ACKNOWLEDGES. RESECTION OF YOUR OFFER IT Privates of this amendment, and date specified in the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTSORDERS. 14. 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 104. 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 104. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET PORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). C. THIS SUPPLEMENTA LAGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF FAR 43.103(B). FAR 22.243-1 III D. OTHER (Specify type of modification and	CODE 1R-N/3 FACILITY CODE 10.8 DATED (SEE ITEM 13) 28-Feb-2019 11. THISITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 28-Feb-2019 11. THISITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 16. See Feb-2019 16. See Feb-2019 17. THISITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 16. See Feb-2019 16. See Feb-2019
CODE 1R-W3 FACILITY CODE X 26-Feb-2019 X	CODE 1R-W3 FACILITY CODE X 28-Feb-2019 10B. DATED (SEE ITEM 13) X 28-Feb-2019
In this item only a provided and the degree of the contract	The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Office and the proof 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 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the office submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENTTO BE RECEIVED ATTHE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOURAND DAT RESULTIN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegramor 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) See Schedule 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. 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). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.24.1 III 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) Modification Control Number: e3ctcnf919195 The purpose of this modification is to:
In this item only a provided and the degree of the contract	The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Office and the proof 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 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the office submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENTTO BE RECEIVED ATTHE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOURAND DAT RESULTIN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegramor 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) See Schedule 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. 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). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.24.1 III 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) Modification Control Number: e3ctcnf919195 The purpose of this modification is to:
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Office 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 flems & and 15, and returning copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the office with the control of the property of the semandment of the property of the proper	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 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. FAIL URE OF YOUR ACKNOWLEDGMENTTO BE RECEIVED ATTHE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PROR TO THE HOUR AND DATE SPECIFED 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) See Schedule 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. 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 ADMINIST RATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). X. C. THIS SUPPLEMENT AL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: e3ctorf919195 The purpose of this modification is to:
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Charles Broussard 7, Vice President Nicholas Emanuel Contracting Officer 717-790-8069 Nicholas Emanuel Contracting Officer 817-790-8069 Nicholas Emanuel Contracting Officer 817-790-8069 Nicholas Emanuel Contracting Officer 817-790-8069 Nicholas Emanuel Contracting Officer 818-808-808-808-808-808-808-808-808-808-	
15B. CONFRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED	Nicholas Emanuel Contracting Officer
NAP LICE INCLUDE	
4 9 9 BY 16-Apr-2019	15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
	4 9 9 BY 16-Apr-2019
(Signature of person authorized to sign) (Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY

SUMMARY OF CHANGES

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$652,987.50 from \$10,775,000.00 to \$11,427,987.50.

ITEM NO 0005

SUPPLIES/SERVICES

QUANTITY 1 UNIT Job UNIT PRICE \$652,987.50

AMOUNT \$652,987.50

Basic Work - Dredging Areas

FFP

Dredging (to -15 feet MLLW \pm 1 foot allowable overdepth), with placement of material along the Far Rockaway Beach shoreline, between Beach 92nd Street to

Beach 103rd Street. Approximately 47,490 CY.

FOB: Destination

PURCHASE REQUEST NUMBER: W16ROE90561477-0001

NET AMT

\$652,987.50

ACRN AE

CIN: W16ROE905614770005

\$652,987.50

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$652,987.50 from \$10,775,000.00 to \$11,427,987.50.

CLIN 0005:

Funding on CLIN 0005 is initiated as follows:

ACRN: AE

CIN: W16ROE905614770005

Acctng Data: 96X31230000 082421

3230328F62005220

NA 96303

Increase: \$652,987.50

Total: \$652,987.50

(End of Summary of Changes)

W912DS19C0004 (e3ctcnf919195) Page 3 of 3 From: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil @

Subject: W912DS19C0004

Date: April 16, 2019 at 5:11 PM

To: Melody Treme MATreme@WeeksMarine.Com

Cc: Fauntleroy, Nicole C CIV (US) Nicole.C.Fauntleroy@usace.army.mil, Belinda Crawford BCrawford@WeeksMarine.Com,

Perlas, Gerlyn T CIV USARMY CENAN (USA) Gerlyn.T.Perlas@usace.army.mil

Please see attached if this is good please sign and return.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069 Fax: 212-264-3013



W912DS19C000 4.pdf



	1. CONTRACT ID (CODE	PAGE OF PAGES				
AMENDMENT OF SOLICITA	THON/MODIF	ICATION OF CONTRACT	J		1 3		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5.	PROJECTN	IO.(Ifapplicable)		
	09-Apr-2019	SEE SCHEDULE					
6. ISSUED BY CODE	W912DS	7. ADMINISTERED BY (Ifother than item 6)	CODE				
US ARMY CORPS OF ENGINEERS, NEW YORK 26 FEDERAL PLAZA, RM 1843 NEW YORK NY 10278-0090		See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR (No Street County S	State and Zin Code)	9A. AMENDMEN	T OF SOL	ICITATION NO		
WEEKS MARINE, INC. BELINDA B. DUFRENE 304 GAILLE DR	No., street, County, s	state and Zip Code)	9B. DATED (SEE				
COVINGTON LA 70433-9125			X 10A. MOD. OF CO W912DS19C0004)NT RACT	ORDER NO.		
CODE 1RHV3	FACILITY COD	ne .	10B. DATED (SE. X 28-Feb-2019				
		PPLIES TO AMENDMENTS OF SOLIC	CITATIONS				
The above numbered solicitation is amended as set forth	in Item 14. The hour and	date specified for receipt of Offer	is extended,	is not extend	led.		
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this am provided each telegram or letter makes reference to the s	copies of the amendmen erence to the solicitation at E RECEIPT OF OFFERS I endment you desire to char olicitation and this amend	it; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED nge an offer already submitted, such change may b	nt on each copy of the offer s ACKNOWLEDGMENT TO D MAY RESULT IN be made by telegramor letter,	BE			
12. ACCOUNTING AND APPROPRIATION DA See Schedule	TA (If required)						
		O MODIFICATIONS OF CONTRACTS					
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).							
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 52.243-1 III	ENTERED INTO PU	JRSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and a	nuthority)						
E. IMPORTANT: Contractor is not,	x is required to sig	n this document and return 1	copies to the issuing of	ffice.			
where feasible.)	Modification Control Number: e3ctcnf919195						
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Except as provided herein, all terms and conditions of the do					r print)		
15A. NAME AND TITLE OF SIGNER (Type or	prinit)	16A. NAME AND TITLE OF CO	EMAIL:	x (1 ype or	r print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	TEL: D 16B. UNITED STATES OF AMERICAN		160	. DATE SIGNED		
122. CONTRICTOROTTEROR	DATE BIONE			100.	. DITT DIGITLD		
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)	-			
EVCENTION TO SE 20		(Signature of Contracting Of					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY

SUMMARY OF CHANGES

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$652,987.50 from \$10,775,000.00 to \$11,427,987.50.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0005 1 Job \$652,987.50 \$652,987.50

Basic Work - Dredging Areas

FFP

Dredging (to -15 feet MLLW + 1 foot allowable overdepth), with placement of material along the Far Rockaway Beach shoreline, between Beach 92nd Street to Beach 103rd Street. Approximately 47,490 CY.

FOB: Destination

PURCHASE REQUEST NUMBER: W16ROE90561477-0001

NET AMT \$652,987.50

ACRN AE \$652,987.50

CIN: W16ROE905614770005

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$652,987.50 from \$10,775,000.00 to \$11,427,987.50.

CLIN 0005:

Funding on CLIN 0005 is initiated as follows:

ACRN: AE

CIN: W16ROE905614770005

Acctng Data: 96X31230000 082421 3230328F62005220 NA 96303

Increase: \$652,987.50

Total: \$652,987.50

(End of Summary of Changes)

From: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Subject: W912DS19C0010

Date: April 19, 2019 at 6:05 PM

To: Belinda Crawford BCrawford@WeeksMarine.Com, Melody Treme MATreme@WeeksMarine.Com

Cc: Chahary, Monica C CIV USARMY CENAN (USA) Monica.C.Chahary@usace.army.mil, Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil, Merenda, Kevin J CIV USARMY CENAN (USA) Kevin.J.Merenda@usace.army.mil, Vohden, Robert A CIV USARMY CENAD (USA) Robert.A.Vohden@usace.army.mil



Please see attached contract for FIMI 3B2

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

Phone: 917-790-8069 Fax: 212-264-3013







Award Letter_...ine.pdf

W912DS19C001 SF 1442.pdf 0.pdf



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

CENAN-CT 19 April 2019

Subject: Contract No. W912DS19C0010 (initiated under IFB No. W912DS19B0002), Fire Island Inlet to Moriches Inlet (FIMI) Contract 3B2, Ocean Bay Park to Davis Park, Suffolk County, NY

Weeks Marine, Inc. Attn: Chuck Broussard 304 Gaille Drive Innwoods Business Park Covington, LA 70433

Dear Mr. Broussard:

You are hereby notified that your bid dated 26 March 2019 submitted in response to subject Invitation for Bid is awarded in the amount of \$37,039,250.00 for CLINs 0001 through 0010.

Prior to issuance of the Notice to Proceed you must submit two originals each of your executed payment and performance bonds, as required by the solicitation, using the latest version of the bonds (SF 25: 8/2016; SF 25A: 10/1998) – prior versions are unacceptable. In accordance with Section 00 73 00, Special Contract Requirements, it is required that you furnish evidence of insurance. A revised edition of the ACORD 25 was published in October 2009. Please have your Insurance Company use that form. Also, this language should be included in the Certificate of Liability Insurance form in the section marked Description of Operations/Locations/Vehicles.

"Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer."

No work is to be performed prior to Notice to Proceed. Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO)), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

The Federal Acquisition Regulation requires that Past Performance Information (PPI) be collected on DoD contracts. The Government now has a web-enabled application that collects and manages contractor past performance data. This system, "CONTRACTOR

PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS), allows both the government and the contractor to submit their portion of the Contractor Performance Assessment Report via the internet (https://cpars.cpars.gov/cpars/app/home.do)

Please execute and submit requested payment and performance bonds and return them to this office: U.S. Army Corps of Engineers, Attn: Monica Chahary, Contract Specialist, 26 Federal Plaza, Rm. 1843, New York, NY 10278-0090 within 10 (ten) days of receipt of this letter.

Sincerely,

Nicholas P. Emanuel Contracting Officer

Enclosures: Contract Copy

SOLICITATION, OF	FER, 1.5	SOLICITATION NO.	2. TY	PE OF	SOLICITATION	3. DATE	E ISSUED	PAGE OF	PAGES
AND AWARD	\\/\0.12D\$10B00020000					19-Apr	-2019	1 OF	92
(Construction, Alteration, or Repair) (Construction, Alteration, or Repair) (NEGOTIATED (RFP)							~-		
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.									
4. CONTRACT NO.		5. REQUISITION/PUR	CHASE REQUE	EST NO		6. PRO	DJECT NO.		
W912DS19C0010		W16ROE81513181							
7. ISSUED BY CODE W912DS 8. ADDRESS OFFER TO (If Other Than Item 7) CODE									
US ARMY CORPS OF ENGINEE 26 FEDERAL PLAZA, RM 1843 NEW YORK NY 10278-0090	RS, NEW YOR	к		s	ee Item 7				
TEL: (917)790-8173	FAX	(: 212 -264-3013		TEL	:		FAX:		
9. FOR INFORMATION	A. NAME				B. TELEPHONE NO	O. (Inc	lude area code)	(NO COL	LLECT CALLS)
CALL:	MONICA C C	HAHARY			917-790-8182				
			SOLICI	TATIO	N				
NOTE: In sealed bid solic	itations "off	er" and "offeror" n	nean "bid" a	nd "bi	idder".				
10. THE GOVERNMENT REQU							(Title, identifying	no., date):	
Project Title: Fire Island to Montauk Point, Fire Island Stabilization: Fire Island Inlet to Moriches Inlet (FIMI) Contract 3B2: Beachfill and Crossovers, Ocean Bay Park to Davis Park									
1. 100% Unrestricted Full and Open Competition with Hub Zone Price Evaluation preference.									
2. NAICS Code 237990, Size	2. NAICS Code 237990, Size Standard \$27,500,000.00								
3. Project Magnitude Range:	3. Project Magnitude Range: Betw een \$25,000,000 to \$100,000,000.00								
Submit Bids not later than US Army Corps of Engineers New York District, Contracti Federal Plaza, New York	s ng Division, R	oom 1843							
Due to heightened security a in order to have their bids d					to allow ample time	to get th	rough the security	y checkpoir	nt
5. Contract Specialist is Trav	ris Specht, tra	vis.j.specht@usace.a	ırmy.mil						
11. The Contractor shall begin performance within5 calendar days and complete it within400 calendar days after receiving									
aw ard, X notice to pro	ceed. This pe	rformance period is	X mandatory	,	negotiable. (See	Spec 1.	1(a))	
	12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? 12B. CALENDAR DAYS								
(If "YES," indicate within how many calendar days after award in Item 12B.) XYES NO									
13. ADDITIONAL SOLICITATION	N REQUIREM	ENTS:							
A. Sealed offers in original and copies to perform the work required are due at the place specified in Item 8 by (hour) local time (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.									
B. An offer guarantee X is	, is not re	equired.							
C. All offers are subject to the								-	
D. Offers providing less than90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.									

					-	AND AWARD (Continued)					
	(Construction, Alteration, or Repair)										
		FFFDOD	/lastuda 710			Must be fully completed by offeror)					
14. NAME AND ADDI WEEKS MARINE, INC. BELINDA B. DUFRENE		FFERUR	(Include ZIP	Code)	15. TELEPH 504-461-92	•	nclude area d	code)			
304 GAILLE DR COVINGTON LA 70433					16. REMITTA	ANCE ADDRES	SS (Includ	e only if differ	ent than Item	14)	
	0.20				See Item	14					
CODE 1RHV3	F	ACILITY CO	ODE								
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)											
the minimum require	emenis siai	ea m nem 1	3D. Fallule l	o msert any numi	per means un	e oneror acce	pis ine minin	num m nem 1.	3D.)		
AMOUNTS SE	E SCHEDUL	E OF PRICE	S								
18. The offeror agre	es to furnis	h any requi	red performan	ce and payment	bonds.						
				19. ACKNOWLED	GMENT OF A	MENDMENTS					
		(The offer	ror acknowledge	s receipt of amendm	ents to the soli	citation give n	umber and date	of each)			
AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				20B. SIGNA	TURE			20C. OFFER	DATE		
AWARD (To be completed by Government)											
21. ITEMS ACCEPTED	21. ITEMS ACCEPTED:										
SEE SCI	HEDL	JLE									
22. AMOUNT		23. ACCOL	JNTING AND A	PPROPRIATION [DATA						
\$37,039,250.00		See Sche	dule								
24. SUBMIT INVOICE	S TO ADDR	ESS SHOW	/N IN	ITEM	25. OTH	HER THAN FUL	L AND OPEN	COMPETITION	N PURSUANT	ТО	
(4 copies unless otherw	ise specified))			☐10 U						
26. ADMINISTERED E	3Y	COE	DE			27. PAYMENT WILL BE MADE BY: CODE 964145					
See Item 7					ATTN: CEI 5722 INTE	USACE, FINANCE CENTER MILLINGTON ATTN: CEFC-AO-P, ACCOUNTS PAYABLE BRANCH 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE											
28. NEGOTIATED AGREEMENT (Contractor is required to sign this				29. AWARD (Contractor is not required to sign this document.)							
document and return copies to issuing office.) Contractor agrees			Your offer on this solicitation, is hereby accepted as to the items listed. This award con-								
to furnish and deliver all items or perform all work, requisitions identified				summates the contract, which consists of (a) the Government solicitation and							
on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be			1 -	y our offer, and (b) this contract award. No further contractual document is necessary.							
governed by (a) this co											
representations, certificence in or attached to		specifications	or incorporated	by refer-							
30A. NAME AND TITI TO SIGN (Type or p	LE OF CONT	TRACTOR C	OR PERSON A	UTHORIZED		E OF CONTRACT			pe or print)		
30B. SIGNATURE			30C. DATE		TEL: 917-	-790-8069	EM	AIL: nicholas	.p.emanuel@us	sace.army.mil	
			JUC. DATE		31B. UN	TED STATES	OF AMERICA		31C. AV	VARD DATE	
					BY	11			19-Apr	-2019	

NSN 7540-01-155-3212 **STANDARD FORM 1442 BACK** (REV. 4-85)

CONTINUATION PAGE

PROJECT TITLE & LOCATION: Fire Island Inlet to Moriches Inlet (FIMI) Contract 3B2,

Ocean Bay Park to Davis Park, Suffolk County, NY

SOLICITATION: W912DS19B0002 **CONTRACT**: W912DS19C0010 **CONTRACTOR:** Weeks Marine, Inc.

AMENDMENTS:

Amendment 0001 was issued on 31 January 2019 Amendment 0002 was issued on 28 February 2019 Amendment 0003 was issued on 11 March 2019 Amendment 0004 was issued on 12 March 2019 Amendment 0005 was issued on 15 March 2019 Amendment 0006 was issued on 19 March 2019 Amendment 0007 was issued on 21 March 2019

WAGE DETERMINATIONS:

General Decision Number: NY190012 02/15/2019 NY12 General Decision Number: NY190001 01/04/2019 NY1 General Decision Number: NY190028 01/04/2019 NY28

BLOCK 21, ITEMS ACCEPTED:

Accepted: CLINS 0001 – 0011

Accepted and Awarded: CLINS 0001 - 0010

Sub-Contracting Plan Accepted

BLOCK 22, AMOUNT:

Total Award Amount:

Thirty-Seven Million Thirty-Nine Thousand Two-Hundred Fifty Dollars (\$37,039,250.00)

ACCOUNTING AND APPROPRIATED DATA:

Purchase Request: W16ROE81513181

Line items 0001 and 0010 are funded by:

AA: 096 NA X 2014 3122 000 0000 CCS: 412 E3 2014 08 2421 005870 96303 3200 3C6G6J

AMOUNT: \$37,039,250.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W16ROE815131810001	\$6,525,000.00
	0002AA	W16ROE815131810001	\$21,390,000.00
	0002AB	W16ROE815131810001	\$150,000.00
	0003AA	W16ROE815131810001	\$437,000.00
	0003AB	W16ROE815131810001	\$450,000.00
	0003AC	W16ROE815131810001	\$100,000.00
	0004AA	W16ROE815131810001	\$120,000.00
	0004AB	W16ROE815131810001	\$1,320,000.00

0004AC	W16ROE815131810001	\$2,640,000.00
0004AD	W16ROE815131810001	\$1,375,000.00
0004AE	W16ROE815131810001	\$23,000.00
0004AF	W16ROE815131810001	\$50,000.00
0005AA	W16ROE815131810001	\$165,000.00
0005AB	W16ROE815131810001	\$8,250.00
0006	W16ROE815131810001	\$1,536,000.00
0007	W16ROE815131810001	\$255,000.00
8000	W16ROE815131810001	\$200,000.00
0009	W16ROE815131810001	\$245,000.00
0010	W16ROE815131810001	\$50,000.00

TOTAL OBLIGATION AT AWARD: \$37,039,250.00

Section 00 10 00 - Solicitation

BID SCHEDULE NOTES

TOTALS:

TOTAL BASE – NO OPTIONS (ITEMS 0001 thru 0010)

\$ 37,039,250.00

TOTAL OPTION (ITEM 0011)

\$ 5,000.00

TOTAL BASE PLUS OPTION (ITEMS 0001 thru 0011)

\$__37,044,250.00_

NOTES:

- 1. Tapering are included in the items and exact locations are on the plan sheets.
- 2. Low bidder for the purpose of award will be the conforming bidder offering the lowest amount for the total base bid and optional bid items.
- 3. Any bid which is materially unbalanced may be rejected. An unbalanced bid is one, which is based on the prices significantly less than cost for some work and prices, which are significantly overstated for other work.
- 4. Bidders are required to bid on all items or their bids will be rejected.
- 5. Bidders are reminded that they must bid on the issued plans and specifications as amended. Any deviations, conditions, or attachments made by the bidder himself thereto may render the bid non-responsive and may be caused for its rejection.
- 6. All work is to commence within 5 days of the Notice to Proceed date and conclude within 400 days of the Notice to Proceed.
- 7. Option may be exercised within 60 days of base item NTP. Option is concurrent with base period of performance.
- 8. Contractor shall complete the Record ("As-Built") CAD submittal as required by Specification Section 01 78 00 CLOSEOUT SUBMITTALS for Record Drawings ("As-Built") Requirements and Section 01 12 00 DESIGN AND RECORD DRAWING REQUIREMENTS for CADD standards and compliance.

ITEM NO 0001	SUPPLIES/SERVICES Mobilization/Demobilizati FFP FOB: Destination PURCHASE REQUEST N		UNIT Job DE81513181	UNIT PRICE \$6,525,000.00	AMOUNT \$6,525,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$6,525,000.00 \$6,525,000.00
ITEM NO 0002	SUPPLIES/SERVICES Sand Placement FFP	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
ITEM NO 0002AA	SUPPLIES/SERVICES Hydraulic Beach Fill FFP STA 456+66 to STA 903+ FOB: Destination PURCHASE REQUEST N		,	UNIT PRICE \$9.30	AMOUNT \$21,390,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$21,390,000.00 \$21,390,000.00

ITEM NO 0002AB	SUPPLIES/SERVICES	QUANTITY 1,000	UNIT Cubic Yard	UNIT PRICE \$150.00	AMOUNT \$150,000.00
	Sand Placement by hand FFP at 81DW (Heaton), 83DW Quantities) FOB: Destination PURCHASE REQUEST N		T (Vasey) (ct3	A). (Estimated	
				NET AMT	\$150,000.00
	ACRN AA CIN: W16ROE815131810	001			\$150,000.00
ITEM NO 0003	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Demolition and Disposal FFP				
				NET AMT	\$0.00

ITEM NO 0003AA	SUPPLIES/SERVICES Existing Crossover FFP FOB: Destination PURCHASE REQUEST 1	QUANTITY 38 NUMBER: W16R0	UNIT Each DE81513181	UNIT PRICE \$11,500.00	AMOUNT \$437,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$437,000.00 \$437,000.00
ITEM NO 0003AB	SUPPLIES/SERVICES Bulkhead Wall FFP at 386FP (Dunkelman) (ct (Boskind), 408FP (Pfeifle 435FP (Gersch) 396FP (T FOB: Destination PURCHASE REQUEST 1), 413FP (DeFalco ortora)	& Matthews),		AMOUNT \$450,000.00
	ACRN AA	0001		NET AMT	\$450,000.00 \$450,000.00

CIN: W16ROE815131810001

ITEM NO 0003AC	SUPPLIES/SERVICES Existing Debris on Beach FFP (Estimated Quantities) FOB: Destination PURCHASE REQUEST 1	QUANTITY 100 NUMBER: W16R	UNIT Short Ton OE81513181	UNIT PRICE \$1,000.00	AMOUNT \$100,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$100,000.00 \$100,000.00
ITEM NO 0004	SUPPLIES/SERVICES PED Crossovers FFP - Base CLIN	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
ITEM NO 0004AA	SUPPLIES/SERVICES PED Crossover FFP - Type A FOB: Destination PURCHASE REQUEST 1	1	UNIT Each	UNIT PRICE \$120,000.00	AMOUNT \$120,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$120,000.00 \$120,000.00

ITEM NO 0004AB	SUPPLIES/SERVICES PED Crossover FFP - Type B FOB: Destination PURCHASE REQUEST N	QUANTITY 11 NUMBER: W16RO	UNIT Each DE81513181	UNIT PRICE \$120,000.00	AMOUNT \$1,320,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$1,320,000.00 \$1,320,000.00
ITEM NO 0004AC	SUPPLIES/SERVICES PED Crossover FFP - Type C FOB: Destination PURCHASE REQUEST N	QUANTITY 22 NUMBER: W16RO	UNIT Each DE81513181	UNIT PRICE \$120,000.00	AMOUNT \$2,640,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$2,640,000.00 \$2,640,000.00

ITEM NO 0004AD	SUPPLIES/SERVICES PED Crossover FFP - Type E FOB: Destination PURCHASE REQUEST N	QUANTITY 5 NUMBER: W16R0	UNIT Each DE81513181	UNIT PRICE \$275,000.00	AMOUNT \$1,375,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$1,375,000.00 \$1,375,000.00
ITEM NO 0004AE	SUPPLIES/SERVICES Galvanized Metal Handrai FFP at Saltaire and Kismet (ct2 FOB: Destination PURCHASE REQUEST N). (Estimated Qua	•	UNIT PRICE \$40.00	AMOUNT \$23,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$23,000.00 \$23,000.00

ITEM NO 0004AF	SUPPLIES/SERVICES Trim existing bolts on FFP all ADA-accessible crosso FOB: Destination PURCHASE REQUEST N			UNIT PRICE \$100.00 (ct3A)	AMOUNT \$50,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$50,000.00 \$50,000.00
ITEM NO 0005	SUPPLIES/SERVICES Vehicle Crossovers FFP	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
ITEM NO 0005AA	SUPPLIES/SERVICES Construction of Crossover FFP FOB: Destination PURCHASE REQUEST N		UNIT Each OE81513181	UNIT PRICE \$55,000.00	AMOUNT \$165,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$165,000.00 \$165,000.00

ITEM NO 0005AB	SUPPLIES/SERVICES	QUANTITY 825	UNIT Square Yard	UNIT PRICE \$10.00	AMOUNT \$8,250.00
	Geotextile FFP (Estimated Quantities)				
	FOB: Destination PURCHASE REQUEST 1	NUMBER: W16R0	DE81513181		
				NET AND	
				NET AMT	\$8,250.00
	ACRN AA CIN: W16ROE815131810	0001			\$8,250.00
ITEM NO 0006	SUPPLIES/SERVICES Dune Planting FFP	QUANTITY 48	UNIT Acre	UNIT PRICE \$32,000.00	AMOUNT \$1,536,000.00
	(Estimated Quantities) FOB: Destination PURCHASE REQUEST N	NUMBER: W16R0	DE81513181		
				NET AMT	\$1,536,000.00
	ACRN AA CIN: W16ROE815131810	0001			\$1,536,000.00

Sand Fence FFP (Estimated Quantities) FOB: Destination PURCHASE REQUEST NUMBER: W16ROE81513181 NET AMT	ITEM NO 0007	SUPPLIES/SERVICES	QUANTITY 25,500	UNIT Linear Foot	UNIT PRICE \$10.00	AMOUNT \$255,000.00
FOB: Destination PURCHASE REQUEST NUMBER: W16ROE81513181 NET AMT \$255,000.00 ACRN AA CIN: W16ROE815131810001 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT \$200,000.00 Vibration Monitoring FFP FOB: Destination						
ACRN AA CIN: W16ROE815131810001 ITEM NO 0008 SUPPLIES/SERVICES 1 Job 1 Job 2200,000.00 Vibration Monitoring FFP FOB: Destination \$255,000.00 \$255,000.00 VIDIT PRICE AMOUNT \$200,000.00 \$200,000.00		FOB: Destination	NUMBER: W16R0	DE81513181		
ACRN AA CIN: W16ROE815131810001 ITEM NO 0008 SUPPLIES/SERVICES 1 Job 1 Job 2200,000.00 Vibration Monitoring FFP FOB: Destination \$255,000.00 \$255,000.00 VIDIT PRICE AMOUNT \$200,000.00 \$200,000.00						
ACRN AA CIN: W16ROE815131810001 ITEM NO 0008 SUPPLIES/SERVICES 1 Job 1 Job 2200,000.00 Vibration Monitoring FFP FOB: Destination \$255,000.00 \$255,000.00 VIDIT PRICE AMOUNT \$200,000.00 \$200,000.00					NET AME	#255 000 00
CIN: W16ROE815131810001 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0008 1 Job \$200,000.00 Vibration Monitoring FFP FOB: Destination					NEI AMI	
ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0008 1 Job \$200,000.00 \$200,000.00 Vibration Monitoring FFP FOB: Destination			001			\$255,000.00
0008 1 Job \$200,000.00 \$200,000.00 Vibration Monitoring FFP FOB: Destination						
0008 1 Job \$200,000.00 \$200,000.00 Vibration Monitoring FFP FOB: Destination						
0008 1 Job \$200,000.00 \$200,000.00 Vibration Monitoring FFP FOB: Destination						
Vibration Monitoring FFP FOB: Destination		SUPPLIES/SERVICES				
FOB: Destination	0000		1	300	\$200,000.00	Ψ200,000.00
DUDCHACE DECLIECT MUMDED, W14DCE01512101		FOB: Destination				
PURCHASE REQUEST NUMBER: W16ROE81513181		PURCHASE REQUEST N	NUMBER: W16R0	DE81513181		
NET AMT \$200,000.00					NET AMT	\$200,000.00
ACRN AA CIN: W16ROE815131810001			0001			\$200,000.00

ITEM NO 0009	SUPPLIES/SERVICES Stabilization Mats FFP (Estimated Quantities) FOB: Destination	QUANTITY 3,500	UNIT Linear Foot	UNIT PRICE \$70.00	AMOUNT \$245,000.00
	PURCHASE REQUEST N ACRN AA CIN: W16R0E815131810		DE81513181	NET AMT	\$245,000.00 \$245,000.00
ITEM NO 0010	SUPPLIES/SERVICES Submit As-Built Drawings FFP for Approval (this CLIN is FOB: Destination PURCHASE REQUEST N	s pre-priced)	UNIT Job DE81513181	UNIT PRICE \$50,000.00	AMOUNT \$50,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$50,000.00 \$50,000.00

SUPPLIES/SERVICES ITEM NO QUANTITY UNIT UNIT PRICE **AMOUNT** 0011 \$5,000.00 \$5,000.00 1 Job OPTION

Additional Insurance

FFP

State, County, Town and City in accordance with para "Insurance Procured by

Contractor", section 007300 18

FOB: Destination

NET AMT \$5,000.00

ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2014 3122 000 0000 CCS: 412 E3 2014 08 2421 005870 96303 3200 3C6G6J AMOUNT: \$37,039,250.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	CLIN/SLIN 0001 0002AA 0002AB 0003AA 0003AB 0003AC 0004AA 0004AB 0004AC 0004AB 0004AF 0004AF 0005AA 0005AB 0006 0007 0008	CIN W16ROE815131810001	AMOUNT \$6,525,000.00 \$21,390,000.00 \$150,000.00 \$437,000.00 \$450,000.00 \$100,000.00 \$120,000.00 \$1,320,000.00 \$1,320,000.00 \$2,640,000.00 \$1,375,000.00 \$23,000.00 \$50,000.00 \$165,000.00 \$8,250.00 \$1,536,000.00 \$255,000.00 \$200,000.00
	0009 0010	W16ROE815131810001 W16ROE815131810001	\$245,000.00 \$50,000.00

Section 00 45 00 - Representations and Certifications

CLAUSES INCORPORATED BY REFERENCE

52.204-19 Incorporation by Reference of Representations and Certifications. DEC 2014

52.228-1

52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States.

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

- (c) The amount of the bid guarantee shall be 20% of the bid price or \$3,000,000.00, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	MAY 2014
	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal	OCT 2010
	Transactions	
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement	APR 2014
	To Inform Employees of Whistleblower Rights	
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber	MAY 2011
	Content Paper	
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011

52.204-10	Reporting Executive Compensation and First-Tier	OCT 2018
52 204 12	Subcontract Awards	OCT 2010
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.209-6	Protecting the Government's Interest When Subcontracting	OCT 2015
	With Contractors Debarred, Suspended, or Proposed for	
52 200 0	Debarment	OCT 2010
52.209-9	Updates of Publicly Available Information Regarding	OCT 2018
52 200 10	Responsibility Matters	NOV 2015
52.209-10	Prohibition on Contracting With Inverted Domestic	NOV 2015
50 011 12	Corporations Time Extensions	SED 2000
52.211-13 52.211-18	Variation in Estimated Quantity	SEP 2000 APR 1984
52.214-26	Audit and RecordsSealed Bidding	OCT 2010
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data -	
32.214-27	Modifications - Sealed Bidding	AUG 2011
52.214-28	Subcontracting Certified Cost Or Pricing Data	OCT 2010
32.214-20	ModificationsSealed Bidding	OC 1 2010
52.214-29	Order Of PrecedenceSealed Bidding	JAN 1986
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-	
32.213 11	Modifications	1100 2011
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits	
02.210 10	(PRB) Other than Pensions	
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data	OCT 2010
	Other Than Certified Cost or Pricing Data Modifications	
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 Alt I	Small Business Subcontracting Plan (AUG 2018) Alternate I	NOV 2016
52.219-14	Limitations On Subcontracting	JAN 2017
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime	MAY 2018
	Compensation	
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and	MAY 2014
	Related Regulations	1000
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-19	Child Labor Cooperation with Authorities and Remedies	JAN 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for	APR 2015
50 000 05	Construction Equal Connectionity for Veterana	OCT 2015
52.222-35	Equal Opportunity for Workers with Disabilities	OCT 2015
52.222-36 52.222-37	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37 52.222-40	Employment Reports on Veterans Notification of Employee Rights Under the National Labor	FEB 2016 DEC 2010
JL.LLL-4U	Relations Act	DEC 2010
	Relations Act	

52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-2	Affirmative Procurement of Biobased Products Under Service	
·	and Construction Contracts	2012
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-4	Recovered Material Certification	MAY 2008
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	AUG 2011
50.004.0	While Driving	14312017
52.224-3	Privacy Training	JAN 2017
52.225-9	Buy AmericanConstruction Materials	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
	Infringement	
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	AUG 2018
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment BondsConstruction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
	· · · · · · · · · · · · · · · · · · ·	
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds TransferSystem for Award	OCT 2018
	Management	
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
	Subcontractors	
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment,	APR 1984
32.230-9	Utilities, and Improvements	AI K 1704
52 226 10	Operations and Storage Areas	APR 1984
52.236-10	1 0	
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-5	Payments to Small Business Subcontractors	JAN 2017

52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	OCT 2018
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34		NOV 1991
52.247-34		NOV 1991
52.247-34		NOV 1991
52.248-3	Value Engineering-Construction	OCT 2015
52.249-1 Alt I	Termination for Convenience of the Government (Fixed-	APR 1984
32.219 174111	price) (Short Form) (Apr 1984) - Alternate I	211 10 170 1
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
232.203-7000	Officials	SEI 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	DEC 2009
232.203-7001	Contract-Related Felonies	DEC 2008
252 202 7002		CED 2012
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	J 1	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber	OCT 2016
	Incident Reporting	
252.205-7000	Provision Of Information To Cooperative Agreement Holders	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	OCT 2015
	The Government of a Country that is a State Sponsor of	
	Terrorism	
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2018
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving	JUN 2012
	Reports	
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.232-7010		DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002		DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.239-7001		JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	•	DEC 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
202.211 102T	1 to all carried of 1 tansportation of supplies by sea	

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

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$6,508.00 for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.212-5)
- d. At a time before the project is physically complete but is functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility or project provided that the remaining work to be done ("punchlist") is completed no later than 30 days from the date of transfer. In this case the contractor shall pay liquidated damages for punchlist items not completed in the daily amount of \$[1,627.00] per day commencing after 30 days of project transfer or after date required for project completion (including all extensions), whichever occurs later.[Liquidated damages amount to be supplied by Construction Division]

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

- (3) For long-term contracts--
- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The
- Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (AUG 2018)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at http://www.dol.gov/whd/forms/wh347.pdf. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

- (a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--
- (1) The product cannot be acquired--
- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.
- (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:
- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.
- (b) Information about this requirement and these products is available at http://www.biopreferredgov.
- (c) In the performance of this contract, the Contractor shall--
- (1) Report to http://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
- (2) Submit this report no later than--
- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPADESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall--
- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to

New York District, Contracting Division 26 Federal Plaza, RM 1843 New York, NY 10278

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2016)

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

Caribbean Basin country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

- (1) Means any item of supply (including construction material) that is-
- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

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

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

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but

excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
- (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
- (ii) The construction material is a COTS item.

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

Least developed country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"Free Trade Agreement country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

WTO GPA country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.
- (b) Construction materials.
- (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate ``none"]

- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American statute.
- (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

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

Include other applicable supporting information.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

- (a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.
- (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--
- (i) In accordance with the terms and conditions of a subcontract or invoice; and
- (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
- (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
- (iv) Payments made or amounts payable to subcontractors or suppliers, except for --
- (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
- (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor
- (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the

supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).
- (2) Performance of this contract is endangered by the Contractor's --
- (i) Failure to make progress or
- (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.
- (d) Title.
- (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.
- (3) Each Contractor request for progress payment shall:

- (i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and
- (ii) Include any additional supporting documentation requested by the Contracting Officer.
- (h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall --
- (i) Excuse the Contractor from performance of obligations under this contract or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause
- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
- (1) The amounts included are limited to--
- (i) The unliquidated remainder of financing payments made; plus
- (ii) Any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--
- (i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;
- (ii) Are at least as favorable to the Government as the terms of this clause;
- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
- (ii) Are in conformance with the requirements of FAR 32.504(f); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;
- (ii) Are in conformance with the requirements of FAR 32.504(g); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
- (k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or

funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

- (1) Due date. The designated payment office will make progress payments on the 14th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.
- (m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is 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.

See section 00 73 of the specifications attached

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/vmfara.htm

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Regulation Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--
- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not

relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

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

See Attached Plans and Specs

(End of clause)

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

- (a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.
- (1) 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.
- (2) The remaining 40 percent upon completion of demobilization.
- (b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.
- (1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --
- (i) Actual mobilization costs at completion of mobilization;
- (ii) Actual demobilization costs at completion of demobilization; and
- (iii) The remainder of this item in the final payment under this contract.
- (2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 2009)

- (a) Pursuant to Federal Acquisition Regulation (FAR) 52.232-5, Payments Under Fixed Price Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site shall be limited to:
 - (1) Materials required by the technical provisions; or
 - (2) Materials that have been fabricated to the point where they are identifiable to an item of work required under this contract; or

- (3) Items specifically listed below.
- (b) Payment for materials delivered off-site shall be made only after receipt of paid invoices listing the value of material and labor incorporated in the items along with a canceled check showing the prime contractor's title to the items delivered off site. Payment for materials delivered off-site shall be limited to the following items: [List specific material items to be considered for payment when off-site delivery is made]

(End of clause)

ELECTRONIC SOFTWARE

CONTRACTOR SUPPLY AND USE OF ELECTRONIC SOFTWARE FOR PROCESSING WAGE RATE REQUIREMENTS STATUTE CERTIFIED LABOR PAYROLLS (APR 2011)

- (a) The contractor is encouraged to use a commercially-available electronic system to process and submit certified payrolls electronically to the Government. The requirements for preparing, processing and providing certified labor payrolls are established by the Wage Rate Requirements statute.
- (b) If the contractor elects to use an electronic payroll processing system, then the contractor shall be responsible for obtaining and providing for all access, licenses, and other services required to provide for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with the Wage Rate Requirements statute. When the contractor uses an electronic payroll system, the electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion. If the contractor chooses to use an electronic payroll system, then the contractor shall obtain and provide electronic system access to the Government, as required to comply with the Wage Rate Requirements over the duration of this construction contract. The access shall include electronic review access by the Government contract administration office to the electronic payroll processing system used by the contractor.
- (c) The contractor's provision and use of an electronic payroll processing system shall meet the following basic functional criteria:
 - 1. Commercially available
 - 2. compliant with appropriate Wage Rate Requirements statute payroll provisions in the Federal Acquisition Regulation (FAR);
 - 3. able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract
 - 4. capable of producing an Excel spreadsheet-compatible electronic output of weekly payroll records for export in an Excel spreadsheet to be imported into the contractor's Quality Control System (QCS) version of Resident Management System (RMS), that in turn shall export payroll data to the Government's RMS;
 - 5. demonstrated security of data and data entry rights;
 - ability to produce contractor-certified electronic versions of weekly payroll data;

- 7. ability to identify erroneous entries and track the date/time of all versions of the certified Wage Rate Requirements statute payrolls submitted to the government over the life of the contract:
- capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout. This durable record copy of data from the electronic payroll processing system shall be provided to the Government during contract closeout.
- (d) All contractor-incurred costs related to the contractor's provision and use of an electronic payroll processing service shall be included in the contractor's price for the overall work under the contract. The costs for compliance with the Wage Rate Requirements statute by using electronic payroll processing services shall not be a separately bid or reimbursed item under this contract.

(End of Clause)

EQUIPMENT OWNERSHIP

EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

- (a) This clause does not apply to terminations. See UAI 5152.249-9000, Basis for Settlement of Proposals, and Federal Acquisition Regulation (FAR) part 49.
- (b) Allowable costs for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of Engineer Pamphlet (EP) 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region [insert Roman numeral for the appropriate region of the schedule]. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
- (c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
- (d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the simplified acquisition threshold (SAT), the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of Clause)

SEC 73

SECTION 00 73 00.00 18 SPECIAL CONTRACT REQUIREMENTS 03/15

PART 1 GENERAL

- 1.1 FAR 52.211-10, COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
 - a. The Contractor shall be required to (i) commence work under this contract within five (5) calendar days after the date the Contractor receives the Notice to Proceed, (ii) prosecute the work diligently, and
 - (iii) complete the entire work ready for use, not later than 400 calendar days after the date the Contractor receives the notice to proceed, except in case the Contracting Officer determines that dune planting is not feasible during the construction period, the Contractor shall accomplish such planting in the first planting period following the contract completion date. This action will not operate to extend the performance time for the balance of the work. The time stated for completion shall include final cleanup of the premises..
 - b. Location: The site of work is located in six communities (Ocean Bay Park, Point O'Woods, Cherry Grove, Fire Island Pines, Water Island, and Davis Park) on Fire Island in Suffolk County, NY. The site of the work is within the boundaries of both the Fire Island National Seashore and the Town of Brookhaven, NY. All rules and regulations adopted by the U.S. National Park Service, Brookhaven Township, Suffolk County, and New York State regarding general safety, security, environmental protection, sanitary requirements, etc. shall be observed by the Contractor.
 - c. All work shall be in accordance with the drawings and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject, in every detail, to his supervision, direction, and instructions.
- 1.2 DFARS 236.204, Disclosure of the Magnitude of Construction Projects This project is estimated between \$25,000,000 and \$100,000,000.
- 1.3 GOVERNMENT RESIDENT MANAGEMENT SYSTEM AND CONTRACTOR QUALITY CONTROL SYSTEM (QCS) MODULE

The Government will utilize an in-house Contract Administration program entitled "Resident Management System" (RMS). The Contractor shall utilize a Government furnished Quality Control System (QCS) Programming Module.

See Section 01 45 00.15 10 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE(RMS CM) for requirements.

1.4 PRECONSTRUCTION CONFERENCE

a. The Contracting Officer, or his Representative, will arrange a

preconstruction conference after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

Additionally, a schedule of required submittals will be discussed.

- b. The Contractor shall bring to this conference the following items in either completed or draft form:
 - -The Contractor's order of work
 - -Accident Prevention Plan (See Accident Prevention Clause in Section 00 72 00 and paragraph SAFETY AND HEALTH REQUIREMENTS MANUAL in this Section)
 - -Quality Control Plan (See Section 01 45 00.00 10 QUALITY CONTROL)
 - -Letter appointing Superintendent
 - -List of subcontractors, if any
 - -Environmental Protection Plan (See Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS)

1.5 COORDINATION PERIOD

In addition to contract clause titled PRECONSTRUCTION CONFERENCE, the Contractor shall reserve a 2 workday period of time no later than one month following the contract preconstruction conference for coordination. The Contractor's project management team responsible for this project shall participate. During the 2-day coordination period the Contractor and the Government will exchange information related to the government regulations and procedures, points of contact, relevant design information and general discussion about the execution and coordination of the project. The Contractor shall dedicate his management team for this 2-day coordination period.

1.6 FAR 52.211-12, LIQUIDATED DAMAGES--CONSTRUCTION

- a. If a delay to the NTP date is a result of the Contractor, an extension will not be given. If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$[6,508.00] for each day of delay.
- b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.
- c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.212-5)
- d. At a time before the project is physically complete but is functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility or project provided that the remaining work to be done ("punchlist") is completed no later than 30 days from the date of transfer. In this case the contractor shall pay liquidated damages for punchlist items not completed in the daily amount of \$[1,627.00] per day commencing after 30 days of project transfer or after date required for project completion (including all extensions), whichever occurs later.[Liquidated damages amount to be supplied by Construction Division]
- 1.7 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTORS
 Notwithstanding the clause of this contract entitled "Subcontracts", the

Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

1.8 INSURANCE PROCURED BY CONTRACTOR

- a. The Contractor shall procure and maintain during the entire period of this performance under this contract the attached insurance policies:
 - (1) Commercial General Liability Insurance in limits of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, death, personal injury and property damage, including but not limited to coverage for Broad Form Property Damage. Such coverage shall not contain environmental exclusion clause and there shall be no exclusions for property damage arising out of explosion, collapse or underground property damage hazards and no exclusion for waterfront activities.
 - (2) The policies described above shall be endorsed (i) to include the United States of America, the New York State Department of Environmental Conservation, and Suffolk County as additional insured and (ii) to provide that notice of an occurrence to the insurance company from any insured shall serve as notice from all insured.
 - (3) Maritime Protection and Indemnity Insurance and Chartered Legal Liability Insurance, where applicable, in limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, death, and property damage including coverage for masters and members of crews;
 - (4)) Comprehensive Automobile Liability Insurance in limits of not less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury, death, and property damage covering all owned, non-owned and hired vehicles in connection with the work to be performed in connection with this permit.
 - (5)) Certificates of Insurance evidencing the issuance of all insurance required hereby, and guaranteeing at least thirty (30) days prior notice to the Government of cancellation or non-renewal, shall be delivered to the Contracting Officer, the Fire Island National Seashore, NYS Department of Environmental Conservation, and Suffolk County, prior to entry of the Government's contractors upon the project area, or, in the case of new or renewal policies replacing policies expiring during the period, no later than thirty (30) days before the expiration dates of such expiring policies.
- b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer, the Fire Island National Seashore, NYS Department of Environmental Conservation, and Suffolk County, within 5 calendar days of the award, a certificate or statement of the above required insurance. The policies and the certificate of insurance evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change

in the policies adversely affecting the interests of the United States of America, $\ensuremath{\mathrm{NYS}}$

Department of Environmental Conservation, and Suffolk County in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer , Fire Island National Seashore, NYS Department of Environmental Conservation, and Suffolk County.

- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.
- d. At the Government's direction, the Contractor will be required to submit to the Contracting Officer a certification from the Contractor's insurance carrier that the amount inserted by the Contractor in the item entitled "Additional Cost for Insurance" of the Bid Schedule represents only the additional premium paid by the Contractor as a direct result of the specific insurance requirements of this Section and excludes those premium costs which would have otherwise been incurred by the Contractor.
- e. At the Government's direction, the Contractor shall furnish a computation from his insurance carrier, which sets-forth the elements of the said additional premium, including, but not limited to the following: the additional costs for the NYS Department of Environmental Conservation, and Suffolk County being named as an additional insured broken down by policy type; any other additional costs due to the insurance requirement and the nature thereof.
- f. In this Section, the Contractor shall furnish a computation as to that amount, if any, of the premium costs of their existing insurance coverage they have allocated to the work of this contract. The Contractor shall indicate whether such attribution is pursuant to a standard formula or cost administration practice or was otherwise derived.
- g. The Contractor shall be reimbursed for the actual expense for the additional insurance up to the amount indicated, as substantiated by the information provided by the Contractors insurance carrier. Contractor shall submit the following items to the government for payment and verification and only the actual amount will be reimbursed:
 - 1- Insurance Policies
 - 2- Certification of insurance
 - 3- Proof of payments

Payment for the insurance procured by the Contractor under this paragraph shall be in lump sum or by the job, "Additional Cost for Insurance", (see notes in Bid Schedule)

1.9 PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of

work to be performed under the contract. This percentage may be reduced

by supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

1.10 SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR

The Contractor shall furnish the Contracting Officer and/or his Representative, within five (5) days after award, items of work he will perform with his own forces and the estimated cost of those items. For the purposes of this contract, the percentage of work that must be performed by the Contractor is stated in Section 00 72 00, FAR Clause 52.236-01.

1.11 VETERANS EMPLOYMENT EMPHASIS FOR U.S. ARMY CORPS OF ENGINEERS CONTRACTS

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract.

The following resources are available to assist USACE contractors in their outreach efforts:

Federal Veteran employment information at

http://www.fedshirevets.gov/index.aspx

Department of Labor Veterans Employment Assistance

https://www.dol.gov/vets/

Department of Veterans Affairs-VOW to Hire Heroes Act

http://benefits.va.gov/vow/
Army Wounded Warrior Program-

http://wtc.army.mil/modules/employers/index.html

U.S. Chamber of Commerce Foundation-Hiring Our Heroes

http://www.hiringourheroes.org/

1.12 IMPLEMENTING WARRANTY

Refer to section 01 78 00 CLOSEOUT SUBMITTALS

1.13 TRANS-ATLANTIC SUBMARINE CABLES

Work under this contract will occur in areas known to contain Trans-Atlantic Submarine Cables, and these cables are indicated in Section 00 90 01. Landings and anchor positions to be used must maintain a standoff distance of 500 meters from the cables at all times. The contractor shall coordinate with the United States Coast Guard (USCG) and the cable owner to obtain the Route Property Line and coordinates.

1.14 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 4 copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address

of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certification applies. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfying material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements (ECI 7-670.3)

1.15 VERIFICATION OF SMALL BUSINESS UTILIZATION

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

1.16 BID GUARANTEE

See contract clause entitled BID GUARANTEE in Specifications section 00 72 00 CONTRACT CLAUSES.

1.17 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

See contract clause entitled CONTRACT DRAWINGS AND SPECIFICATIONS in Specifications section 00 72 00 CONTRACT CLAUSES.

For a listing of the contract drawings see Index Drawing.

1.18 RECORD DRAWINGS

See specifications section 01 78 00 CLOSEOUT SUBMITTAL for as-built and Record Drawings requirements for CAD Drafting Standard.

1.19 AVAILABILITY OF CAD DRAWING FILES

Refer to SOURCE DRAWING FILES in specifications section 01 78 00 CLOSEOUT SUBMITTALS.

1.20 PHYSICAL CONDITIONS

Data and information furnished or referred to below is for the Contractor's information only. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. WEATHER CONDITIONS. The site is exposed to the ocean and construction operations will be affected by tide, wind and wave

actions. Real-time

data are available on the world wide web for NOAA National Data Buoy Center Station 44025~(LLNR830) - Long Island 30 NM South of Islip, NY, 40.251N,73.164W at

http://www.ndbc.noaa.gov/station_page.php?station=44025.

- (1) Fog. An examination of the records of the National Centers for Environmental Information at Islip Airport, New York, discloses an average of 34 days per year on which dense fog (visibility of 1/4 mile or less) occurs in the area. The maximum number of days in which dense fog occurred in any month was 8 days in February.
- (2) Winds. Wind conditions on the south shore of Long Island areas, based on historical data maintained by the National Weather Service's National Buoy Center (http://www.ndbc.noaa.gov/station_page.php?station=44025) are as follows:

Month	Average Wind Velocity (KTS)	Peak Wind Gust (KTS)			
Jan.	16.4	20.1			
Feb.	14.9	19.3			
Mar.	13.8	18.0			
Apr.	11.2	13.6			
May	9.5	11.0			
Jun.	9.5	11.3			
Jul.	9.6	11.6			
Aug.	9.8	12.0			
Sep.	11.3	14.2			
Oct.	13.0	6.6			
Nov.	14.0	17.2			
Dec.	16.1	20.6			

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

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

1.21 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) This special contract requirement does not apply to terminations. See USACE Acquisition Instructions (UAI) 52.249-5000, Basis for Settlement of

Proposals, and FAR PART 49.

- (b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region I. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
- (c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36, Rental Costs. Rates for equipment rented from an organization under common control, lease- purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
- (d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the SAT, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

1.22 CRANE AND DRAGLINE SAFETY REQUIREMENTS

In addition to meeting all applicable requirements of OSHA standards and Section 16 of the U. S. Army Corps of Engineers Manual, "Safety and Health Requirements", EM 385-1-1, in effect on the date of the solicitation, all cranes used in performing the work set forth in these specifications shall be equipped with geared boom hoists or otherwise provided with mechanisms which will prevent the booms from failing free. Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanisms for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type backstops to prevent them from overtopping. All cranes shall have a red strobe light and two flags attached to the end of the boom. The flags shall be 18-inches square and international orange in color. The strobe does not need to be flashing during daylight hours or when the boom is lowered to the ground at night. The strobe shall be flashing when operating during weather in which visibility is reduced or when operating at night. The strobe shall remain flashing if the boom remains elevated at night.

1.23 BULLETIN BOARD

Refer to section 01 50 00 TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS,

paragraph BULLETIN BOARD.

1.24 AVAILABILITY AND USE OF UTILITY SERVICES

Refer to section $01\ 50\ 00$ TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS, paragraph AVAILABILITY AND USE OF UTILITY SERVICES.

1.25 NO WAIVER BY GOVERNMENT

The failure of the Government, in any one or more instances, to insist upon the strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

1.26 TIME EXTENSIONS (APR 1984)

a. Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule. (FAR 52.212 6)

b. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:

- 1. This provision specifies the procedure for determination of time extension for usually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:
 - a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
 - b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.
- 2. ADVERSE WEATHER FOR WORK: The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

	MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK										
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3	3	2	1	1	0	1	0	1	0	2	3

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing

throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2 above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

1.27 FIELD OFFICE

Refer to section 01 50 00 TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

1.28 ACCESS AREA

Areas designated on the drawings as "Construction Entrance" shall be used by the Contractor solely for the purpose of access to and from the "Contractor Working Limits". The Contractor shall arrange his use of these access areas so as to minimize interference with the property owners' (or user's) access or normal use.

- 1.29 PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT
 PAYMENTS In addition to the requirements contained in contract
 clause titled
 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS, and PROMPT PAYMENT FOR
 CONSTRUCTION CONTRACTS the following will apply to all payments made under
 this contract:
 - a. At the time of submission of the project schedule, the Contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative will review this breakdown within 30 calendar days after receipt and either advise the Contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved will any payment invoice be accepted from the Contractor. The Contracting Officer can determine it is in the best interest of the Government to make payment without an approved breakdown, however, in no case will more than 10% of the contract amount be paid unless the breakdown is approved.
 - b. The Contractor shall submit requests for payment through submission of a proper invoice to the office or person(s) designated in subparagraph (c). For purposes of payment a "proper invoice" is defined as the following:
 - (1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.

- (2) A properly completed ENG Form 93 and 93a (where required).
- (3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.
- (4) The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" is either a corporate officer, partner, or owner, in the case of a sole proprietorship.
- I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of Chapter 39 of Title 31, United States Code; and
 - (3) This request for progress payments does not include any amounts, which the prime Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract;
 - (4) This certification is not to be construed as final acceptance of a subcontractor's performance; and
 - (5) All required prime and subcontractor payrolls have been submitted.

(Name)		
(Title)		
(Date)		

- c. The Government will designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be so notified at the pre-construction conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the ENG Form 93 and 93a to the Area Engineer.
- d. The Government representative will return any request for payment that is deemed improper within 7 days of receipt and will specify the defects. If the defect concerns a disagreement as to the amount of work performed and/or the amount of the payment being submitted, the Government and the Contractor's representative will meet to resolve the differences and reach agreement. Upon agreement, the Contractor shall submit a new breakdown and ENG Form 93 and 93a and any other submissions requiring correction. These shall be incorporated with the previous submittal and will then constitute

a proper invoice.

- e. If agreement cannot be reached, the Government will determine the proper amount per contract clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a "proper invoice" for prompt payment purposes will not have been submitted to the Government.
- f. The Government will pay the Contractor in accordance with the following time frames:
 - (1) Progress Payments. From the date a "proper invoice" is received, in accordance with subparagraphs b and d, the Government will issue a check within 14 calendar days.
 - (2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government will issue a check within 14 calendar days after the approval of the release to the Contractor by the Contracting Officer or his authorized representative.
 - (3) Final Payment. A final payment request will not be considered valid until the Contractor has fulfilled all contract requirements including all administrative items, as-built drawings, training, payrolls, warranties, etc. and has submitted a release of claims. When the Contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within
 - 30 days from the date of acceptance of the project by the Contracting Officer.
- 1.30 PAYMENTS FOR MATERIALS DELIVERED OFF-SITE (52.232-5000)
 - (a) Pursuant to FAR 52.232-5, Payments Under Fixed Price Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site shall be limited to:
 - (1) Materials which have been approved, if required by the technical provisions; or
 - (2) Materials that have been fabricated to the point where they are identifiable to an item of work required under this contract; or
 - (b) Payment for materials delivered off-site shall be made only after receipt of paid invoices listing the value of material and labor incorporated in the items along with a canceled check showing the prime contractor's title to the items delivered off site.

Payment for materials delivered off-site shall be limited to the following items:

1.31 PROGRESS PAYMENTS

See FAR Clause 52.232-16 PROGRESS PAYMENTS for any item of work in the bid schedule.

1.32 PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this

contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation and DFARS 252.215-7000 (Dec. 1991) as follows:

PRICE ADJUSTMENTS (DEC 2012)

The term "pricing adjustments", as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Certified Cost or Pricing Data-Modifications", "Subcontractor Certified Cost or Pricing Data," and "Subcontractor Certified Cost or Pricing Data- Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

1.33 LABOR-ADDITIONAL REQUIREMENTS

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879, Statement of Compliance, and attached to each weekly payroll.

1.34 CONSTRUCTION PROJECT SIGNS, PUBLIC SAFETY SIGNS

Refer to section 01 50 00 TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS, paragraph "Project and Safety Signs" and 01 58 00 PROJECT IDENTIFICATION, paragraph "PROJECT SIGN." No separate payment will be made for erecting and maintaining the signs and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the signs from the project site.

1.35 VEHICULAR AND OTHER TRAFFIC CONTROL

Refer to section $01\ 50\ 00$ TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS, paragraph TEMPORARY TRAFFIC CONTROL

1.36 UTILITY LOCATION VERIFICATION

Refer to section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS, paragraph "EXCAVATIONS"

1.37 ARTIFACTS, PRESERVATION & PROTECTION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

Refer to section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS, paragraph "PROTECTION OF CULTURAL RESOURCES"

1.38 WORKING CONDITIONS, WORKING HOURS, AND NON-WORKING DAYS Refer to section 01 14 00 WORK RESTRICTIONS

The Contractor shall comply with paragraph 01.c.04 of EM 385-1-1, the U.S. Army Corps of Engineers Safety and Health Requirements Manual, in effect on the date of this solicitation.

1.39 PARTNERSHIP IMPLEMENTATION PLAN

Refer to section 01 30 00 ADMINISTRATIVE REQUIREMENTS, paragraph "PARTNERING."

1.40 DIGGING PERMIT

Refer to section 01 11 00 Summary of Work, paragraph "LOCATION OF

UNDERGROUND UTILITIES."

1.41 COORDINATION MEETING

Refer to section 01 45 00.00 10 QUALITY CONTROL.

1.42 PROGRESS MEETINGS

Refer to specifications section 01 32 01.00 10 PROJECT SCHEDULE, paragraph "WEEKLY PROGRESS MEETINGS."

1.43 SUPERINTENDENCE OF SUBCONTRACTORS

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

1.44 SUBMISSION OF CLAIMS

The following shall be submitted to the Contracting Officer at the following address: US Army Corps of Engineers, New York District, 26 Federal Plaza, Room 1843, NY, NY 10278-0090:

- a. Claims referencing or mentioning the Contracts Disputes Act of 1978.
- b. Request for a written decision by the Contracting Officer.
- c. Claims certified in accordance with the Contract Disputes Act of 1978.

No other Government representative is authorized to accept such a request. A copy shall also be provided to the authorized Contracting Officer's Representative. The Contractor shall also provide the Contracting Officer with a copy of requests for additional time, money, or interpretation of contract requirements which were provided to the authorized representative of the Contracting Officer that have not been resolved after 90 days.

1.45 PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS

In addition to the requirements contained in the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

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

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

- (a) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (b) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of chapter 39 of Title 31, United States Code; and
- (c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(d) All required prime and subcontractor payrolls have been submitted.

(Name)			
(Title)			
(Date)			

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

- d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and/or the amount of the payment being submitted, the Government and the contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the contractor shall submit a new breakdown and Eng Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.
- f. The Government shall pay the contractor in accordance with the following time frames:
 - (1) Progress Payments From the date a "proper invoice" is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check within 14 calendar days.
 - (2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 30 calendar days after the approval of the release to the contractor by the Contracting Officer or his authorized representative.
 - (3) Final Payment. A final payment request shall not be considered valid until the contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 30 days from the date of acceptance of the project by the Contracting Officer.

1.46 COMPLIANCE WITH ENDANGERED SPECIES ACT

Refer to specifications section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS, paragraph "PROTECTION OF NATURAL RESOURCES."

1.47 (S-102) CONTRACTOR SUPPLY AND USE OF ELECTRONIC SOFTWARE FOR PROCESSING DAVIS-BACON ACT CERTIFIED LABOR PAYROLLS (2011)

The contractor is encouraged to use a commercially-available electronic system to process and submit certified payrolls electronically to the Government. The requirements for preparing, processing and providing

certified labor payrolls are established by the Davis-Bacon Act as stated in FAR 52.222-8, PAYROLLS AND BASIC RECORDS and FAR 52.222-13, COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED ACT REGULATIONS.

If the contractor elects to use an electronic Davis-Bacon payroll processing system, then the contractor shall be responsible for obtaining and providing for all access, licenses, and other services required to provide for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with Davis-Bacon and related Act regulations. When the contractor uses an electronic Davis-Bacon payroll system, the electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion. If the contractor chooses to use an electronic Davis-Bacon payroll system, then the contractor shall obtain and provide electronic system access to the Government, as required to comply with the Davis-Bacon and related Act regulations over the duration of this construction contract. The access shall include electronic review access by the Government contract administration office to the electronic payroll processing system used by the contractor.

The contractor's provision and use of an electronic payroll processing system shall meet the following basic functional criteria: commercially available; compliant with appropriate Davis Bacon Act payroll provisions in the FAR; able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract; capable of producing an Excel spreadsheet-compatible electronic output of weekly payroll records (format at http://www.rmssupport.com/guides.aspx) for export in an Excel spreadsheet to be imported into the contractor's Quality Control System (QCS) version of Resident Management System (RMS), that in turn shall export payroll data to the Government's Resident Management System (RMS); demonstrated security of data and data entry rights; ability to produce contractor-certified electronic versions of weekly payroll data; ability to identify erroneous entries and track the data/time of all versions of the certified Davis Bacon payrolls submitted to the government over the life of the contract; capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout. This durable record copy of data from the electronic Davis-Bacon payroll processing system shall be provided to the Government during contract closeout.

All contractor-incurred costs related to the contractor's provision and use of an electronic payroll processing service shall be included in the contractor's price for the overall work under the contract. The costs for Davis-Bacon Act compliance using electronic payroll processing services shall not be a separately bid/proposed or reimbursed item under this contract.

1.48 QUANTITY SURVEYS

- a. The Contractor shall conduct quantity surveys, initial, and final surveys. The data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- b. The Contractor shall conduct the original and final surveys, with the

presence of Government representatives, and make the computations based on them. The Contractor shall conduct the surveys for periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be done by a New York licensed surveyor and subject to approval by the Contracting Officer.

- c. The Contractor shall be responsible to conduct all surveys. The Contractor shall maintain work sections - a pre-construction and final acceptance section surveyed while construction is taking place in between. The Contractor shall make such computations as are necessary to determine the quantities of work performed or finally in place and submit the computation for Government approval.
- d. The Government will verify methodology, equipment and survey control. Any benchmarks established in addition to control provided by the Government shall be field verified by the Government. In addition the Government will conduct periodic field verification of the Contractor's survey.

Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer or his representative. (FAR 52.236-16)

1.49 POST CONSTRUCTION CLEAN UP

Refer to Sections "01 54 00 MOBILIZATION AND DEMOBILIZATION" and "01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS."

1.50 FINAL EXAMINATION AND ACCEPTANCE (APR 1965 OCE)

- a. The entire area within the contract limits will be surveyed for final examination and acceptance.
- b. The cost for all surveys for progress payments shall be borne by the Contractor.
- c. Final 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, and the acceptance of a completed section shall not change the time of payment of the retained percentage of the whole or any part of the work.

1.51 PLANT

The Contractor agrees to keep on the job sufficient plant to meet the requirements of the work. The plant shall be in satisfactory operating condition, capable of safely and efficiently performing the work as set forth in the specifications and be subject to the inspection of the Contracting Officer at all times. No reduction in the capacity of the plant employed on the work shall be made except by written permission of the Contracting Officer. The measure of the capacity of the plant shall be its performance on the work to which these specifications apply.

1.52 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his 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, 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), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

1.53 NAVIGATION AIDS

The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the 1st Coast Guard District, with a copy to the Contracting Officer, not less than 15 days prior to the need for movement. The Contractor shall notify the Coast Guard office of the approximate time of completion of project:

LT Benjamin Duarte, Chief, Waterways Management Division, USCG Sector Long Island Sound, Phone: (203) 468-4596, Fax: (203) 468-4423.

1.54 SEAGOING BARGE ACT (46 USC 395 Et Seq)

The Seagoing Barge Act applies to this project. In the event the low bidder contemplates using plant that requires U.S. Coast Guard certification to comply with this Act, the low bidder shall within five (5) calendar days after bid opening submit a copy of said certificate to the Contracting Officer or his representative. Failure to produce the certificate within the required time shall subject the bidder to a determination of non-responsibility.

1.55 OBSTRUCTION OF CHANNEL

The Government will not undertake to keep any channel free from vessels or other obstructions except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7, of the River and Harbor Act approved August 8, 1917.

The Contractor will be required to conduct the work in such manner as to not obstruct navigation and in case the Contractor's plant so obstructs any channel as to make difficult or endanger the passage of vessel, said plant shall be promptly moved on the approach of any vessel to such extent as may be necessary to afford a practicable passage.

Upon the completion of the work the Contractor shall promptly remove his plant, include ranges, buoys, piles and other marks placed by him under the contract in navigable water or on shore.

1.56 BRIDGE-TO-BRIDGE COMMUNICATIONS

In order that radio contact may be made with passing vessels, all major

vessels and plant, engaged in work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on a single channel very high frequency (VHF), on a frequency of 156.65 MHZ, Channel 13 with low power output having a communication range of approximately ten (10) miles. The frequency has been approved by the Federal Communications Commission.

1.57 OIL TRANSFER OPERATIONS (NAP-1/81)

The Contractor shall assure that oil transfer operations to or from his plant comply with all Federal, State, municipal laws, codes and regulations. Particular attention is invited to 33 CFR Subchapter 0, Pollution. The Contractor shall incorporate in the accident prevention program, submitted in compliance with contract clause ACCIDENT PREVENTION, sufficient information to demonstrate that all fuel transfers will be made in compliance with 33 CFR 156 and any other applicable laws, codes and regulations. (NAP 1/81)

1.58 NOTIFICATION OF WORK

The Contractor shall, 15 days prior to the commencement of work, notify the Federal Aids to Navigation Officer, CWO Kary Moss at 718-354-4117.

1.59 CONTRACT INFORMATION RELEASE

This constitutes notification that, pursuant to CECW-OD Memo, 5 February 1996, "Release of Information - Dredging Projects", plant operation reports, including Engineer Form 27/27A, Report of Operations - Hopper Dredges and Engineer Form 4267, Daily Report of Operations - Pipeline, Dipper or Bucket Dredges, are public information and shall be provided upon proper FOIA request for active and completed contract information. Information will be provided through proper FOIA request procedures.

PART 2 PRODUCT

2.1 Not Used

PART 3 EXECUTION

3.1 Not Used

WAGE RATES

General Decision Number: NY190012 02/15/2019 NY12

Superseded General Decision Number: NY20180012

State: New York aed 02/15/2019

Construction Types: Building, Heavy, Highway and Residential

Counties: Nassau and Suffolk Counties in New York.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/04/2019

1 02/15/2019

ASBE0012-001 01/01/2018

Rates Fringes

12.75

BOIL0005-001 01/01/2017

Rates Fringes
BOILERMAKER\$ 55.23 33%+24.12+a
FOOTNOTE:
a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve
BRNY0001-001 07/01/2018
Rates Fringes
BRICKLAYER\$ 61.37 27.87 MASON - STONE\$ 62.67 30.59
CARP0290-001 07/01/2018
Rates Fringes
Carpenters: Building Nassau County (Portion of county that lies west of Seaford Creek and south of the Southern State Parkway)
Rates Fringes
MILLWRIGHT\$ 52.70 52.61
CARP1556-008 07/01/2018
Rates Fringes
Carpenters: DIVERS TENDERS

CARP1556-011 07/01/2018

Rates Fringes

Carpenters:

TIMBERMEN......\$ 49.10 49.37

* CARP2287-003 07/01/2015

Rates Fringes

CARPENTER

Soft Floor Layers........\$ 50.50 45.23

ELEC0025-001 10/27/2018

Rates Fringes

ELECTRICIAN.....\$ 52.00 16%+25.83

ELEC0025-002 04/28/2018

Rates Fringes

Electricians:

Maintenance Unit.........\$ 43.20 12%+\$17.76

Telephone Unit......\$ 37.48 169

16%+\$18.64

Wiring for single or multiple family dwellings

and apartments up to and

including 3 stories.......\$ 28.65 13%+12.14

ELEC1049-002 04/02/2017

Rates Fringes

Line Construction:

equipment;

Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/ transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and

ELEV0001-002 03/17/2018

Rates Fringes

ELEVATOR MECHANIC

Elevator Constructor.......\$ 64.48 42.103+a+b Modernization and Repair....\$ 50.49 40.399+a+b

FOOTNOTE:

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

b. PAID VACATION: An employee who has worked less than 5 years shall recieve vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENGI0138-001 06/01/2018

BUILDING CONSTRUCTION

Rates Fringes

Power equipment operators:

GROUP 1	\$ 62.53	36.90+a
GROUP 2	\$ 59.27	36.90+a
GROUP 3	\$ 57.09	36.90+a
GROUP 4	\$ 42.98	36.90+a
GROUP 5	\$ 41.03	36.90+a

NOTES:

Hazmat premiums:

Level A 3.50 Level B 2.50 Level C 1.50 Level D 1.00

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

.25

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CASSIFICATIONS

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

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

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

GROUP 4: Compressor, compressor (on crane), compressor (pile work), compressor (stone setting), concrete breaker, concrete saw or cutter, forklift (walk behind, power

operated), generator-pile work, generator, hydra hammer, mechanical compactors (hand operated), oiler (truck crane), pin puller, portable heaters, powerbroom, power buggies, pump (double action diaphgrgm), pump (gypsum), trench machine (hand), welding machine

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

ENGI0138-002 08/01/2018

HEAVY & HIGHWAY

Rates Fringes

Power equipment operators:

GROUP 1	\$ 66.00	37.15+a
GROUP 2	\$ 61.60	37.15+a
GROUP 3	\$ 59.37	37.15+a
GROUP 4	\$ 44.88	37.15+a
GROUP 5	\$ 42.92	37.15+a
GROUP 6	\$ 37.33	12.35+a

NOTES:

Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50
Level D	1.00

Truck and Crawler Cranes long boom premiums:

boom lengths (including jib) 100-149 ft	1.00
boom lenghts (including jib) 150-249 ft	1.50
boom lenghts (including jib) 250-349 ft	2.00
boom lengths (including jib) 350 ft	3.00

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

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Compressor, Compressor on crane, Compressor (pile work), Compressor (stone setting), Concrete Breaker, Concrete Saw or Cutter, Fork Lift (walk behind, power operated), Generator- Pile Work, Generator, Hydra Hammer, Mechanical Compoactors (hand operated), Oiler (truck crane), Pin Puller, Portable Heaters, Powerbroom, Power

buggies, Power Grinders, Pump (double action diaphragm), Pump gypsum, Pump (single action 1 to 3 inches), Trench Machine hand, Welding Machine

GROUP 5: Batching Plant (on site of job), Generator (small), Grinder, Mixer (with skip), Mixer (2 small with or without skip), Mixer (2 bag or over, with or without skip), Mulch Machine, Oiler, Pump (centrifugal, up to 3 inches), Root Cutter, Stump Chipper, Tower Crane (oiler), Track Tamper (2 engineers, each), Tractor (caterpillar or wheel), Vibrator, Work boat (deckhand),

GROUP 6: Well drillers IRON0046-003 07/01/2018 Rates Fringes **IRONWORKER** METALLIC LATHERS AND REINFORCING IRONWORKERS.....\$ 56.28 22.62 IRON0197-001 07/01/2018 Rates Fringes **IRONWORKER** STONE DERRICKMAN.....\$ 49.34 39.46 _____ IRON0361-001 07/01/2018 Rates Fringes IRONWORKER (STRUCTURAL)......\$ 50.70 75.42 IRON0580-001 07/01/2018 **Fringes** Rates IRONWORKER, ORNAMENTAL.....\$ 44.65 53.62 _____ LABO0066-001 07/01/2017 **BUILDING** Fringes Rates Laborers: Laborers.....\$ 36.75 31.94 Plasterers Tenders.......\$ 36.75 31.94

LABO0078-001 12/01/2016

Rates Fringes

LABORERS

BUILDING CONSTRUCTION
ASBESTOS (Removal,
Abatement, Encapsulation
or Decontamination of
asbestos); LEAD; &
HAZARDOUS WASTE LABORERS
(Hazardous Waste,
Hazardous Materials,
Biochemical and Mold
Remediation, HVAC, Duct
Cleaning, Re-spray
Fireproofing, etc)........\$ 36.00

LABO1298-001 06/01/2018

HEAVY & HIGHWAY

Rates Fringes

Laborers:

Asphalt Rakers; Formsetters.\$ 44.68 33.47+a

Asphalt Shovelers, Roller

Boys & Tampers............\$ 43.36 33.47+a Regular Laborers.........\$ 39.35 33.47+a

A. FOOTNOTES:

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

Where the contract provides for night work outside the regular hours of work, the employees shall be paid at straight time plus a 30% night work premium for the 8 hours worked during the night.

Firewatch work performed after regular hours shall be paid an additional 10% premium. Second and Third Shift work will be paid at a 30% premium.

Contractor requesting laborers certified for hazardous material work and/or employed on hazardous material shall be required to pay an additional 10% premium.

PAIN0009-002 05/01/2018

Rates Fringes

PAINTER

GLAZIERS.....\$ 29.05 18.88

Painters, Drywall Finishers.\$ 45.70

27.67

Spray, Scaffold,

Sandblasting......\$ 48.70

27.67

PAIN0806-010 10/01/2018

Rates Fringes

Painters:

Stuctural Steel and Bridge..\$ 49.50 41.88

PAIN1974-002 06/28/2018

Rates Fringes

Painters:

DRYWALL TAPERS/POINTERS.....\$ 47.82 25.21

PLAS0262-003 08/01/2018

Rates Fringes

PLASTERER.....\$ 45.58 26.52

PLAS0780-001 07/01/2018

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 51.97 33.56

PLUM0200-001 11/01/2018

Rates Fringes

PLUMBER

BUILDING CONSTRUCTION:.....\$ 52.48 38.55

RESIDENTIAL CONSTRUCTION:...\$ 29.96 13.41

PLUM0638-001 12/28/2016

Rates Fringes

PLUMBER

SERVICE FITTERS......\$ 26.30 2.55

SPRINKLER FITTERS,

STEAMFITTERS......\$ 61.81 48.30

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial

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

ROOF0154-001 05/01/2017

Rates Fringes

ROOFER.....\$ 40.00 35.62

SHEE0028-002 07/31/2014

Rates Fringes

SHEET METAL WORKER

BUILDING CONSTRUCTION......\$ 50.91 36.70 RESIDENTIAL CONSTRUCTION....\$ 27.22 16.48

.....

TEAM0282-002 07/01/2017

Rates Fringes

TRUCK DRIVER.....\$ 39.685 41.84+a

FOOTNOTES:

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

General Decision Number: NY190001 01/04/2019 NY1

Superseded General Decision Number: NY20180001

State: New York aed 02/15/2019

Construction Type: Heavy Dredging

Counties: New York Statewide.

STATEWIDE

New York

All dredging, except self-propelled hopper dredges, on the Atlantic Coast and tributary waters emptying into the Atlantic Ocean.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/04/2019

* ENGI0025-001 10/01/2017

STATEWIDE

Rates Fringes

Dredging:

CLASS A	\$ 38.18	16.21+a+b
CLASS B1	\$ 33.03	15.80+a+b
CLASS B2	\$ 31.09	15.65+a+b
CLASS C1	\$ 30.24	14.83+a+b
CLASS C2	\$ 29.26	14.75+a+b
CLASS D	\$ 24.30	13.60+a+b

CLASSIFICATIONS:

CLASS A: Lead Dredgeman, Operator, Leverman, Licensed Tug

Operator over 1000 HP.

CLASS B1: Derrick Operator, Spider/Spill Barge Operator,

Engineer, Electrician, Chief Welder, Chief Mate, Fill

Placer, Operator II, Maintenance Engineer, Licensed Boat

Operator. CLASS B2: Certified Welder.

CLASS C1: Mate, Drag Barge Operator, Steward, Assistant Fill

Placer, Welder.

CLASS C2: Boat Operator

CLASS D: Shoreman, Deckhand, Rodman, Scowman, Cook, Messman,

Porter/Janitor, Oiler.

INCENTIVE PAY: (Add to Hourly Rate)

Operator (NCCCO License/Certification) \$1.50 Licensed Tug Operator over 1000 HP (Assigned as Master) (USCG licensed Master of Towing Vessels (MOTV) \$1.50; Licensed Boat Operator (Assigned as lead boat captain) USCG licensed boat operator \$1.00; Engineer (QMED and Tankerman endorsement or licensed engineer (USCG) \$1.50 Oiler (QMED and Tankerman endorsement (USCG) \$1.50; All classifications (Tankerman endorsement only) USCG \$1.25; Deckhand or Mate (AB with Lifeboatman endorsement (USCG) \$1.50; All classifications (lifeboatman endorsement only (USCG) \$1.25; Welder (ABS certification) \$0.50

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day b. VACATION: Eight percent (8%) of the straight time rate, multiplied by the total hours worked.

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

General Decision Number: NY190028 01/04/2019 NY28

Superseded General Decision Number: NY20180028

State: New York aed 02/15/2019

Construction Type: Heavy Dredging

Counties: Bronx, Kings, Nassau, Queens, Richmond, Suffolk and

Westchester Counties in New York.

HOPPER DREDGE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/04/2019

SUNY1993-003 05/24/1993

Rates Fringes

Self-Propelled Hopper Dredge, Drag Tender.....\$ 8.21 -----

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.	
	=

END OF GENERAL DECISION

SOLICITATION, OFF	ER,	1. S	OLICITATION NO.	2. TY	PE OF S	SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
AND AWARD		VV/O-	12DS19B0002	Х	SEALED BID (IFB)		10-Jan-2019	1 OF 86
(Construction, Alteration, o	r Repair)	vvə	203 1900002		NEGOT	IATED (RFP)		TOP 00
IMPORTANT - The "offer"	section o	n th	e reverse must be fully o	compl	eted b	offeror.		
4. CONTRACT NO.			5. REQUISITION/PURCHASE	REQUE	EST NO.		6. PROJECT NO.	
							-	
7. ISSUED BY	О	ODE	W912DS		8. ADI	RESS OFFER TO	(If Other Than Item 7)	ODE
US ARMY CORPS OF ENGINEE 26 FEDERAL PLAZA, RM 1843 NEW YORK NY 10278-0090	RS, NEW`	YORK	:		Se	ee Item 7		
TEL: (917)790-8173			212 -264-3013		TEL:		FAX:	
FOR INFORMATION CALL:	A. NAME					B. TELEPHONE NO.	(Include area code)	(NO COLLECT CALLS)
O ILL.	TRAVIS	J SPI	<u></u>	0		917-790-8177		
			S	OLICI	TATIOI	N .		
NOTE: In sealed bid solici	itations '	'offe	r" and "offeror" mean "	bid" a	nd "bi	dder".		
10. THE GOVERNMENT REQU	JIRES PER	FOR	MANCE OF THE WORK DESC	RIBED	IN THES	SE DOCUMENTS	(Title, identifying	no., date):
Project Title: Fire Island to Mo Crossovers, Ocean Bay Par				land Ini	let to Mo	oriches Inlet (FIMI) C	ontract 3B2: Beachfill and	Ė
1. 100% Unrestricted Full and	d Open Co	ompe	tition with Hub Zone Price Ev	/aluatio	on prefe	rence.	• 4.	
2. NAICS Code 237990, Size	Standard	\$27	500,000.00					
3. Project Magnitude Range:	Betw een	\$25,	000,000 to \$100,000,000.00					
4. Submit Bids not later than US Army Corps of Engineers New York District, Contractir 26 Federal Plaza, New York,	s ng Divisior	ı, Ro	om 1843					
Due to heightened security a in order to have their bids de						o allow ample time t	o get through the security	/ checkpoint
5. Contract Specialist is Trav	is Specht	, trav	is.j.specht@usace.army.mil			•		
11. The Contractor shall begin	performa	nce	w ithin5 calendar day	ve and	comple	te it within 400	oglonder dave after re	
			within calcidat day	datory	$\overline{\Box}$		_ calendar days after re Spec 1.1(a)	serving)
12 A. THE CONTRACTOR MUS	ST FURNIS	IA H	Y REQUIRED PERFORMANC	EAND			12B. CALENDAR	DAYS
(If "YES," indicate within how many calendar days after award in Item 12B.) X YES NO								
13. ADDITIONAL SOLICITATIO	N REQUIR	EME	√TS: 26 March 2019			5		
A. Sealed offers in original ar local time 12 Feb 2019	A. Sealed offers in original and 2eepies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour)							
B. An offer guarantee X is,			juired.					
C. All offers are subject to the								-
D. Offers providing less than90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.								

		SOLICITA	TION, OFFER	15	•	tinued)					
						Alteration, or Repair) Must be fully completed by offeror)					
14. NAME AND ADD	RESS OF OF	FEROR	(Include ZIP			15. TELEPHONE NO. (Include area code)					
Weeks Mari	no Inc			,		875-2500	Fax No	.: (985) 875	5-2570		
304 Gaille D	rive				16. REMITTA	NCE ADDRES	SS (Include	only if differen	t than Item	14)	
Innwoods B					\$/e/e/lite/hh	/1/4 Weel	ks Marine,	Inc.			
Covington, I	Louisiana	70433				4 Co	mmerce D	rive			
CODE 1RHV3	F	ACILITY CO	DE 18960	1636		Cran	ford, New	Jersey 070)16-359	8	
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.) AMOUNTS SEE SCHEDULE OF PRICES											
18. The offeror agre	es to furnish	n any require	ed performano	ce and payment I	onds.			*		~	
				9. ACKNOWLED		MENDMENTS					
		(The offero	or acknowledges	receipt of amendme	ents to the solid	itation – give n	umber and date of	of each)			
AMENDMENT NO.	0001	0002	0003	0004	0005	0006	0007				
DATE	1/29/19	2/28/19	3/11/19	3/12/19	3/15/19	3/1/9/19	3/21/19				
20A. NAME AND TIT OFFER (Type or p				I r Vice Presio	20B. SIGNAT lent	TURE .		20	10. OFFER	DATE 19	
			AWA	ARD (To be con	mpleted by (Government)		,		
21. ITEMS ACCEPTE SEE CONTINUA		=				a a					
22. AMOUNT \$37,039,250.00			NTING AND AI CONTINUAT	PPROPRIATION D	DATA						
24. SUBMIT INVOICE	S TO ADDRE	ESS SHOWN	IIN	ITEM	25. OTH	ER THAN FUL	L AND OPEN (COMPETITION P	URSUANT	TO	
(4 copies unless otherw	ise specified)					l.S.C. 2304(c)		41 U.S.C. 25			
26. ADMINISTERED E	3Y	CODE	W912	DS	27. PAY	MENT WILL BI	EMADEBY:	CODE	9641	45	
U.S. Army Corp Metro East Resi 2545 Hempstea East Meadow N	dency Offic d Turnpike				Attn: 5722		/e	gton ayable Branch			
		CONTR	RACTING OF	FICER WILL CO	MPLETE ITE	M 28 OR 29 A	AS APPLICAB	LE			
28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.			Your offe summates	er on this solicita s the contract, v r, and (b) this co	ation, is hereby a which consists o	quired to sign this accepted as to the f (a) the Governm of further contract	e items liste ent solicitat				
30A. NAME AND TIT TO SIGN <i>(Type or p</i>	LE OF CONTI print)	RACTOR OF	R PERSON AU	THORIZED		s P. Emanue		(Type o	or print)		
30B. SIGNATURE		3	OC. DATE		TEL: (917	7) 790-8069	EMA	IL: Nicholas.P.E	manuel@usa	ce.army.mil	
					31B. UNI	TED STATES (OF AMERICA		31C. AV	/ARD DATE 2019	

From: Melody Treme MATreme@WeeksMarine.Com Subject: [Non-DoD Source] RE: FIMI Funding Type

Date: May 16, 2019 at 2:35 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

MT

I was curious what agency (or agencies) in particular were involved in the funding.

Thanks, Melody

----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil>

Sent: Thursday, May 16, 2019 1:25 PM

To: Melody Treme < MATreme@WeeksMarine.Com>

Subject: FIMI Funding Type

CAUTION: EXTERNAL SENDER

PL 113-2 Sandy Funds

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District

Phone: 917-790-8069 Fax: 212-264-3013

This email may contain confidential material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this message in error, please notify the sender by reply e-mail or contact the Weeks Marine IT Department at ITGroup@weeksmarine.com, and delete this message, along with any attachments, from your computer.

From: Melody Treme MATreme@WeeksMarine.Com @

Subject: [Non-DoD Source] RE: NTP - W912DS19C0010 for Fire Island Inlet to Moriches Inlet (FIMI) Contract #3B2

(UNCLASSIFIED)

Date: May 16, 2019 at 3:07 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Cc: SJChatry@weeksmarine.com, crbrousard@weeksmarine.com crbroussard@weeksmarine.com, Matthew T. Henry

MTHenry@WeeksMarine.Com, Joseph M. Mazzarella JMMazzarella@WeeksMarine.Com, Mike Peacock

dmpeacock@weeksmarine.com, Miguel A. Cruz MACruz@WeeksMarine.Com, Guy Guidry GMGuidry@WeeksMarine.Com,

Jennifer Brisolara JCBrisolara@WeeksMarine.Com

Attached please find the signed NTP for Contract W912DS19C0010.

Thank you, Melody Treme Weeks Marine, Inc. 985-875-2526

----Original Message----

From: Emanuel, Nicholas CIV USARMY CENAN (US) <Nicholas.P.Emanuel@usace.army.mil>

Sent: Thursday, May 16, 2019 11:59 AM

To: Melody Treme <MATreme@WeeksMarine.Com>

Subject: FW: NTP - W912DS19C0010 for Fire Island Inlet to Moriches Inlet (FIMI) Contract #3B2 (UNCLASSIFIED)

Importance: High

CAUTION: EXTERNAL SENDER

-----Original Message-----

From: Chahary, Monica C CIV USARMY CENAN (USA)

Sent: Thursday, May 16, 2019 12:56 PM

To: crbrousard@weeksmarine.com <crbroussard@weeksmarine.com>

Cc: Belinda Crawford <BCrawford@WeeksMarine.Com>; Emanuel, Nicholas CIV USARMY CENAN (US)

<Nicholas.P.Emanuel@usace.army.mil>; VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (US)

<Robert.A.Vohden@usace.army.mil>

Subject: NTP - W912DS19C0010 for Fire Island Inlet to Moriches Inlet (FIMI) Contract #3B2 (UNCLASSIFIED)

Importance: High

CLASSIFICATION: UNCLASSIFIED

Dear Mr. Broussard.

Please see attached Notice to Proceed in reference to W912DS19C0010 for Fire Island Inlet to Moriches Inlet (FIMI) Contract #3B2, Beachfill and Crossovers, Ocean Bay Park to Davis Park, Suffolk County, NY.

Also included for reference: contract and award letter. Please let me know if you have any questions.

Thank you,

Monica Chahary Contract Specialist U.S. Army Corps of Engineers New York District

Phone: 917-790-8182 Fax: 212-264-3013

CLASSIFICATION: UNCLASSIFIED

This email may contain confidential material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this message in error, please notify the sender by reply e-mail or contact the Weeks Marine IT Department at ITGroup@weeksmarine.com, and delete this message, along with any attachments, from your computer.



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

МТ

CENAN-CT 16 May 2019

Subject: Contract No. W912DS19C0010 (initiated under IFB No. W912DS19B0002), Fire Island Inlet to Moriches Inlet (FIMI) Contract 3B2, Ocean Bay Park to Davis Park, Suffolk County, NY

Weeks Marine, Inc. Attn: Chuck Broussard 304 Gaille Drive Innwoods Business Park Covington, LA 70433

Dear Mr. Broussard:

You are directed to commence work under the above referenced project within **five (5)** calendar days from the receipt date of this Notice to Proceed and to complete all work within **400 calendar days** as prescribed in FAR clause 52.211-10 Commencement, Prosecution and Completion of Work and the contract Specifications.

The following items are to be submitted before Commencement of Construction:

- Order of Work
- Accident Prevention Program (per FAR clause 52.236-13)
- 3. Site Safety Layout Plan
- 4. Quality Control Plan
- 5. Letter Appointing Superintendent
- List of Subcontractors
- 7. Environmental Protection Plan
- 8. Process Schedule
- Submittal Register
- 10. List of Proposed Products
- 11. Work Plan

Please acknowledge receipt of this Notice to Proceed by completing the bottom portion of this original and returning it promptly to U.S. Army Corps of Engineers, ATTN: Monica Chahary, Contracting Division, Rm 1843, 26 Federal Plaza, New York, NY 10278-0090.

Sincerely,

EMANUEL.NICHO EMANUELACIONALI 120400148 LAS. 1.298804880 Dune 201908.16 120425 0100

Nicholas Emanuel Contracting Officer

Receipt Acknowledged:

Signature: J. Stephen Chatry

Title: Senior Vice President

Date: May 16, 2019

From: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Subject: FIMI Funding Type Date: May 16, 2019 at 2:24 PM
To: Melody Treme MATreme@WeeksMarine.Com

PL 113-2 Sandy Funds

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District

Phone: 917-790-8069 Fax: 212-264-3013



From: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Subject: FW: NTP - W912DS19C0010 for Fire Island Inlet to Moriches Inlet (FIMI) Contract #3B2 (UNCLASSIFIED)

Date: May 16, 2019 at 12:58 PM

To: Melody Treme MATreme@WeeksMarine.Com



----Original Message-----

From: Chahary, Monica C CIV USARMY CENAN (USA)

Sent: Thursday, May 16, 2019 12:56 PM

To: crbrousard@weeksmarine.com <crbroussard@weeksmarine.com>

Cc: Belinda Crawford <BCrawford@WeeksMarine.Com>; Emanuel, Nicholas CIV USARMY CENAN (US)

<Nicholas.P.Emanuel@usace.army.mil>; VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (US)

<Robert.A.Vohden@usace.army.mil>

Subject: NTP - W912DS19C0010 for Fire Island Inlet to Moriches Inlet (FIMI) Contract #3B2 (UNCLASSIFIED)

Importance: High

CLASSIFICATION: UNCLASSIFIED

Dear Mr. Broussard,

Please see attached Notice to Proceed in reference to W912DS19C0010 for Fire Island Inlet to Moriches Inlet (FIMI) Contract #3B2, Beachfill and Crossovers, Ocean Bay Park to Davis Park, Suffolk County, NY.

Also included for reference: contract and award letter. Please let me know if you have any questions.

Thank you,

Monica Chahary Contract Specialist U.S. Army Corps of Engineers New York District Phone: 917-790-8182

Fax: 212-264-3013

CLASSIFICATION: UNCLASSIFIED



PDF

W912DS19C001 Award 0.pdf Letter_...ine.pdf



DEPARTMENT OF THE ARMY

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

CENAN-CT 16 May 2019

Subject: Contract No. W912DS19C0010 (initiated under IFB No. W912DS19B0002), Fire Island Inlet to Moriches Inlet (FIMI) Contract 3B2, Ocean Bay Park to Davis Park, Suffolk County, NY

Weeks Marine, Inc. Attn: Chuck Broussard 304 Gaille Drive Innwoods Business Park Covington, LA 70433

Dear Mr. Broussard:

You are directed to commence work under the above referenced project within **five** (5) calendar days from the receipt date of this Notice to Proceed and to complete all work within **400 calendar days** as

prescribed in FAR clause 52.211-10 Commencement, Prosecution and Completion of Work and the contract Specifications.

The following items are to be submitted before Commencement of Construction:

- 1. Order of Work
- 2. Accident Prevention Program (per FAR clause 52.236-13)
- 3. Site Safety Layout Plan
- 4. Quality Control Plan
- 5. Letter Appointing Superintendent
- 6. List of Subcontractors
- 7. Environmental Protection Plan
- 8. Process Schedule
- 9. Submittal Register
- 10. List of Proposed Products
- 11. Work Plan

Please acknowledge receipt of this Notice to Proceed by completing the bottom portion of this original and returning it promptly to U.S. Army Corps of Engineers, ATTN: Monica Chahary, Contracting Division, Rm 1843, 26 Federal Plaza, New York, NY 10278-0090.

Sincerely,

EMANUELNICHO | Digitally signed by | BMNUEL NICHOLAS - 13 988 948 80 | Date | 20 19 05 16 12 94 25 - 94 20 |

Nicholas Emanuel Contracting Officer

Receipt Acknowledged:
Signature:
Title:
Date:

SOLICITATION, OF	FER, 1.5	SOLICITATION NO.	2. TY	PE OF	SOLICITATION	3. DATE	E ISSUED	PAGE OF	PAGES
AND AWARD	\ ws	912DS19B00020009		SEALE	DBID (IFB)	19-Apr	-2019	1 OF	92
(Construction, Alteration, o	r Repair)			NEGOT	NATED (RFP)				~-
IMPORTANT - The "offer"	section on t	he reverse must be	fully compl	eted b	y offeror.				
4. CONTRACT NO.		5. REQUISITION/PUR	CHASE REQUE	EST NO		6. PRO	DJECT NO.		
W912DS19C0010		W16ROE81513181							
7. ISSUED BY	CODE	W912DS		8. AD	DRESS OFFER TO	(If Othe	er Than Item 7) C	ODE	
US ARMY CORPS OF ENGINEE 26 FEDERAL PLAZA, RM 1843 NEW YORK NY 10278-0090	RS, NEW YOR	к		s	ee Item 7				
TEL: (917)790-8173	FAX	(: 212 -264-3013		TEL	:		FAX:		
9. FOR INFORMATION	A. NAME				B. TELEPHONE NO	O. (Inc	lude area code)	(NO COL	LLECT CALLS)
CALL:	MONICA C C	HAHARY			917-790-8182				
			SOLICI	TATIO	N				
NOTE: In sealed bid solic	itations "off	er" and "offeror" n	nean "bid" a	nd "bi	idder".				
10. THE GOVERNMENT REQU							(Title, identifying	no., date):	
Project Title: Fire Island to Mo Crossovers, Ocean Bay Pa			: Fire Island Inl	let to M	loriches Inlet (FIMI)	Contract	3B2: Beachfill and	d	
1. 100% Unrestricted Full an	d Open Comp	etition w ith Hub Zone	Price Evaluation	on pref	erence.				
2. NAICS Code 237990, Size	Standard \$2	7,500,000.00							
3. Project Magnitude Range:	Betw een \$25	,000,000 to \$100,000	,000.00						
Submit Bids not later than US Army Corps of Engineers New York District, Contracti Federal Plaza, New York	s ng Division, R	oom 1843							
Due to heightened security a in order to have their bids d					to allow ample time	to get th	rough the security	y checkpoir	nt
5. Contract Specialist is Trav	ris Specht, tra	vis.j.specht@usace.a	ırmy.mil						
11. The Contractor shall begin	performance	w ithin5 caler	ndar days and	comple	ete it w ithin 400	calen	dar days after re	ceiving	
aw ard, X notice to pro	ceed. This pe	rformance period is	X mandatory	,	negotiable. (See	Spec 1.	1(a))	
12 A. THE CONTRACTOR MU				PAYN	MENT BONDS?		12B. CALENDAR	DAYS	
(If "YES," indicate within how	many carend	ar days alter award in	item 12B.)				10		
13. ADDITIONAL SOLICITATION	N REQUIREM	ENTS:							
A. Sealed offers in original and copies to perform the work required are due at the place specified in Item 8 by (hour) local time 26 Mar 2019 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.									
B. An offer guarantee X is	, is not re	equired.							
C. All offers are subject to the								-	
D. Offers providing less than90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.									

	SOLICITATION, OFFER, AND AWARD (Continued)										
				(Construction		<u> </u>	al har affaran	.1			
		FFFDOD	/lastuda 710			(Must be fully completed by offeror)					
14. NAME AND ADDI WEEKS MARINE, INC. BELINDA B. DUFRENE		FFERUR	(Include ZIP	Code)	15. TELEPH 504-461-92	•	nclude area d	code)			
304 GAILLE DR COVINGTON LA 70433					16. REMITTA	ANCE ADDRES	SS (Includ	e only if differ	ent than Item	14)	
	0.20				See Item	14					
CODE 1RHV3	F	ACILITY CO	ODE								
17. The offeror agre	vernment in	w riting w ith	hin	calendar days at	fter the date of	offers are due	e. (Insert a	any number ed	qual to or gre		
the minimum require	emenis siai	ea m nem 1	3D. Fallule l	o msert any numi	per means un	e oneror acce	pis ine minin	num m nem 1.	3D.)		
AMOUNTS SE	E SCHEDUL	E OF PRICE	S								
18. The offeror agre	es to furnis	h any requi	red performan	ce and payment	bonds.						
				19. ACKNOWLED	GMENT OF A	MENDMENTS					
		(The offer	ror acknowledge	s receipt of amendm	ents to the soli	citation give n	umber and date	of each)			
AMENDMENT NO.											
DATE											
20A. NAME AND TITI OFFER (Type or p.		SON AUTHO	PRIZED TO SIG	N	20B. SIGNA	TURE			20C. OFFER	DATE	
			AW	ARD (To be co.	mpleted by	Government	·)				
21. ITEMS ACCEPTED	D:										
SEE SCI	HEDL	JLE									
22. AMOUNT		23. ACCOL	JNTING AND A	PPROPRIATION [DATA						
\$37,039,250.00		See Sche	dule								
24. SUBMIT INVOICE	S TO ADDR	ESS SHOW	/N IN	ITEM	25. OTH	HER THAN FUL	L AND OPEN	COMPETITION	N PURSUANT	ТО	
(4 copies unless otherw	ise specified))			☐10 U	10 U.S.C. 2304(c) 41 U.S.C. 253(c)					
26. ADMINISTERED E	3Y	COE	DE			MENT WILL B		CODE	964145		
See Item 7					ATTN: CEI 5722 INTE	NANCE CENTER FC-AO-P, ACCOUI GRITY DRIVE DN TN 38054-5005		ANCH			
		CONT	RACTING OF	FICER WILL CO	MPLETE ITE	EM 28 OR 29	AS APPLICAL	BLE			
28. NEGOTIATED	AGREEME	NT (Cont	ractor is required	d to sign this	29.	AWARD (Con	ntractor is not re	equired to sign t	his document.)		
document and return	-	_		=				•		d. This award con-	
to furnish and deliver a	•							of (a) the Gove No further contr			
on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be			necessar		ontract awara.	ivo ruitiioi oonti	dotaar doodino				
governed by (a) this contract award, (b) the solicitation, and (c) the clauses,											
representations, certificence in or attached to		specifications	or incorporated	by refer-							
30A. NAME AND TITI TO SIGN (Type or p	LE OF CONT	TRACTOR C	OR PERSON A	UTHORIZED		E OF CONTRACT			pe or print)		
30B. SIGNATURE			30C. DATE		TEL: 917-	-790-8069	EM	AIL: nicholas	.p.emanuel@us	sace.army.mil	
			JUC. DATE		31B. UN	TED STATES	OF AMERICA		31C. AV	VARD DATE	
					BY	11			19-Apr	-2019	

NSN 7540-01-155-3212 **STANDARD FORM 1442 BACK** (REV. 4-85)

CONTINUATION PAGE

PROJECT TITLE & LOCATION: Fire Island Inlet to Moriches Inlet (FIMI) Contract 3B2,

Ocean Bay Park to Davis Park, Suffolk County, NY

SOLICITATION: W912DS19B0002 **CONTRACT**: W912DS19C0010 **CONTRACTOR:** Weeks Marine, Inc.

AMENDMENTS:

Amendment 0001 was issued on 31 January 2019 Amendment 0002 was issued on 28 February 2019 Amendment 0003 was issued on 11 March 2019 Amendment 0004 was issued on 12 March 2019 Amendment 0005 was issued on 15 March 2019 Amendment 0006 was issued on 19 March 2019 Amendment 0007 was issued on 21 March 2019

WAGE DETERMINATIONS:

General Decision Number: NY190012 02/15/2019 NY12 General Decision Number: NY190001 01/04/2019 NY1 General Decision Number: NY190028 01/04/2019 NY28

BLOCK 21, ITEMS ACCEPTED:

Accepted: CLINS 0001 – 0011

Accepted and Awarded: CLINS 0001 - 0010

Sub-Contracting Plan Accepted

BLOCK 22, AMOUNT:

Total Award Amount:

Thirty-Seven Million Thirty-Nine Thousand Two-Hundred Fifty Dollars (\$37,039,250.00)

ACCOUNTING AND APPROPRIATED DATA:

Purchase Request: W16ROE81513181

Line items 0001 and 0010 are funded by:

AA: 096 NA X 2014 3122 000 0000 CCS: 412 E3 2014 08 2421 005870 96303 3200 3C6G6J

AMOUNT: \$37,039,250.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W16ROE815131810001	\$6,525,000.00
	0002AA	W16ROE815131810001	\$21,390,000.00
	0002AB	W16ROE815131810001	\$150,000.00
	0003AA	W16ROE815131810001	\$437,000.00
	0003AB	W16ROE815131810001	\$450,000.00
	0003AC	W16ROE815131810001	\$100,000.00
	0004AA	W16ROE815131810001	\$120,000.00
	0004AB	W16ROE815131810001	\$1,320,000.00

0004AC	W16ROE815131810001	\$2,640,000.00
0004AD	W16ROE815131810001	\$1,375,000.00
0004AE	W16ROE815131810001	\$23,000.00
0004AF	W16ROE815131810001	\$50,000.00
0005AA	W16ROE815131810001	\$165,000.00
0005AB	W16ROE815131810001	\$8,250.00
0006	W16ROE815131810001	\$1,536,000.00
0007	W16ROE815131810001	\$255,000.00
8000	W16ROE815131810001	\$200,000.00
0009	W16ROE815131810001	\$245,000.00
0010	W16ROE815131810001	\$50,000.00

TOTAL OBLIGATION AT AWARD: \$37,039,250.00

Section 00 10 00 - Solicitation

BID SCHEDULE NOTES

TOTALS:

TOTAL BASE – NO OPTIONS (ITEMS 0001 thru 0010)

\$ 37,039,250.00

TOTAL OPTION (ITEM 0011)

\$ 5,000.00

TOTAL BASE PLUS OPTION (ITEMS 0001 thru 0011)

\$__37,044,250.00_

NOTES:

- 1. Tapering are included in the items and exact locations are on the plan sheets.
- 2. Low bidder for the purpose of award will be the conforming bidder offering the lowest amount for the total base bid and optional bid items.
- 3. Any bid which is materially unbalanced may be rejected. An unbalanced bid is one, which is based on the prices significantly less than cost for some work and prices, which are significantly overstated for other work.
- 4. Bidders are required to bid on all items or their bids will be rejected.
- 5. Bidders are reminded that they must bid on the issued plans and specifications as amended. Any deviations, conditions, or attachments made by the bidder himself thereto may render the bid non-responsive and may be caused for its rejection.
- 6. All work is to commence within 5 days of the Notice to Proceed date and conclude within 400 days of the Notice to Proceed.
- 7. Option may be exercised within 60 days of base item NTP. Option is concurrent with base period of performance.
- 8. Contractor shall complete the Record ("As-Built") CAD submittal as required by Specification Section 01 78 00 CLOSEOUT SUBMITTALS for Record Drawings ("As-Built") Requirements and Section 01 12 00 DESIGN AND RECORD DRAWING REQUIREMENTS for CADD standards and compliance.

ITEM NO 0001	SUPPLIES/SERVICES Mobilization/Demobilizati FFP FOB: Destination PURCHASE REQUEST N		UNIT Job DE81513181	UNIT PRICE \$6,525,000.00	AMOUNT \$6,525,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$6,525,000.00 \$6,525,000.00
ITEM NO 0002	SUPPLIES/SERVICES Sand Placement FFP	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
ITEM NO 0002AA	SUPPLIES/SERVICES Hydraulic Beach Fill FFP STA 456+66 to STA 903+ FOB: Destination PURCHASE REQUEST N		,	UNIT PRICE \$9.30	AMOUNT \$21,390,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$21,390,000.00 \$21,390,000.00

ITEM NO 0002AB	SUPPLIES/SERVICES	QUANTITY 1,000	UNIT Cubic Yard	UNIT PRICE \$150.00	AMOUNT \$150,000.00
	Sand Placement by hand FFP at 81DW (Heaton), 83DW Quantities) FOB: Destination PURCHASE REQUEST N		T (Vasey) (ct3	A). (Estimated	
				NET AMT	\$150,000.00
	ACRN AA CIN: W16ROE815131810	001			\$150,000.00
ITEM NO 0003	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Demolition and Disposal FFP				
				NET AMT	\$0.00

ITEM NO 0003AA	SUPPLIES/SERVICES Existing Crossover FFP FOB: Destination PURCHASE REQUEST 1	QUANTITY 38 NUMBER: W16R0	UNIT Each DE81513181	UNIT PRICE \$11,500.00	AMOUNT \$437,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$437,000.00 \$437,000.00
ITEM NO 0003AB	SUPPLIES/SERVICES Bulkhead Wall FFP at 386FP (Dunkelman) (ct (Boskind), 408FP (Pfeifle 435FP (Gersch) 396FP (T FOB: Destination PURCHASE REQUEST 1), 413FP (DeFalco ortora)	& Matthews),		AMOUNT \$450,000.00
	ACRN AA	0001		NET AMT	\$450,000.00 \$450,000.00

CIN: W16ROE815131810001

ITEM NO 0003AC	SUPPLIES/SERVICES Existing Debris on Beach FFP (Estimated Quantities) FOB: Destination PURCHASE REQUEST 1	QUANTITY 100 NUMBER: W16R	UNIT Short Ton OE81513181	UNIT PRICE \$1,000.00	AMOUNT \$100,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$100,000.00 \$100,000.00
ITEM NO 0004	SUPPLIES/SERVICES PED Crossovers FFP - Base CLIN	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
ITEM NO 0004AA	SUPPLIES/SERVICES PED Crossover FFP - Type A FOB: Destination PURCHASE REQUEST 1	1	UNIT Each	UNIT PRICE \$120,000.00	AMOUNT \$120,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$120,000.00 \$120,000.00

ITEM NO 0004AB	SUPPLIES/SERVICES PED Crossover FFP - Type B FOB: Destination PURCHASE REQUEST N	QUANTITY 11 NUMBER: W16RO	UNIT Each DE81513181	UNIT PRICE \$120,000.00	AMOUNT \$1,320,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$1,320,000.00 \$1,320,000.00
ITEM NO 0004AC	SUPPLIES/SERVICES PED Crossover FFP - Type C FOB: Destination PURCHASE REQUEST N	QUANTITY 22 NUMBER: W16RO	UNIT Each DE81513181	UNIT PRICE \$120,000.00	AMOUNT \$2,640,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$2,640,000.00 \$2,640,000.00

ITEM NO 0004AD	SUPPLIES/SERVICES PED Crossover FFP - Type E FOB: Destination PURCHASE REQUEST N	QUANTITY 5 NUMBER: W16R0	UNIT Each DE81513181	UNIT PRICE \$275,000.00	AMOUNT \$1,375,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$1,375,000.00 \$1,375,000.00
ITEM NO 0004AE	SUPPLIES/SERVICES Galvanized Metal Handrai FFP at Saltaire and Kismet (ct2 FOB: Destination PURCHASE REQUEST N). (Estimated Qua	•	UNIT PRICE \$40.00	AMOUNT \$23,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$23,000.00 \$23,000.00

ITEM NO 0004AF	SUPPLIES/SERVICES Trim existing bolts on FFP all ADA-accessible crosso FOB: Destination PURCHASE REQUEST N			UNIT PRICE \$100.00 (ct3A)	AMOUNT \$50,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$50,000.00 \$50,000.00
ITEM NO 0005	SUPPLIES/SERVICES Vehicle Crossovers FFP	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
ITEM NO 0005AA	SUPPLIES/SERVICES Construction of Crossover FFP FOB: Destination PURCHASE REQUEST N		UNIT Each OE81513181	UNIT PRICE \$55,000.00	AMOUNT \$165,000.00
	ACRN AA CIN: W16ROE815131810	0001		NET AMT	\$165,000.00 \$165,000.00

ITEM NO 0005AB	SUPPLIES/SERVICES	QUANTITY 825	UNIT Square Yard	UNIT PRICE \$10.00	AMOUNT \$8,250.00
	Geotextile FFP (Estimated Quantities)				
	FOB: Destination PURCHASE REQUEST 1	NUMBER: W16R0	DE81513181		
				NET AND	
				NET AMT	\$8,250.00
	ACRN AA CIN: W16ROE815131810	0001			\$8,250.00
ITEM NO 0006	SUPPLIES/SERVICES Dune Planting FFP	QUANTITY 48	UNIT Acre	UNIT PRICE \$32,000.00	AMOUNT \$1,536,000.00
	(Estimated Quantities) FOB: Destination PURCHASE REQUEST N	NUMBER: W16R0	DE81513181		
				NET AMT	\$1,536,000.00
	ACRN AA CIN: W16ROE815131810	0001			\$1,536,000.00

ITEM NO 0007	SUPPLIES/SERVICES	QUANTITY 25,500	UNIT Linear Foot	UNIT PRICE \$10.00	AMOUNT \$255,000.00
	Sand Fence FFP				
	(Estimated Quantities) FOB: Destination PURCHASE REQUEST N	JUMBER: W16R0	DE81513181		
				NET AMT	¢255,000,00
				NET AMT	\$255,000.00
	ACRN AA CIN: W16ROE815131810	001			\$255,000.00
ITEM NO 0008	SUPPLIES/SERVICES	QUANTITY 1	UNIT Job	UNIT PRICE \$200,000.00	AMOUNT \$200,000.00
0000	Vibration Monitoring FFP	•		\$200,000.00	Ψ200,000.00
	FOB: Destination				
	PURCHASE REQUEST N	NUMBER: W16R0	DE81513181		
				NET AMT	\$200,000.00
	ACRN AA CIN: W16ROE815131810	001			\$200,000.00

ITEM NO 0009	SUPPLIES/SERVICES Stabilization Mats FFP (Estimated Quantities) FOB: Destination	QUANTITY 3,500	UNIT Linear Foot	UNIT PRICE \$70.00	AMOUNT \$245,000.00
	PURCHASE REQUEST N ACRN AA CIN: W16ROE815131810		DE81513181	NET AMT	\$245,000.00 \$245,000.00
ITEM NO 0010	SUPPLIES/SERVICES Submit As-Built Drawings FFP for Approval (this CLIN is FOB: Destination PURCHASE REQUEST N	s pre-priced)	UNIT Job DE81513181	UNIT PRICE \$50,000.00	AMOUNT \$50,000.00
	ACRN AA CIN: W16ROE815131810			NET AMT	\$50,000.00 \$50,000.00

SUPPLIES/SERVICES ITEM NO QUANTITY UNIT UNIT PRICE **AMOUNT** 0011 \$5,000.00 \$5,000.00 1 Job OPTION

Additional Insurance

FFP

State, County, Town and City in accordance with para "Insurance Procured by

Contractor", section 007300 18

FOB: Destination

NET AMT \$5,000.00

ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2014 3122 000 0000 CCS: 412 E3 2014 08 2421 005870 96303 3200 3C6G6J AMOUNT: \$37,039,250.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	CLIN/SLIN 0001 0002AA 0002AB 0003AA 0003AB 0003AC 0004AA 0004AB 0004AC 0004AB 0004AF 0004AF 0005AA 0005AB 0006 0007 0008	CIN W16ROE815131810001	AMOUNT \$6,525,000.00 \$21,390,000.00 \$150,000.00 \$437,000.00 \$450,000.00 \$100,000.00 \$120,000.00 \$1,320,000.00 \$2,640,000.00 \$1,375,000.00 \$23,000.00 \$50,000.00 \$165,000.00 \$8,250.00 \$1,536,000.00 \$255,000.00 \$200,000.00
	0009 0010	W16ROE815131810001 W16ROE815131810001	\$245,000.00 \$50,000.00

Section 00 45 00 - Representations and Certifications

CLAUSES INCORPORATED BY REFERENCE

52.204-19 Incorporation by Reference of Representations and Certifications. DEC 2014

52.228-1

52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States.

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

- (c) The amount of the bid guarantee shall be 20% of the bid price or \$3,000,000.00, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	MAY 2014
	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal	OCT 2010
	Transactions	
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement	APR 2014
	To Inform Employees of Whistleblower Rights	
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber	MAY 2011
	Content Paper	
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011

52.204-10	Reporting Executive Compensation and First-Tier	OCT 2018
52 204 12	Subcontract Awards	OCT 2010
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.209-6	Protecting the Government's Interest When Subcontracting	OCT 2015
	With Contractors Debarred, Suspended, or Proposed for	
52 200 0	Debarment	OCT 2010
52.209-9	Updates of Publicly Available Information Regarding	OCT 2018
52 200 10	Responsibility Matters	NOV 2015
52.209-10	Prohibition on Contracting With Inverted Domestic	NOV 2015
50 011 12	Corporations Time Extensions	SED 2000
52.211-13 52.211-18	Variation in Estimated Quantity	SEP 2000 APR 1984
52.214-26	Audit and RecordsSealed Bidding	OCT 2010
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data -	
32.214-27	Modifications - Sealed Bidding	AUG 2011
52.214-28	Subcontracting Certified Cost Or Pricing Data	OCT 2010
32.214-20	ModificationsSealed Bidding	OC 1 2010
52.214-29	Order Of PrecedenceSealed Bidding	JAN 1986
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-	
32.213 11	Modifications	1100 2011
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits	
02.210 10	(PRB) Other than Pensions	
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data	OCT 2010
	Other Than Certified Cost or Pricing Data Modifications	
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 Alt I	Small Business Subcontracting Plan (AUG 2018) Alternate I	NOV 2016
52.219-14	Limitations On Subcontracting	JAN 2017
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime	MAY 2018
	Compensation	
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and	MAY 2014
	Related Regulations	
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-19	Child Labor Cooperation with Authorities and Remedies	JAN 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for	APR 2015
50 000 05	Construction Equal One activities for Veterana	OCT 2017
52.222-35	Equal Opportunity for Western with Disabilities	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans Notification of Employee Rights Under the Noticeal Labor	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
	Relations Act	

52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-2	Affirmative Procurement of Biobased Products Under Service	
·	and Construction Contracts	2012
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-4	Recovered Material Certification	MAY 2008
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	AUG 2011
50.004.0	While Driving	14312017
52.224-3	Privacy Training	JAN 2017
52.225-9	Buy AmericanConstruction Materials	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
	Infringement	
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	AUG 2018
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment BondsConstruction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5		MAY 2014
	Payments under Fixed-Price Construction Contracts	
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds TransferSystem for Award	OCT 2018
	Management	
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
	Subcontractors	
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment,	APR 1984
32.230)	Utilities, and Improvements	711 K 1704
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12 52.236-13	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-5	Payments to Small Business Subcontractors	JAN 2017

52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	OCT 2018
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.247-34	F.O.B. Destination	NOV 1991
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering-Construction	OCT 2015
52.249-1 Alt I	Termination for Convenience of the Government (Fixed-	APR 1984
	price) (Short Form) (Apr 1984) - Alternate I	
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
202.203 7000	Officials	DEI 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	DEC 2008
232.203 7001	Contract-Related Felonies	DEC 2000
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7002	Agency Office of the Inspector General	DEC 2012
252.203-7003	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7000	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber	OCT 2003
232.204-7012	Incident Reporting	OC 1 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	
232.209-7004	The Government of a Country that is a State Sponsor of	OC 1 2013
	Terrorism	
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2018
252.223-7004		SEP 1988
252.223-7004 252.223-7008	Drug Free Work Force Prohibition of Hexavalent Chromium	JUN 2013
	Preference For Certain Domestic Commodities	
252.225-7012		DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving	JUN 2012
252 222 7004	Reports	OCT 2014
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.239-7001		JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$6,508.00 for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.212-5)
- d. At a time before the project is physically complete but is functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility or project provided that the remaining work to be done ("punchlist") is completed no later than 30 days from the date of transfer. In this case the contractor shall pay liquidated damages for punchlist items not completed in the daily amount of \$[1,627.00] per day commencing after 30 days of project transfer or after date required for project completion (including all extensions), whichever occurs later.[Liquidated damages amount to be supplied by Construction Division]

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

- (3) For long-term contracts--
- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The
- Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (AUG 2018)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at http://www.dol.gov/whd/forms/wh347.pdf. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

- (a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--
- (1) The product cannot be acquired--
- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.
- (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:
- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.
- (b) Information about this requirement and these products is available at http://www.biopreferredgov.
- (c) In the performance of this contract, the Contractor shall--
- (1) Report to http://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
- (2) Submit this report no later than--
- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPADESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall--
- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to

New York District, Contracting Division 26 Federal Plaza, RM 1843 New York, NY 10278

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2016)

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

Caribbean Basin country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

- (1) Means any item of supply (including construction material) that is-
- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

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

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

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but

excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
- (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
- (ii) The construction material is a COTS item.

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

Least developed country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"Free Trade Agreement country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

WTO GPA country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.
- (b) Construction materials.
- (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate ``none"]

- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American statute.
- (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

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

Include other applicable supporting information.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

- (a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.
- (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--
- (i) In accordance with the terms and conditions of a subcontract or invoice; and
- (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
- (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
- (iv) Payments made or amounts payable to subcontractors or suppliers, except for --
- (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
- (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor
- (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the

supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).
- (2) Performance of this contract is endangered by the Contractor's --
- (i) Failure to make progress or
- (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.
- (d) Title.
- (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.
- (3) Each Contractor request for progress payment shall:

- (i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and
- (ii) Include any additional supporting documentation requested by the Contracting Officer.
- (h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall --
- (i) Excuse the Contractor from performance of obligations under this contract or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause
- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
- (1) The amounts included are limited to--
- (i) The unliquidated remainder of financing payments made; plus
- (ii) Any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--
- (i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;
- (ii) Are at least as favorable to the Government as the terms of this clause;
- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
- (ii) Are in conformance with the requirements of FAR 32.504(f); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;
- (ii) Are in conformance with the requirements of FAR 32.504(g); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
- (k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or

funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

- (1) Due date. The designated payment office will make progress payments on the 14th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.
- (m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is 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.

See section 00 73 of the specifications attached

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/vmfara.htm

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Regulation Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--
- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not

relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

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

See Attached Plans and Specs

(End of clause)

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

- (a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.
- (1) 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.
- (2) The remaining 40 percent upon completion of demobilization.
- (b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.
- (1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --
- (i) Actual mobilization costs at completion of mobilization;
- (ii) Actual demobilization costs at completion of demobilization; and
- (iii) The remainder of this item in the final payment under this contract.
- (2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 2009)

- (a) Pursuant to Federal Acquisition Regulation (FAR) 52.232-5, Payments Under Fixed Price Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site shall be limited to:
 - (1) Materials required by the technical provisions; or
 - (2) Materials that have been fabricated to the point where they are identifiable to an item of work required under this contract; or

- (3) Items specifically listed below.
- (b) Payment for materials delivered off-site shall be made only after receipt of paid invoices listing the value of material and labor incorporated in the items along with a canceled check showing the prime contractor's title to the items delivered off site. Payment for materials delivered off-site shall be limited to the following items: [List specific material items to be considered for payment when off-site delivery is made]

(End of clause)

ELECTRONIC SOFTWARE

CONTRACTOR SUPPLY AND USE OF ELECTRONIC SOFTWARE FOR PROCESSING WAGE RATE REQUIREMENTS STATUTE CERTIFIED LABOR PAYROLLS (APR 2011)

- (a) The contractor is encouraged to use a commercially-available electronic system to process and submit certified payrolls electronically to the Government. The requirements for preparing, processing and providing certified labor payrolls are established by the Wage Rate Requirements statute.
- (b) If the contractor elects to use an electronic payroll processing system, then the contractor shall be responsible for obtaining and providing for all access, licenses, and other services required to provide for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with the Wage Rate Requirements statute. When the contractor uses an electronic payroll system, the electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion. If the contractor chooses to use an electronic payroll system, then the contractor shall obtain and provide electronic system access to the Government, as required to comply with the Wage Rate Requirements over the duration of this construction contract. The access shall include electronic review access by the Government contract administration office to the electronic payroll processing system used by the contractor.
- (c) The contractor's provision and use of an electronic payroll processing system shall meet the following basic functional criteria:
 - 1. Commercially available
 - 2. compliant with appropriate Wage Rate Requirements statute payroll provisions in the Federal Acquisition Regulation (FAR);
 - 3. able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract
 - 4. capable of producing an Excel spreadsheet-compatible electronic output of weekly payroll records for export in an Excel spreadsheet to be imported into the contractor's Quality Control System (QCS) version of Resident Management System (RMS), that in turn shall export payroll data to the Government's RMS;
 - 5. demonstrated security of data and data entry rights;
 - ability to produce contractor-certified electronic versions of weekly payroll data;

- 7. ability to identify erroneous entries and track the date/time of all versions of the certified Wage Rate Requirements statute payrolls submitted to the government over the life of the contract:
- capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout. This durable record copy of data from the electronic payroll processing system shall be provided to the Government during contract closeout.
- (d) All contractor-incurred costs related to the contractor's provision and use of an electronic payroll processing service shall be included in the contractor's price for the overall work under the contract. The costs for compliance with the Wage Rate Requirements statute by using electronic payroll processing services shall not be a separately bid or reimbursed item under this contract.

(End of Clause)

EQUIPMENT OWNERSHIP

EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

- (a) This clause does not apply to terminations. See UAI 5152.249-9000, Basis for Settlement of Proposals, and Federal Acquisition Regulation (FAR) part 49.
- (b) Allowable costs for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of Engineer Pamphlet (EP) 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region [insert Roman numeral for the appropriate region of the schedule]. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
- (c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
- (d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the simplified acquisition threshold (SAT), the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of Clause)

SEC 73

SECTION 00 73 00.00 18 SPECIAL CONTRACT REQUIREMENTS 03/15

PART 1 GENERAL

- 1.1 FAR 52.211-10, COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
 - a. The Contractor shall be required to (i) commence work under this contract within five (5) calendar days after the date the Contractor receives the Notice to Proceed, (ii) prosecute the work diligently, and
 - (iii) complete the entire work ready for use, not later than 400 calendar days after the date the Contractor receives the notice to proceed, except in case the Contracting Officer determines that dune planting is not feasible during the construction period, the Contractor shall accomplish such planting in the first planting period following the contract completion date. This action will not operate to extend the performance time for the balance of the work. The time stated for completion shall include final cleanup of the premises..
 - b. Location: The site of work is located in six communities (Ocean Bay Park, Point O'Woods, Cherry Grove, Fire Island Pines, Water Island, and Davis Park) on Fire Island in Suffolk County, NY. The site of the work is within the boundaries of both the Fire Island National Seashore and the Town of Brookhaven, NY. All rules and regulations adopted by the U.S. National Park Service, Brookhaven Township, Suffolk County, and New York State regarding general safety, security, environmental protection, sanitary requirements, etc. shall be observed by the Contractor.
 - c. All work shall be in accordance with the drawings and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject, in every detail, to his supervision, direction, and instructions.
- 1.2 DFARS 236.204, Disclosure of the Magnitude of Construction Projects This project is estimated between \$25,000,000 and \$100,000,000.
- 1.3 GOVERNMENT RESIDENT MANAGEMENT SYSTEM AND CONTRACTOR QUALITY CONTROL SYSTEM (QCS) MODULE

The Government will utilize an in-house Contract Administration program entitled "Resident Management System" (RMS). The Contractor shall utilize a Government furnished Quality Control System (QCS) Programming Module.

See Section 01 45 00.15 10 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE(RMS CM) for requirements.

1.4 PRECONSTRUCTION CONFERENCE

a. The Contracting Officer, or his Representative, will arrange a

preconstruction conference after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

Additionally, a schedule of required submittals will be discussed.

- b. The Contractor shall bring to this conference the following items in either completed or draft form:
 - -The Contractor's order of work
 - -Accident Prevention Plan (See Accident Prevention Clause in Section 00 72 00 and paragraph SAFETY AND HEALTH REQUIREMENTS MANUAL in this Section)
 - -Quality Control Plan (See Section 01 45 00.00 10 QUALITY CONTROL)
 - -Letter appointing Superintendent
 - -List of subcontractors, if any
 - -Environmental Protection Plan (See Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS)

1.5 COORDINATION PERIOD

In addition to contract clause titled PRECONSTRUCTION CONFERENCE, the Contractor shall reserve a 2 workday period of time no later than one month following the contract preconstruction conference for coordination. The Contractor's project management team responsible for this project shall participate. During the 2-day coordination period the Contractor and the Government will exchange information related to the government regulations and procedures, points of contact, relevant design information and general discussion about the execution and coordination of the project. The Contractor shall dedicate his management team for this 2-day coordination period.

1.6 FAR 52.211-12, LIQUIDATED DAMAGES--CONSTRUCTION

- a. If a delay to the NTP date is a result of the Contractor, an extension will not be given. If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$[6,508.00] for each day of delay.
- b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.
- c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.212-5)
- d. At a time before the project is physically complete but is functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility or project provided that the remaining work to be done ("punchlist") is completed no later than 30 days from the date of transfer. In this case the contractor shall pay liquidated damages for punchlist items not completed in the daily amount of \$[1,627.00] per day commencing after 30 days of project transfer or after date required for project completion (including all extensions), whichever occurs later.[Liquidated damages amount to be supplied by Construction Division]
- 1.7 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTORS
 Notwithstanding the clause of this contract entitled "Subcontracts", the

Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

1.8 INSURANCE PROCURED BY CONTRACTOR

- a. The Contractor shall procure and maintain during the entire period of this performance under this contract the attached insurance policies:
 - (1) Commercial General Liability Insurance in limits of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, death, personal injury and property damage, including but not limited to coverage for Broad Form Property Damage. Such coverage shall not contain environmental exclusion clause and there shall be no exclusions for property damage arising out of explosion, collapse or underground property damage hazards and no exclusion for waterfront activities.
 - (2) The policies described above shall be endorsed (i) to include the United States of America, the New York State Department of Environmental Conservation, and Suffolk County as additional insured and (ii) to provide that notice of an occurrence to the insurance company from any insured shall serve as notice from all insured.
 - (3) Maritime Protection and Indemnity Insurance and Chartered Legal Liability Insurance, where applicable, in limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, death, and property damage including coverage for masters and members of crews;
 - (4)) Comprehensive Automobile Liability Insurance in limits of not less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury, death, and property damage covering all owned, non-owned and hired vehicles in connection with the work to be performed in connection with this permit.
 - (5)) Certificates of Insurance evidencing the issuance of all insurance required hereby, and guaranteeing at least thirty (30) days prior notice to the Government of cancellation or non-renewal, shall be delivered to the Contracting Officer, the Fire Island National Seashore, NYS Department of Environmental Conservation, and Suffolk County, prior to entry of the Government's contractors upon the project area, or, in the case of new or renewal policies replacing policies expiring during the period, no later than thirty (30) days before the expiration dates of such expiring policies.
- b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer, the Fire Island National Seashore, NYS Department of Environmental Conservation, and Suffolk County, within 5 calendar days of the award, a certificate or statement of the above required insurance. The policies and the certificate of insurance evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change

in the policies adversely affecting the interests of the United States of America, $\ensuremath{\operatorname{NYS}}$

Department of Environmental Conservation, and Suffolk County in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer , Fire Island National Seashore, NYS Department of Environmental Conservation, and Suffolk County.

- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.
- d. At the Government's direction, the Contractor will be required to submit to the Contracting Officer a certification from the Contractor's insurance carrier that the amount inserted by the Contractor in the item entitled "Additional Cost for Insurance" of the Bid Schedule represents only the additional premium paid by the Contractor as a direct result of the specific insurance requirements of this Section and excludes those premium costs which would have otherwise been incurred by the Contractor.
- e. At the Government's direction, the Contractor shall furnish a computation from his insurance carrier, which sets-forth the elements of the said additional premium, including, but not limited to the following: the additional costs for the NYS Department of Environmental Conservation, and Suffolk County being named as an additional insured broken down by policy type; any other additional costs due to the insurance requirement and the nature thereof.
- f. In this Section, the Contractor shall furnish a computation as to that amount, if any, of the premium costs of their existing insurance coverage they have allocated to the work of this contract. The Contractor shall indicate whether such attribution is pursuant to a standard formula or cost administration practice or was otherwise derived.
- g. The Contractor shall be reimbursed for the actual expense for the additional insurance up to the amount indicated, as substantiated by the information provided by the Contractors insurance carrier. Contractor shall submit the following items to the government for payment and verification and only the actual amount will be reimbursed:
 - 1- Insurance Policies
 - 2- Certification of insurance
 - 3- Proof of payments

Payment for the insurance procured by the Contractor under this paragraph shall be in lump sum or by the job, "Additional Cost for Insurance", (see notes in Bid Schedule)

1.9 PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of

work to be performed under the contract. This percentage may be reduced

by supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

1.10 SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR

The Contractor shall furnish the Contracting Officer and/or his Representative, within five (5) days after award, items of work he will perform with his own forces and the estimated cost of those items. For the purposes of this contract, the percentage of work that must be performed by the Contractor is stated in Section 00 72 00, FAR Clause 52.236-01.

1.11 VETERANS EMPLOYMENT EMPHASIS FOR U.S. ARMY CORPS OF ENGINEERS CONTRACTS

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract.

The following resources are available to assist USACE contractors in their outreach efforts:

Federal Veteran employment information at

http://www.fedshirevets.gov/index.aspx

Department of Labor Veterans Employment Assistance

https://www.dol.gov/vets/

Department of Veterans Affairs-VOW to Hire Heroes Act

http://benefits.va.gov/vow/
Army Wounded Warrior Program-

http://wtc.army.mil/modules/employers/index.html

U.S. Chamber of Commerce Foundation-Hiring Our Heroes

http://www.hiringourheroes.org/

1.12 IMPLEMENTING WARRANTY

Refer to section 01 78 00 CLOSEOUT SUBMITTALS

1.13 TRANS-ATLANTIC SUBMARINE CABLES

Work under this contract will occur in areas known to contain Trans-Atlantic Submarine Cables, and these cables are indicated in Section 00 90 01. Landings and anchor positions to be used must maintain a standoff distance of 500 meters from the cables at all times. The contractor shall coordinate with the United States Coast Guard (USCG) and the cable owner to obtain the Route Property Line and coordinates.

1.14 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 4 copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address

of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certification applies. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfying material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements (ECI 7-670.3)

1.15 VERIFICATION OF SMALL BUSINESS UTILIZATION

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

1.16 BID GUARANTEE

See contract clause entitled BID GUARANTEE in Specifications section 00 72 00 CONTRACT CLAUSES.

1.17 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

See contract clause entitled CONTRACT DRAWINGS AND SPECIFICATIONS in Specifications section 00 72 00 CONTRACT CLAUSES.

For a listing of the contract drawings see Index Drawing.

1.18 RECORD DRAWINGS

See specifications section 01 78 00 CLOSEOUT SUBMITTAL for as-built and Record Drawings requirements for CAD Drafting Standard.

1.19 AVAILABILITY OF CAD DRAWING FILES

Refer to SOURCE DRAWING FILES in specifications section 01 78 00 CLOSEOUT SUBMITTALS.

1.20 PHYSICAL CONDITIONS

Data and information furnished or referred to below is for the Contractor's information only. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. WEATHER CONDITIONS. The site is exposed to the ocean and construction operations will be affected by tide, wind and wave

actions. Real-time

data are available on the world wide web for NOAA National Data Buoy Center Station 44025~(LLNR830) - Long Island 30 NM South of Islip, NY, 40.251N,73.164W at

http://www.ndbc.noaa.gov/station_page.php?station=44025.

- (1) Fog. An examination of the records of the National Centers for Environmental Information at Islip Airport, New York, discloses an average of 34 days per year on which dense fog (visibility of 1/4 mile or less) occurs in the area. The maximum number of days in which dense fog occurred in any month was 8 days in February.
- (2) Winds. Wind conditions on the south shore of Long Island areas, based on historical data maintained by the National Weather Service's National Buoy Center (http://www.ndbc.noaa.gov/station_page.php?station=44025) are as follows:

Month	Average Wind Velocity (KTS)	Peak Wind Gust (KTS)
Jan.	16.4	20.1
Feb.	14.9	19.3
Mar.	13.8	18.0
Apr.	11.2	13.6
May	9.5	11.0
Jun.	9.5	11.3
Jul.	9.6	11.6
Aug.	9.8	12.0
Sep.	11.3	14.2
Oct.	13.0	6.6
Nov.	14.0	17.2
Dec.	16.1	20.6

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

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

1.21 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) This special contract requirement does not apply to terminations. See USACE Acquisition Instructions (UAI) 52.249-5000, Basis for Settlement of

Proposals, and FAR PART 49.

- (b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region I. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
- (c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36, Rental Costs. Rates for equipment rented from an organization under common control, lease- purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
- (d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the SAT, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

1.22 CRANE AND DRAGLINE SAFETY REQUIREMENTS

In addition to meeting all applicable requirements of OSHA standards and Section 16 of the U. S. Army Corps of Engineers Manual, "Safety and Health Requirements", EM 385-1-1, in effect on the date of the solicitation, all cranes used in performing the work set forth in these specifications shall be equipped with geared boom hoists or otherwise provided with mechanisms which will prevent the booms from failing free. Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanisms for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type backstops to prevent them from overtopping. All cranes shall have a red strobe light and two flags attached to the end of the boom. The flags shall be 18-inches square and international orange in color. The strobe does not need to be flashing during daylight hours or when the boom is lowered to the ground at night. The strobe shall be flashing when operating during weather in which visibility is reduced or when operating at night. The strobe shall remain flashing if the boom remains elevated at night.

1.23 BULLETIN BOARD

Refer to section 01 50 00 TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS,

paragraph BULLETIN BOARD.

1.24 AVAILABILITY AND USE OF UTILITY SERVICES

Refer to section $01\ 50\ 00$ TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS, paragraph AVAILABILITY AND USE OF UTILITY SERVICES.

1.25 NO WAIVER BY GOVERNMENT

The failure of the Government, in any one or more instances, to insist upon the strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

1.26 TIME EXTENSIONS (APR 1984)

a. Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule. (FAR 52.212 6)

b. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:

- 1. This provision specifies the procedure for determination of time extension for usually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:
 - a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
 - b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.
- 2. ADVERSE WEATHER FOR WORK: The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3	3	2	1	1	0	1	0	1	0	2	3

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing

throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2 above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

1.27 FIELD OFFICE

Refer to section 01 50 00 TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS

1.28 ACCESS AREA

Areas designated on the drawings as "Construction Entrance" shall be used by the Contractor solely for the purpose of access to and from the "Contractor Working Limits". The Contractor shall arrange his use of these access areas so as to minimize interference with the property owners' (or user's) access or normal use.

- 1.29 PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT
 PAYMENTS In addition to the requirements contained in contract
 clause titled
 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS, and PROMPT PAYMENT FOR
 CONSTRUCTION CONTRACTS the following will apply to all payments made under
 this contract:
 - a. At the time of submission of the project schedule, the Contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative will review this breakdown within 30 calendar days after receipt and either advise the Contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved will any payment invoice be accepted from the Contractor. The Contracting Officer can determine it is in the best interest of the Government to make payment without an approved breakdown, however, in no case will more than 10% of the contract amount be paid unless the breakdown is approved.
 - b. The Contractor shall submit requests for payment through submission of a proper invoice to the office or person(s) designated in subparagraph (c). For purposes of payment a "proper invoice" is defined as the following:
 - (1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.

- (2) A properly completed ENG Form 93 and 93a (where required).
- (3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.
- (4) The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" is either a corporate officer, partner, or owner, in the case of a sole proprietorship.
- I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of Chapter 39 of Title 31, United States Code; and
 - (3) This request for progress payments does not include any amounts, which the prime Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract;
 - (4) This certification is not to be construed as final acceptance of a subcontractor's performance; and
 - (5) All required prime and subcontractor payrolls have been submitted.

(Name)		
(Title)		
(Date)		

- c. The Government will designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be so notified at the pre-construction conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the ENG Form 93 and 93a to the Area Engineer.
- d. The Government representative will return any request for payment that is deemed improper within 7 days of receipt and will specify the defects. If the defect concerns a disagreement as to the amount of work performed and/or the amount of the payment being submitted, the Government and the Contractor's representative will meet to resolve the differences and reach agreement. Upon agreement, the Contractor shall submit a new breakdown and ENG Form 93 and 93a and any other submissions requiring correction. These shall be incorporated with the previous submittal and will then constitute

a proper invoice.

- e. If agreement cannot be reached, the Government will determine the proper amount per contract clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a "proper invoice" for prompt payment purposes will not have been submitted to the Government.
- f. The Government will pay the Contractor in accordance with the following time frames:
 - (1) Progress Payments. From the date a "proper invoice" is received, in accordance with subparagraphs b and d, the Government will issue a check within 14 calendar days.
 - (2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government will issue a check within 14 calendar days after the approval of the release to the Contractor by the Contracting Officer or his authorized representative.
 - (3) Final Payment. A final payment request will not be considered valid until the Contractor has fulfilled all contract requirements including all administrative items, as-built drawings, training, payrolls, warranties, etc. and has submitted a release of claims. When the Contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within
 - 30 days from the date of acceptance of the project by the Contracting Officer.
- 1.30 PAYMENTS FOR MATERIALS DELIVERED OFF-SITE (52.232-5000)
 - (a) Pursuant to FAR 52.232-5, Payments Under Fixed Price Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site shall be limited to:
 - (1) Materials which have been approved, if required by the technical provisions; or
 - (2) Materials that have been fabricated to the point where they are identifiable to an item of work required under this contract; or
 - (b) Payment for materials delivered off-site shall be made only after receipt of paid invoices listing the value of material and labor incorporated in the items along with a canceled check showing the prime contractor's title to the items delivered off site.

Payment for materials delivered off-site shall be limited to the following items:

1.31 PROGRESS PAYMENTS

See FAR Clause 52.232-16 PROGRESS PAYMENTS for any item of work in the bid schedule.

1.32 PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this

contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation and DFARS 252.215-7000 (Dec. 1991) as follows:

PRICE ADJUSTMENTS (DEC 2012)

The term "pricing adjustments", as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Certified Cost or Pricing Data-Modifications", "Subcontractor Certified Cost or Pricing Data," and "Subcontractor Certified Cost or Pricing Data- Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

1.33 LABOR-ADDITIONAL REQUIREMENTS

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879, Statement of Compliance, and attached to each weekly payroll.

1.34 CONSTRUCTION PROJECT SIGNS, PUBLIC SAFETY SIGNS

Refer to section 01 50 00 TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS, paragraph "Project and Safety Signs" and 01 58 00 PROJECT IDENTIFICATION, paragraph "PROJECT SIGN." No separate payment will be made for erecting and maintaining the signs and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the signs from the project site.

1.35 VEHICULAR AND OTHER TRAFFIC CONTROL

Refer to section $01\ 50\ 00$ TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS, paragraph TEMPORARY TRAFFIC CONTROL

1.36 UTILITY LOCATION VERIFICATION

Refer to section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS, paragraph "EXCAVATIONS"

1.37 ARTIFACTS, PRESERVATION & PROTECTION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

Refer to section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS, paragraph "PROTECTION OF CULTURAL RESOURCES"

1.38 WORKING CONDITIONS, WORKING HOURS, AND NON-WORKING DAYS Refer to section 01 14 00 WORK RESTRICTIONS

The Contractor shall comply with paragraph 01.c.04 of EM 385-1-1, the U.S. Army Corps of Engineers Safety and Health Requirements Manual, in effect on the date of this solicitation.

1.39 PARTNERSHIP IMPLEMENTATION PLAN

Refer to section 01 30 00 ADMINISTRATIVE REQUIREMENTS, paragraph "PARTNERING."

1.40 DIGGING PERMIT

Refer to section 01 11 00 Summary of Work, paragraph "LOCATION OF

UNDERGROUND UTILITIES."

1.41 COORDINATION MEETING

Refer to section 01 45 00.00 10 QUALITY CONTROL.

1.42 PROGRESS MEETINGS

Refer to specifications section 01 32 01.00 10 PROJECT SCHEDULE, paragraph "WEEKLY PROGRESS MEETINGS."

1.43 SUPERINTENDENCE OF SUBCONTRACTORS

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

1.44 SUBMISSION OF CLAIMS

The following shall be submitted to the Contracting Officer at the following address: US Army Corps of Engineers, New York District, 26 Federal Plaza, Room 1843, NY, NY 10278-0090:

- a. Claims referencing or mentioning the Contracts Disputes Act of 1978.
- b. Request for a written decision by the Contracting Officer.
- c. Claims certified in accordance with the Contract Disputes Act of 1978.

No other Government representative is authorized to accept such a request. A copy shall also be provided to the authorized Contracting Officer's Representative. The Contractor shall also provide the Contracting Officer with a copy of requests for additional time, money, or interpretation of contract requirements which were provided to the authorized representative of the Contracting Officer that have not been resolved after 90 days.

1.45 PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS

In addition to the requirements contained in the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

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

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

- (a) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (b) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of chapter 39 of Title 31, United States Code; and
- (c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(d) All required prime and subcontractor payrolls have been submitted.

(Name)			
(Title)			
(Date)			

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

- d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and/or the amount of the payment being submitted, the Government and the contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the contractor shall submit a new breakdown and Eng Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.
- f. The Government shall pay the contractor in accordance with the following time frames:
 - (1) Progress Payments From the date a "proper invoice" is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check within 14 calendar days.
 - (2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 30 calendar days after the approval of the release to the contractor by the Contracting Officer or his authorized representative.
 - (3) Final Payment. A final payment request shall not be considered valid until the contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 30 days from the date of acceptance of the project by the Contracting Officer.

1.46 COMPLIANCE WITH ENDANGERED SPECIES ACT

Refer to specifications section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS, paragraph "PROTECTION OF NATURAL RESOURCES."

1.47 (S-102) CONTRACTOR SUPPLY AND USE OF ELECTRONIC SOFTWARE FOR PROCESSING DAVIS-BACON ACT CERTIFIED LABOR PAYROLLS (2011)

The contractor is encouraged to use a commercially-available electronic system to process and submit certified payrolls electronically to the Government. The requirements for preparing, processing and providing

certified labor payrolls are established by the Davis-Bacon Act as stated in FAR 52.222-8, PAYROLLS AND BASIC RECORDS and FAR 52.222-13, COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED ACT REGULATIONS.

If the contractor elects to use an electronic Davis-Bacon payroll processing system, then the contractor shall be responsible for obtaining and providing for all access, licenses, and other services required to provide for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with Davis-Bacon and related Act regulations. When the contractor uses an electronic Davis-Bacon payroll system, the electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion. If the contractor chooses to use an electronic Davis-Bacon payroll system, then the contractor shall obtain and provide electronic system access to the Government, as required to comply with the Davis-Bacon and related Act regulations over the duration of this construction contract. The access shall include electronic review access by the Government contract administration office to the electronic payroll processing system used by the contractor.

The contractor's provision and use of an electronic payroll processing system shall meet the following basic functional criteria: commercially available; compliant with appropriate Davis Bacon Act payroll provisions in the FAR; able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract; capable of producing an Excel spreadsheet-compatible electronic output of weekly payroll records (format at http://www.rmssupport.com/guides.aspx) for export in an Excel spreadsheet to be imported into the contractor's Quality Control System (QCS) version of Resident Management System (RMS), that in turn shall export payroll data to the Government's Resident Management System (RMS); demonstrated security of data and data entry rights; ability to produce contractor-certified electronic versions of weekly payroll data; ability to identify erroneous entries and track the data/time of all versions of the certified Davis Bacon payrolls submitted to the government over the life of the contract; capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout. This durable record copy of data from the electronic Davis-Bacon payroll processing system shall be provided to the Government during contract closeout.

All contractor-incurred costs related to the contractor's provision and use of an electronic payroll processing service shall be included in the contractor's price for the overall work under the contract. The costs for Davis-Bacon Act compliance using electronic payroll processing services shall not be a separately bid/proposed or reimbursed item under this contract.

1.48 QUANTITY SURVEYS

- a. The Contractor shall conduct quantity surveys, initial, and final surveys. The data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- b. The Contractor shall conduct the original and final surveys, with the

presence of Government representatives, and make the computations based on them. The Contractor shall conduct the surveys for periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be done by a New York licensed surveyor and subject to approval by the Contracting Officer.

- c. The Contractor shall be responsible to conduct all surveys. The Contractor shall maintain work sections - a pre-construction and final acceptance section surveyed while construction is taking place in between. The Contractor shall make such computations as are necessary to determine the quantities of work performed or finally in place and submit the computation for Government approval.
- d. The Government will verify methodology, equipment and survey control. Any benchmarks established in addition to control provided by the Government shall be field verified by the Government. In addition the Government will conduct periodic field verification of the Contractor's survey.

Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer or his representative. (FAR 52.236-16)

1.49 POST CONSTRUCTION CLEAN UP

Refer to Sections "01 54 00 MOBILIZATION AND DEMOBILIZATION" and "01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS."

1.50 FINAL EXAMINATION AND ACCEPTANCE (APR 1965 OCE)

- a. The entire area within the contract limits will be surveyed for final examination and acceptance.
- b. The cost for all surveys for progress payments shall be borne by the Contractor.
- c. Final 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, and the acceptance of a completed section shall not change the time of payment of the retained percentage of the whole or any part of the work.

1.51 PLANT

The Contractor agrees to keep on the job sufficient plant to meet the requirements of the work. The plant shall be in satisfactory operating condition, capable of safely and efficiently performing the work as set forth in the specifications and be subject to the inspection of the Contracting Officer at all times. No reduction in the capacity of the plant employed on the work shall be made except by written permission of the Contracting Officer. The measure of the capacity of the plant shall be its performance on the work to which these specifications apply.

1.52 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his 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, 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), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

1.53 NAVIGATION AIDS

The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the 1st Coast Guard District, with a copy to the Contracting Officer, not less than 15 days prior to the need for movement. The Contractor shall notify the Coast Guard office of the approximate time of completion of project:

LT Benjamin Duarte, Chief, Waterways Management Division, USCG Sector Long Island Sound, Phone: (203) 468-4596, Fax: (203) 468-4423.

1.54 SEAGOING BARGE ACT (46 USC 395 Et Seq)

The Seagoing Barge Act applies to this project. In the event the low bidder contemplates using plant that requires U.S. Coast Guard certification to comply with this Act, the low bidder shall within five (5) calendar days after bid opening submit a copy of said certificate to the Contracting Officer or his representative. Failure to produce the certificate within the required time shall subject the bidder to a determination of non-responsibility.

1.55 OBSTRUCTION OF CHANNEL

The Government will not undertake to keep any channel free from vessels or other obstructions except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7, of the River and Harbor Act approved August 8, 1917.

The Contractor will be required to conduct the work in such manner as to not obstruct navigation and in case the Contractor's plant so obstructs any channel as to make difficult or endanger the passage of vessel, said plant shall be promptly moved on the approach of any vessel to such extent as may be necessary to afford a practicable passage.

Upon the completion of the work the Contractor shall promptly remove his plant, include ranges, buoys, piles and other marks placed by him under the contract in navigable water or on shore.

1.56 BRIDGE-TO-BRIDGE COMMUNICATIONS

In order that radio contact may be made with passing vessels, all major

vessels and plant, engaged in work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on a single channel very high frequency (VHF), on a frequency of 156.65 MHZ, Channel 13 with low power output having a communication range of approximately ten (10) miles. The frequency has been approved by the Federal Communications Commission.

1.57 OIL TRANSFER OPERATIONS (NAP-1/81)

The Contractor shall assure that oil transfer operations to or from his plant comply with all Federal, State, municipal laws, codes and regulations. Particular attention is invited to 33 CFR Subchapter 0, Pollution. The Contractor shall incorporate in the accident prevention program, submitted in compliance with contract clause ACCIDENT PREVENTION, sufficient information to demonstrate that all fuel transfers will be made in compliance with 33 CFR 156 and any other applicable laws, codes and regulations. (NAP 1/81)

1.58 NOTIFICATION OF WORK

The Contractor shall, 15 days prior to the commencement of work, notify the Federal Aids to Navigation Officer, CWO Kary Moss at 718-354-4117.

1.59 CONTRACT INFORMATION RELEASE

This constitutes notification that, pursuant to CECW-OD Memo, 5 February 1996, "Release of Information - Dredging Projects", plant operation reports, including Engineer Form 27/27A, Report of Operations - Hopper Dredges and Engineer Form 4267, Daily Report of Operations - Pipeline, Dipper or Bucket Dredges, are public information and shall be provided upon proper FOIA request for active and completed contract information. Information will be provided through proper FOIA request procedures.

PART 2 PRODUCT

2.1 Not Used

PART 3 EXECUTION

3.1 Not Used

WAGE RATES

General Decision Number: NY190012 02/15/2019 NY12

Superseded General Decision Number: NY20180012

State: New York aed 02/15/2019

Construction Types: Building, Heavy, Highway and Residential

Counties: Nassau and Suffolk Counties in New York.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/04/2019

1 02/15/2019

ASBE0012-001 01/01/2018

Rates Fringes

12.75

BOIL0005-001 01/01/2017

Rates Fringes
BOILERMAKER\$ 55.23 33%+24.12+a
FOOTNOTE:
a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve
BRNY0001-001 07/01/2018
Rates Fringes
BRICKLAYER\$ 61.37 27.87 MASON - STONE\$ 62.67 30.59
CARP0290-001 07/01/2018
Rates Fringes
Carpenters: Building Nassau County (Portion of county that lies west of Seaford Creek and south of the Southern State Parkway)
Rates Fringes
MILLWRIGHT\$ 52.70 52.61
CARP1556-008 07/01/2018
Rates Fringes
Carpenters: DIVERS TENDERS

CARP1556-011 07/01/2018

Rates Fringes

Carpenters:

TIMBERMEN......\$ 49.10 49.37

* CARP2287-003 07/01/2015

Rates Fringes

CARPENTER

Soft Floor Layers........\$ 50.50 45.23

ELEC0025-001 10/27/2018

Rates Fringes

ELECTRICIAN.....\$ 52.00 16%+25.83

ELEC0025-002 04/28/2018

Rates Fringes

Electricians:

Maintenance Unit.........\$ 43.20 12%+\$17.76

Telephone Unit......\$ 37.48 169

16%+\$18.64

Wiring for single or multiple family dwellings

and apartments up to and

including 3 stories.......\$ 28.65 13%+12.14

ELEC1049-002 04/02/2017

Rates Fringes

Line Construction:

equipment;

Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/ transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and

ELEV0001-002 03/17/2018

Rates Fringes

ELEVATOR MECHANIC

Elevator Constructor.......\$ 64.48 42.103+a+b Modernization and Repair....\$ 50.49 40.399+a+b

FOOTNOTE:

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

b. PAID VACATION: An employee who has worked less than 5 years shall recieve vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENGI0138-001 06/01/2018

BUILDING CONSTRUCTION

Rates Fringes

Power equipment operators:

GROUP 1	\$ 62.53	36.90+a
GROUP 2	\$ 59.27	36.90+a
GROUP 3	\$ 57.09	36.90+a
GROUP 4	\$ 42.98	36.90+a
GROUP 5	\$ 41.03	36.90+a

NOTES:

Hazmat premiums:

Level A 3.50 Level B 2.50 Level C 1.50 Level D 1.00

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

.25

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CASSIFICATIONS

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

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

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

GROUP 4: Compressor, compressor (on crane), compressor (pile work), compressor (stone setting), concrete breaker, concrete saw or cutter, forklift (walk behind, power

operated), generator-pile work, generator, hydra hammer, mechanical compactors (hand operated), oiler (truck crane), pin puller, portable heaters, powerbroom, power buggies, pump (double action diaphgrgm), pump (gypsum), trench machine (hand), welding machine

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

ENGI0138-002 08/01/2018

HEAVY & HIGHWAY

Rates Fringes

Power equipment operators:

GROUP 1	\$ 66.00	37.15+a
GROUP 2	\$ 61.60	37.15+a
GROUP 3	\$ 59.37	37.15+a
GROUP 4	\$ 44.88	37.15+a
GROUP 5	\$ 42.92	37.15+a
GROUP 6	\$ 37.33	12.35+a

NOTES:

Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50
Level D	1.00

Truck and Crawler Cranes long boom premiums:

boom lengths (including jib) 100-149 ft	1.00
boom lenghts (including jib) 150-249 ft	1.50
boom lenghts (including jib) 250-349 ft	2.00
boom lengths (including jib) 350 ft	3.00

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

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Compressor, Compressor on crane, Compressor (pile work), Compressor (stone setting), Concrete Breaker, Concrete Saw or Cutter, Fork Lift (walk behind, power operated), Generator- Pile Work, Generator, Hydra Hammer, Mechanical Compoactors (hand operated), Oiler (truck crane), Pin Puller, Portable Heaters, Powerbroom, Power

buggies, Power Grinders, Pump (double action diaphragm), Pump gypsum, Pump (single action 1 to 3 inches), Trench Machine hand, Welding Machine

GROUP 5: Batching Plant (on site of job), Generator (small), Grinder, Mixer (with skip), Mixer (2 small with or without skip), Mixer (2 bag or over, with or without skip), Mulch Machine, Oiler, Pump (centrifugal, up to 3 inches), Root Cutter, Stump Chipper, Tower Crane (oiler), Track Tamper (2 engineers, each), Tractor (caterpillar or wheel), Vibrator, Work boat (deckhand),

GROUP 6: Well drillers IRON0046-003 07/01/2018 Rates Fringes **IRONWORKER** METALLIC LATHERS AND REINFORCING IRONWORKERS.....\$ 56.28 22.62 IRON0197-001 07/01/2018 Rates Fringes **IRONWORKER** STONE DERRICKMAN.....\$ 49.34 39.46 _____ IRON0361-001 07/01/2018 Rates Fringes IRONWORKER (STRUCTURAL)......\$ 50.70 75.42 IRON0580-001 07/01/2018 **Fringes** Rates IRONWORKER, ORNAMENTAL.....\$ 44.65 53.62 _____ LABO0066-001 07/01/2017 **BUILDING** Fringes Rates Laborers: Laborers.....\$ 36.75 31.94 Plasterers Tenders.......\$ 36.75 31.94

LABO0078-001 12/01/2016

Rates Fringes

LABORERS

BUILDING CONSTRUCTION
ASBESTOS (Removal,
Abatement, Encapsulation
or Decontamination of
asbestos); LEAD; &
HAZARDOUS WASTE LABORERS
(Hazardous Waste,
Hazardous Materials,
Biochemical and Mold
Remediation, HVAC, Duct
Cleaning, Re-spray
Fireproofing, etc)........\$ 36.00

LABO1298-001 06/01/2018

HEAVY & HIGHWAY

Rates Fringes

Laborers:

Asphalt Rakers; Formsetters.\$ 44.68 33.47+a

Asphalt Shovelers, Roller

Boys & Tampers......\$ 43.36 33.47+a Regular Laborers......\$ 39.35 33.47+a

A. FOOTNOTES:

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

Where the contract provides for night work outside the regular hours of work, the employees shall be paid at straight time plus a 30% night work premium for the 8 hours worked during the night.

Firewatch work performed after regular hours shall be paid an additional 10% premium. Second and Third Shift work will be paid at a 30% premium.

Contractor requesting laborers certified for hazardous material work and/or employed on hazardous material shall be required to pay an additional 10% premium.

PAIN0009-002 05/01/2018

Rates Fringes

PAINTER

GLAZIERS.....\$ 29.05 18.88

Painters, Drywall Finishers.\$ 45.70

27.67

Spray, Scaffold,

Sandblasting......\$ 48.70

27.67

PAIN0806-010 10/01/2018

Rates Fringes

Painters:

Stuctural Steel and Bridge..\$ 49.50 41.88

PAIN1974-002 06/28/2018

Rates Fringes

Painters:

DRYWALL TAPERS/POINTERS.....\$ 47.82 25.21

PLAS0262-003 08/01/2018

Rates Fringes

PLASTERER.....\$ 45.58 26.52

PLAS0780-001 07/01/2018

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 51.97 33.56

PLUM0200-001 11/01/2018

Rates Fringes

PLUMBER

BUILDING CONSTRUCTION:.....\$ 52.48 38.55

RESIDENTIAL CONSTRUCTION:...\$ 29.96 13.41

PLUM0638-001 12/28/2016

Rates Fringes

PLUMBER

SERVICE FITTERS......\$ 26.30 2.55

SPRINKLER FITTERS,

STEAMFITTERS......\$ 61.81 48.30

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial

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

ROOF0154-001 05/01/2017

Rates Fringes

ROOFER.....\$ 40.00 35.62

SHEE0028-002 07/31/2014

Rates Fringes

SHEET METAL WORKER

BUILDING CONSTRUCTION......\$ 50.91 36.70 RESIDENTIAL CONSTRUCTION....\$ 27.22 16.48

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TEAM0282-002 07/01/2017

Rates Fringes

TRUCK DRIVER.....\$ 39.685 41.84+a

FOOTNOTES:

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

General Decision Number: NY190001 01/04/2019 NY1

Superseded General Decision Number: NY20180001

State: New York aed 02/15/2019

Construction Type: Heavy Dredging

Counties: New York Statewide.

STATEWIDE

New York

All dredging, except self-propelled hopper dredges, on the Atlantic Coast and tributary waters emptying into the Atlantic Ocean.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/04/2019

* ENGI0025-001 10/01/2017

STATEWIDE

Rates Fringes

Dredging:

CLASS A	\$ 38.18	16.21+a+b
CLASS B1	\$ 33.03	15.80+a+b
CLASS B2	\$ 31.09	15.65+a+b
CLASS C1	\$ 30.24	14.83+a+b
CLASS C2	\$ 29.26	14.75+a+b
CLASS D	\$ 24.30	13.60+a+b

CLASSIFICATIONS:

CLASS A: Lead Dredgeman, Operator, Leverman, Licensed Tug

Operator over 1000 HP.

CLASS B1: Derrick Operator, Spider/Spill Barge Operator,

Engineer, Electrician, Chief Welder, Chief Mate, Fill

Placer, Operator II, Maintenance Engineer, Licensed Boat

Operator. CLASS B2: Certified Welder.

CLASS C1: Mate, Drag Barge Operator, Steward, Assistant Fill

Placer, Welder.

CLASS C2: Boat Operator

CLASS D: Shoreman, Deckhand, Rodman, Scowman, Cook, Messman,

Porter/Janitor, Oiler.

INCENTIVE PAY: (Add to Hourly Rate)

Operator (NCCCO License/Certification) \$1.50 Licensed Tug Operator over 1000 HP (Assigned as Master) (USCG licensed Master of Towing Vessels (MOTV) \$1.50; Licensed Boat Operator (Assigned as lead boat captain) USCG licensed boat operator \$1.00; Engineer (QMED and Tankerman endorsement or licensed engineer (USCG) \$1.50 Oiler (QMED and Tankerman endorsement (USCG) \$1.50; All classifications (Tankerman endorsement only) USCG \$1.25; Deckhand or Mate (AB with Lifeboatman endorsement (USCG) \$1.50; All classifications (lifeboatman endorsement only (USCG) \$1.25; Welder (ABS certification) \$0.50

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day b. VACATION: Eight percent (8%) of the straight time rate, multiplied by the total hours worked.

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

General Decision Number: NY190028 01/04/2019 NY28

Superseded General Decision Number: NY20180028

State: New York aed 02/15/2019

Construction Type: Heavy Dredging

Counties: Bronx, Kings, Nassau, Queens, Richmond, Suffolk and

Westchester Counties in New York.

HOPPER DREDGE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/04/2019

SUNY1993-003 05/24/1993

Rates Fringes

Self-Propelled Hopper Dredge, Drag Tender.....\$ 8.21 -----

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

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WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
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- * a survey underlying a wage determination
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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

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Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.	
	=

END OF GENERAL DECISION



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

CENAN-CT 19 April 2019

Subject: Contract No. W912DS19C0010 (initiated under IFB No. W912DS19B0002), Fire Island Inlet to Moriches Inlet (FIMI) Contract 3B2, Ocean Bay Park to Davis Park, Suffolk County, NY

Weeks Marine, Inc. Attn: Chuck Broussard 304 Gaille Drive Innwoods Business Park Covington, LA 70433

Dear Mr. Broussard:

You are hereby notified that your bid dated 26 March 2019 submitted in response to subject Invitation for Bid is awarded in the amount of \$37,039,250.00 for CLINs 0001 through 0010.

Prior to issuance of the Notice to Proceed you must submit two originals each of your executed payment and performance bonds, as required by the solicitation, using the latest version of the bonds (SF 25: 8/2016; SF 25A: 10/1998) – prior versions are unacceptable. In accordance with Section 00 73 00, Special Contract Requirements, it is required that you furnish evidence of insurance. A revised edition of the ACORD 25 was published in October 2009. Please have your Insurance Company use that form. Also, this language should be included in the Certificate of Liability Insurance form in the section marked Description of Operations/Locations/Vehicles.

"Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer."

No work is to be performed prior to Notice to Proceed. Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO)), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

The Federal Acquisition Regulation requires that Past Performance Information (PPI) be collected on DoD contracts. The Government now has a web-enabled application that collects and manages contractor past performance data. This system, "CONTRACTOR

PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS), allows both the government and the contractor to submit their portion of the Contractor Performance Assessment Report via the internet (https://cpars.cpars.gov/cpars/app/home.do)

Please execute and submit requested payment and performance bonds and return them to this office: U.S. Army Corps of Engineers, Attn: Monica Chahary, Contract Specialist, 26 Federal Plaza, Rm. 1843, New York, NY 10278-0090 within 10 (ten) days of receipt of this letter.

Sincerely,

Nicholas P. Emanuel Contracting Officer

Enclosures: Contract Copy

From: Melody Treme MATreme@WeeksMarine.Com Subject: [Non-DoD Source] RE: RMS for FIMI Weeks Marine

Date: May 22, 2019 at 3:00 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil, Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil

Thank you for your help. I have access to RMS for the Fire Island project.

Melody

----Original Message-----From: Melody Treme

Sent: Wednesday, May 22, 2019 9:16 AM

To: Emanuel, Nicholas CIV USARMY CENAN (US) Nicholas CIV USARMY CENAN (US) Nicholas.P.Emanuel@usace.army.mil>; Ferguson, Ryan CIV USARMY CENAN (US)

(USA) < Ryan.M.Ferguson@usace.army.mil > Subject: RE: RMS for FIMI Weeks Marine

Good Morning,

Kindly advise concerning RMS setup for Contract W912DS19C0010.

Thank you, Melody Treme Weeks Marine, Inc. 985-875-2526

-----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil>

Sent: Thursday, May 16, 2019 12:00 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA) < Ryan.M.Ferguson@usace.army.mil>

Cc: Melody Treme < MATreme@WeeksMarine.Com>

Subject: RMS for FIMI Weeks Marine

CAUTION: EXTERNAL SENDER

Ryan can you help Melody set up RMS for this contract?

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

Fax: 212-264-3013

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From: Melody Treme MATreme@WeeksMarine.Com Subject: [Non-DoD Source] RE: RMS for FIMI Weeks Marine

Date: May 22, 2019 at 10:17 AM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil, Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil

Good Morning,

Kindly advise concerning RMS setup for Contract W912DS19C0010.

Thank you, Melody Treme Weeks Marine, Inc. 985-875-2526

-----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil >

Sent: Thursday, May 16, 2019 12:00 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA) < Ryan.M.Ferguson@usace.army.mil>

Cc: Melody Treme < MATreme@WeeksMarine.Com>

Subject: RMS for FIMI Weeks Marine

CAUTION: EXTERNAL SENDER

Ryan can you help Melody set up RMS for this contract?

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

Phone: 917-790-8069 Fax: 212-264-3013

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From: Perry S. Brown PSBrown@WeeksMarine.Com

Subject: [Non-DoD Source] Cad Drawings Fire Island

Date: June 27, 2019 at 7:04 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil

Cc: Bian, Shewen CIV USARMY CENAD (USA) Shewen.W.Bian@usace.army.mil, Kathryn C. Armstrong

KCArmstrong@WeeksMarine.Com, Doug E. Nelson DENelson@WeeksMarine.Com

Ryan,

When can we expect to receive a cad file for the Fire Island Stabilization Project? We are getting ready for BD Surveys and this would help us out immensely.

Thanks,

Perry BrownSite Manager
Weeks Marine Inc.

304 Gaille Drive Covington, LA 70433

Mobile: (630) 842-2178

<u>psbrown@weeksmarine.com</u> Blockedwww.weeksmarine.com



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From: Ferguson, Ryan CIV USARMY CENAN (USA)

FERGUSON+2C+20R@eguardtech.com

Subject: RE: Cad Drawings Fire Island Date: July 5, 2019 at 8:33 AM

To: Perry S. Brown PSBrown@WeeksMarine.Com

Cc: Bian, Shewen CIV USARMY CENAD (USA) Shewen.W.Bian@usace.army.mil, Kathryn C. Armstrong KCArmstrong@WeeksMarine.Com, Doug E. Nelson DENelson@WeeksMarine.Com

Perry,

I've received the CAD files from our engineering department. The file is too large to transmit via e-mail. I have an external hard drive that I will save the files to and on Monday I can come to the field office and share the files with you.

Thank you,

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

----Original Message---

From: Ferguson, Ryan CIV USARMY CENAN (USA) Sent: Monday, July 1, 2019 7:57 AM To: Perry S. Brown < PSBrown@WeeksMarine.Com>

Cc: Bian, Shewen CIV USARMY CENAD (USA) < Shewen.W.Bian@usace.army.mil>; Kathryn C. Armstrong < KCArmstrong@WeeksMarine.Com>; Doug E. Nelson

<DENelson@WeeksMarine.Com> Subject: RE: Cad Drawings Fire Island

Hey Perry,

Requested those from our engineering department. Hoping to get a quick turnaround on those. As soon as I have them I'll provide copies to Weeks.

Ryan Ferguson Project Engineer/COR
Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

-----Original Message----From: Perry S. Brown [mailto:PSBrown@WeeksMarine.Com]

Sent: Thursday, June 27, 2019 7:01 PM

Sent: Thursday, June 27, 2019 7:01 FM

To: Ferguson, Ryan CIV USARMY CENAN (USA) < Ryan.M.Ferguson@usace.army.mil>

Cc: Bian, Shewen CIV USARMY CENAD (USA) < Shewen.W.Bian@usace.army.mil>; Kathryn C. Armstrong < KCArmstrong@WeeksMarine.Com>; Doug E. Nelson

Subject: [Non-DoD Source] Cad Drawings Fire Island

Ryan,

When can we expect to receive a cad file for the Fire Island Stabilization Project? We are getting ready for BD Surveys and this would help us out immensely.

Thanks,

Perry Brown

Site Manager

Weeks Marine Inc.

304 Gaille Drive

Covington, LA 70433

Mobile: (630) 842-2178

psbrown@weeksmarine.com <mailto:psbrown@weeksmarine.com>

Blockedwww.weeksmarine.com <Blockedhttp://www.weeksmarine.com>

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Good Morning Nick:

I left you a voicemail message, we are wondering the status of Sandy Hook? Could you please give me an update? I would greatly appreciate it!

Sincerely,

Belinda Crawford
Procurement Administrator
Dredging Division
Weeks Marine, Inc.
(985) 875-2500
bcrawford@weeksmarine.com



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Good Morning Nick:

Can you tell us when to expect NTP on Sandy Hook?

Sincerely,

Belinda Crawford
Procurement Administrator
Dredging Division
Weeks Marine, Inc.
(985) 875-2500
bcrawford@weeksmarine.com



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From: Melody Treme MATreme@WeeksMarine.Com @

Subject: [Non-DoD Source] RE: Signature Requested: FIMI 3B2 - Exercise of Option 1

Date: July 23, 2019 at 4:55 PM

To: Chahary, Monica C CIV USARMY CENAN (USA) Monica.C.Chahary@usace.army.mil, Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Cc: crbrousard@weeksmarine.com crbroussard@weeksmarine.com, Matthew T. Henry MTHenry@WeeksMarine.Com, Joseph M. Mazzarella JMMazzarella@WeeksMarine.Com, Belinda Crawford BCrawford@WeeksMarine.Com

Good Afternoon,

Attached please find the signed modification for Contract W912DS19C0010.

Kind Regards, Melody Treme Weeks Marine, Inc.

304 Gaille Drive Covington, LA 70433

Direct (985) 875-2526 matreme@weeksmarine.com Blockedwww.weeksmarine.com



From: Chahary, Monica C CIV USARMY CENAN (USA)

<a href="mailto: Monica.C.Chahary@usace.army.mil Sent: Tuesday, July 23, 2019 11:24 AM

To: Chuck Broussard < CRBroussard@WeeksMarine.Com>

Cc: Belinda Crawford <BCrawford@WeeksMarine.Com>; Emanuel, Nicholas CIV

USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil > Subject: Signature Requested: FIMI 3B2 - Exercise of Option 1

CAUTION: EXTERNAL SENDER

Good Afternoon Mr. Broussard,

Your signature is requested on the attached contract modification to exercise Optional CLIN 0011 (Option 1) in the amount of \$5,000.00, for FIMI 3B2 - W912DS19C0010.

Thank you,

Monica Chahary
Contract Specialist
U.S. Army Corps of Engineers
New York District
Phone: 917-790-8182

Fax: 212-264-3013



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2019.07.23.Fire.I sland....ed.pdf

AMENDMENT OF SOLICITA	TION/MODIE	ICATION OF CONTRACT	1. CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA		ication of contract			1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	TNO.(Ifapplicable)
	22-Jul-2019	SEE SCHEDULE			
6. ISSUED BY CODE	W912DS	7. ADMINISTERED BY (Ifother than item 6)	CO	DE W91	2DS
US ARMY CORPS OF ENGINEERS, NEWYORK 26 FEDERAL PLAZA, RM 16-300 NEWYORK NY 10278-0090		US ARMY CORPS OF ENGINEERS, NEWYORK 26 FEDERAL PLAZA, RM 1843 NEWYORK NY 10278-0090			
8. NAME AND ADDRESS OF CONTRACT OR	No., Street, County, S	State and Zip Code)	9A. AMENDM	ENT OF SC	OLICITATION NO.
WEEKS MARINE, INC. BELINDA B. DUFRENE 304 GAILLE DR	, , , , ,	, ,	9B. DATED (S	EE ITEM 1	11)
COVINGTON LA 70433-9125		· · · · · · · · · · · · · · · · · · ·	X 10A MOD OF W912DS19C00	CONTRAC	CT/ORDER NO.
			10B. DATED X 19-Apr-2019	(SEE ITEM	1 13)
CODE 1RHV3	FACILITY COD	E PPLIES TO AMENDMENTS OF SOLIC	107.pr 20.0		
The above numbered solicitation is amended as set forth			is extended,	is not ext	ended
Offer must acknowledge receipt of this amendment prior		<u></u>			cnucu,
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED ATTHE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this an provided each telegram or letter makes reference to the	copies of the amendmen ference to the solicitation a E RECEIPT OF OFFERS I mendment you desire to cha	it; (b) By acknowledging receipt of this amendmen and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED nge an offer already submitted, such change may be	t on each copy of the oi CKNOWLEDGMENT MAY RESULT IN : made by telegram or le	то ве	;
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)				
See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT S'ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
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/C office, appropriation date, etc.) SET FORT	RDER IS MODIFIED	TO REFLECT THE ADMINISTRATIVE	E CHANGES (such	as changes	in paying
C. THIS SUPPLEMENTAL AGREEMENT IS					
X D. OTHER (Specify type of modification and FAR 52.243-4 - Changes & FAR 17.207 - Ex	authority) ercise of Options				
E. IMPORTANT: Contractor is not,		n this document and return 1	copies to the issuin	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: e3ctcmcc19348 The purpose of this modification is to: 1. Exercise Optional CLIN 0011 in the amount of \$5,000.00. The total cost of this contract was increased by \$5,000.00 from \$37,039,250.00 to \$37,044,250.00. All other terms and conditions remain unchanged.					
Except as grovided herein, all terms and conditions of the d	ocument referenced in Item:	9A or 10A, as heretofore changed, remains unchan	ged and in full force and	i effect.	
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO	TRACTING OFFI	CER (Type	e or print)
J. Stephen Chatry, Senior Vice		TEL:	EMAL		(A. D. IIII)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D 16B. UNITED STATES OF AMER	ICA	10	6C. DATE SIGNED
U	7/23/2019	BY Office of Contraction Offi	i		
(Signature of person authorized to sign)	<u> </u>	(Signature of Contracting Off	icer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$5,000.00 from \$37,039,250.00 to \$37,044,250.00.

CLIN 0011

The option status has changed from Option to Option Exercised.

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,000.00 from \$37,039,250.00 to \$37,044,250.00.

CLIN 0011:

AB: 96X31220000 082421 32003265B90WDLOC NA 96303 (CIN W16ROE915541940001) was increased by \$5,000.00 from \$0.00 to \$5,000.00

The contract ACRN AB has been added.

The CIN W16ROE915541940001 has been added.

(End of Summary of Changes)

From: Melody Treme MATreme@WeeksMarine.Com @

Subject: [Non-DoD Source] RE: Fire Island - Contract 19C0010 - Mod P00001

Date: July 24, 2019 at 4:58 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Cc: Chahary, Monica C CIV USARMY CENAN (USA) Monica.C.Chahary@usace.army.mil, SJChatry@weeksmarine.com, Joseph M. Mazzarella JMMazzarella@WeeksMarine.Com, Matthew T. Henry MTHenry@WeeksMarine.Com, Guy Guidry GMGuidry@WeeksMarine.Com, Jennifer Brisolara JCBrisolara@WeeksMarine.Com, crbrousard@weeksmarine.com

crbroussard@weeksmarine.com

Good Afternoon,

Attached please find the signed revised modification for Contract W912DS19C0010.

Thank you, Melody Treme Weeks Marine, Inc. 985-875-2526

----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) <Nicholas.P.Emanuel@usace.army.mil>

Sent: Wednesday, July 24, 2019 1:08 PM

To: Melody Treme <MATreme@WeeksMarine.Com>; Belinda Crawford <BCrawford@WeeksMarine.Com>

Cc: Chahary, Monica C CIV USARMY CENAN (USA) <Monica.C.Chahary@usace.army.mil>

Subject: Signature Requested: FIMI 3B2 - additional insurance

Melody,

I apologize I needed to reword this since technically the option expired, 16 July 2019, and I have to add a new line item. Please have Steve resign.

V/R, Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District

Phone: 917-790-8069 Fax: 212-264-3013

----Original Message-----

From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

Sent: Tuesday, July 23, 2019 4:50 PM

To: Chahary, Monica C CIV USARMY CENAN (USA) < Monica.C.Chahary@usace.army.mil>; Emanuel, Nicholas CIV USARMY

CENAN (US) <Nicholas.P.Emanuel@usace.army.mil>

 $M.\ Mazzarella < JMMazzarella @WeeksMarine.Com>; Belinda\ Crawford < BCrawford @WeeksMarine.Com>; Belinda\ Crawford < BCrawford & Crawford &$

Subject: [Non-DoD Source] RE: Signature Requested: FIMI 3B2 - Exercise of Option 1

Good Afternoon,

Attached please find the signed modification for Contract W912DS19C0010.

Kind Regards,

Melody Treme

Weeks Marine, Inc.

304 Gaille Drive

Covington, LA 70433

МТ

Direct (985) 875-2526

matreme@weeksmarine.com <mailto:matreme@weeksmarine.com>

BlockedBlockedwww.weeksmarine.com <BlockedBlockedhttp://www.weeksmarine.com/>

From: Chahary, Monica C CIV USARMY CENAN (USA) < Monica.C.Chahary@usace.army.mil

<mailto:Monica.C.Chahary@usace.army.mil>>

Sent: Tuesday, July 23, 2019 11:24 AM

To: Chuck Broussard «CRBroussard@WeeksMarine.Com <mailto:CRBroussard@WeeksMarine.Com>>

Cc: Belinda Crawford <BCrawford@WeeksMarine.Com <mailto:BCrawford@WeeksMarine.Com>>; Emanuel, Nicholas CIV USARMY

CENAN (US) <Nicholas.P.Emanuel@usace.army.mil <mailto:Nicholas.P.Emanuel@usace.army.mil> >

Subject: Signature Requested: FIMI 3B2 - Exercise of Option 1

CAUTION: EXTERNAL SENDER

Good Afternoon Mr. Broussard,

Your signature is requested on the attached contract modification to exercise Optional CLIN 0011 (Option 1) in the amount of \$5,000.00, for FIMI 3B2 - W912DS19C0010.

Thank you,

Monica Chahary Contract Specialist U.S. Army Corps of Engineers New York District Phone: 917-790-8182

Fax: 212-264-3013

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2019.07.24.Fire.I sland....ed.pdf

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	TION/MODIF.	ICATION OF CONTRACT	ļ		1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	'NO (Ifapplicable)
		SEE SCHEDULE			
6. ISSUED BY CODE	W912DS	7. ADMINISTERED BY (Ifother than item 6)	COI	DE W912	2DS
US ARMY CORPS OF ENGINEERS, NEWYORK		US ARMY CORPS OF ENGINEERS, NEWYORK 26 FEDERAL PLAZA, RM 1843		\ <u></u>	
26 FEDERAL PLAZA, RM 16-300		NEWYORK NY 10278-0090			
NEW YORK NY 10278-0090					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, S	tate and Zip Code)	9A. AMENDMI	ENT OF SO	LICITATION NO.
WEEKS MARINE, INC. BELINDA B. DUFRENE		 -	OD DATED (ST	TE TEEN (1	1\
304 GAILLE DR			9B. DATED (SE	SE II EM I	1)
COVINGTON LA 70433-9125			, 10A. MOD. OF	CONTRAC	T/ORDER NO.
		<u> </u>	W912DS19C00	10	
		,	10B. DATED (SEE ITEM	13)
CODE 1RHV3	FACILITY COD	<u> </u>	K 19-Apr-2019		
11.7	THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLICE	TATIONS	<u></u>	
The above numbered solicitation is amended as set forth	in Item 14. The hour and o	late specified for receipt of Offer	is extended,	is not exte	nded.
Offer must acknowledge receipt of this amendment prior	to the hour and date speci	fied in the solicitation or as amended by one of the	following methods:		
(a) By completing Items 8 and 15, and returning	copies of the amendmen	t; (b) By acknowledging receipt of this amendment	on each copy of the off	er submitted;	
or (c) By separate letter or telegram which includes a ref RECEIVED ATTHE PLACE DESIGNATED FOR THI	erence to the solicitation a E RECEIPT OF OFFERS F	INDITION TO THE HOUR AND DATE SPECIFIED I	MAY RESULTIN	IO BE	
REJECTION OF YOUR OFFER. If by virtue of this am	endment you desire to char	nge an offer already submitted, such change may be	made by telegram or let	ter,	
provided each telegramor letter makes reference to the s	olicitation and this amend	ment, and is received prior to the opening hour and	date specified.		
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)				
See Schedule					
		O MODIFICATIONS OF CONTRACTS			
		T/ORDER NO. AS DESCRIBED IN ITEM		(ADE DIG	***
A. THIS CHANGE ORDER IS ISSUED PURSU. CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify at	thority) THE CHANGES SET FORTH II	NITEM 14 ARE N	IADE IN 1	HE
CONTINUE CABEATO. IN THE INTERNAL					
B. THE ABOVE NUMBERED CONTRACT/O	RDER IS MODIFIED	TO REFLECT THE ADMINISTRATIVE	E CHANGES (such a	as changes i	n paying
office, appropriation date, etc.) SET FORTI			43.103(B).		
X C. THIS SUPPLEMENT AL AGREEMENT IS:	ENTERED INTO PU	RSUANT TO AUTHORITE OF.			
D. OTHER (Specify type of modification and a	uthority)				
		•			
E. IMPORTANT: Contractor is not,	is required to sign	this document and return 1	copies to the issuing	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFIC	CATION (Organized	by UCF section headings including solicit	ation/contract subje	ect matter	
where feasible.)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	e, e e e e e e e e e e e e e e e e e e			
Modification Control Number: e3ct9npe19	351				
The purpose of this modification is to:					
Add CLIN 0012 in the amount of \$5,000.00					
The total Cost of this contract was increased by	y \$5,000.00 from \$3	7,039,250.00 to \$37,044,250.00. All oth	er terms and cond	litions rema	iin
unchanged.					
/)					
Except as provided herein, all terms and conditions of the do					
15A. NAME AND TITLE OF SIGNER (Type or)	print)	16A. NAME AND TITLE OF CON	TRACTING OFFI	CER (Type	or print)
J./Stephen Chatry, Senior Vice	President	TEL:	EMAIL		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED			16	C. DATE SIGNED
(Signature of person authorized to sign)	7/24/2019	(Signature of Contracting Office	cer)		
(DiBurrane or bergon arrivorized to gibit)	1	/a-B-mema at politicapeuring Offi	·,		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$5,000.00 from \$37,039,250.00 to \$37,044,250.00.

CLIN 0012 is added as follows:

ITEM NO

SUPPLIES/SERVICES

QUANTITY

UNIT Job UNIT PRICE \$5,000.00

AMOUNT \$5,000.00

0012 Additional Insurance

FFP

State, County, Town and City in accordance with para "Insurance Procured by

Contractor", section 007300 18

FOB: Destination

PURCHASE REQUEST NUMBER: W16ROE91554194

NET AMT

\$5,000.00

ACRN AB

CIN: W16ROE915541940001

\$5,000.00

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,000.00 from \$37,039,250.00 to \$37,044,250.00.

CLIN 0012:

Funding on CLIN 0012 is initiated as follows:

ACRN: AB

CIN: W16ROE915541940001

Acctng Data: 96X31220000 082421

32003265B90WDLOC

NA 96303

Increase: \$5,000.00

Total: \$5,000.00

SECTION 00 70 00 - CONDITIONS OF THE CONTRACT

The following Acceptance/Inspection Schedule was added for CLIN 0012:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

W912DS19C0010 (e3ct9npe19351) Page 3 of 3

N/A

N/A

N/A

Government

(End of Summary of Changes)

From: Melody Treme MATreme@WeeksMarine.Com

Subject: [Non-DoD Source] RE: Signature Requested: FIMI 3B2 - additional insurance

Date: July 24, 2019 at 2:27 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil, Belinda Crawford

BCrawford@WeeksMarine.Com

Cc: Chahary, Monica C CIV USARMY CENAN (USA) Monica.C.Chahary@usace.army.mil

Thank you. I received the modification. I'll send you a signed copy by email.

Kind Regards, Melody Treme Weeks Marine, Inc. 985-875-2526

-----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil >

Sent: Wednesday, July 24, 2019 1:08 PM

To: Melody Treme < MATreme@WeeksMarine.Com>; Belinda Crawford@WeeksMarine.Com>

Cc: Chahary, Monica C CIV USARMY CENAN (USA) < Monica.C. Chahary@usace.army.mil>

Subject: Signature Requested: FIMI 3B2 - additional insurance

Melody,

I apologize I needed to reword this since technically the option expired, 16 July 2019, and I have to add a new line item. Please have Steve resign.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

Phone: 917-790-8069 Fax: 212-264-3013

----Original Message----

From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

Sent: Tuesday, July 23, 2019 4:50 PM

To: Chahary, Monica C CIV USARMY CENAN (USA) Monica C CIV USARMY CENAN (USA) Monica.c..Chahary@usace.army.mil; Emanuel, Nicholas CIV USARMY

CENAN (US) < Nicholas.P.Emanuel@usace.army.mil >

Cc: crbrousard@weeksmarine.com; Matthew T. Henry MTHenry@WeeksMarine.Com; Joseph

M. Mazzarella < JMMazzarella @ WeeksMarine.Com>; Belinda Crawford < BCrawford@WeeksMarine.Com>

Subject: [Non-DoD Source] RE: Signature Requested: FIMI 3B2 - Exercise of Option 1

Good Afternoon,

Attached please find the signed modification for Contract W912DS19C0010.

Kind Regards,

Melody Treme

Weeks Marine, Inc.

304 Gaille Drive

Covington, LA 70433

Direct (985) 875-2526

МТ

טווטטנ (טטט) טוט בטבט

matreme@weeksmarine.com <mailto:matreme@weeksmarine.com>

BlockedBlockedwww.weeksmarine.com/>

 $\label{lem:com:composition} From: Chahary, Monica C CIV USARMY CENAN (USA) < \underline{Monica.C.Chahary@usace.army.mil}$

<mailto:Monica.C.Chahary@usace.army.mil>>

Sent: Tuesday, July 23, 2019 11:24 AM

To: Chuck Broussard < CRBroussard@WeeksMarine.Com < mailto: CRBroussard@WeeksMarine.Com >>

Cc: Belinda Crawford «BCrawford@WeeksMarine.Com <mailto:BCrawford@WeeksMarine.Com>>; Emanuel, Nicholas CIV USARMY

CENAN (US) <Nicholas.P.Emanuel@usace.army.mil <mailto:Nicholas.P.Emanuel@usace.army.mil>>

Subject: Signature Requested: FIMI 3B2 - Exercise of Option 1

CAUTION: EXTERNAL SENDER

Good Afternoon Mr. Broussard.

Your signature is requested on the attached contract modification to exercise Optional CLIN 0011 (Option 1) in the amount of \$5,000.00, for FIMI 3B2 - W912DS19C0010.

Thank you,

Monica Chahary Contract Specialist U.S. Army Corps of Engineers New York District Phone: 917-790-8182

Phone: 917-790-818 Fax: 212-264-3013

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AMENDMENT OF SOLICITA	TION/MODIF	CATION OF CONTRACT	1. CONTRACT	ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	2 FEFECTIVE DATE	A DECUMENTAL PROPERTY OF DEC. NO.		l s nnomen	1 3
P00001	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT	NO.(Ifapplicable)
6. ISSUED BY CODE	W912DS	7. ADMINISTERED BY (Ifother than item 6)	COI	DE W912	DS
US ARMY CORPS OF ENGINEERS, NEWYORK 26 FEDERAL PLAZA, RM 16-300 NEWYORK NY 10278-0090		US ARMY CORPS OF ENGINEERS, NEWYORI 26 FEDERAL PLAZA, RM 1843 NEWYORK NY 10278-0090	K		
8. NAME AND ADDRESS OF CONTRACTOR (No Street County St	rate and 7 in Code)	19A AMENDMI	ENT OF SOI	ICITATION NO.
WEEKS MARINE, INC. BELINDA B. DUFRENE	140., Street, County, St	ate and Zip Code)	9B. DATED (SE		
304 GAILLE DR COVINGTON LA 70433-9125		-	104 MOD OF		·
		-	X W912DS19C00	110	
CODE 1RHV3	FACILITY CODI	=	X 19-Apr-2019	OLL II LIVI	13)
		PLIES TO AMENDMENTS OF SOLIC			
The above numbered solicitation is amended as set forth	in Item 14. The hour and d	ate specified for receipt of Offer	is extended,	is not exten	ded.
Offer must acknowledge receipt of this amendment prior	to the hour and date specif	ied in the solicitation or as amended by one of the	e following methods:	_	
(a) By completing Items 8 and 15, and returning	-	(b) By acknowledging receipt of this amendmen	_	er submitted;	
or (c) By separate letter or telegram which includes a ref				TO BE	
RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this am				ter	
provided each telegramor letter makes reference to the s	-			,	
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)				
See Schedule					
		O MODIFICATIONS OF CONTRACTS F/ORDER NO. AS DESCRIBED IN ITE			
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/OF office, appropriation date, etc.) SET FORT	H IN ITEM 14, PURS	JANT TO THE AUTHORITY OF FAR		as changes in	paying
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 52.243-4	ENTERED INTO PUI	RSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and a	uthority)			,	
E. IMPORTANT: Contractor is not,	is required to sign	this document and return 1	copies to the issuing	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: e3ct9npe19351 The purpose of this modification is to:					
Add CLIN 0012 in the amount of \$5,000.00					
The total Cost of this contract was increased by \$5,000.00 from \$37,039,250.00 to \$37,044,250.00. All other terms and conditions remain unchanged.					
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 p		16A. NAME AND TITLE OF COM			r print)
J. Stephen Chatry, Senior Vice	-	Nicholas Emanuel Con	tracting Officer		@usace.army.mil
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMER			DATE SIGNED
		ВУ			_
(Signature of person authorized to sign)	7/24/2019	(Signature of Contracting Off	icer)		25-Jul-2019

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$5,000.00 from \$37,039,250.00 to \$37,044,250.00.

CLIN 0012 is added as follows:

ITEM NO

SUPPLIES/SERVICES

QUANTITY

UNIT Job UNIT PRICE \$5,000.00

AMOUNT \$5,000.00

0012 Additional Insurance

FFP

State, County, Town and City in accordance with para "Insurance Procured by

Contractor", section 007300 18

FOB: Destination

PURCHASE REQUEST NUMBER: W16ROE91554194

NET AMT

\$5,000.00

ACRN AB

CIN: W16ROE915541940001

\$5,000.00

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,000.00 from \$37,039,250.00 to \$37,044,250.00.

CLIN 0012:

Funding on CLIN 0012 is initiated as follows:

ACRN: AB

CIN: W16ROE915541940001

Acctng Data: 96X31220000 082421

32003265B90WDLOC

NA 96303

Increase: \$5,000.00

Total: \$5,000.00

SECTION 00 70 00 - CONDITIONS OF THE CONTRACT

The following Acceptance/Inspection Schedule was added for CLIN 0012:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

W912DS19C0010 (e3ct9npe19351) Page 3 of 3

N/A

N/A

N/A

Government

(End of Summary of Changes)

From: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Subject: RE: Fire Island - Contract 19C0010 - Mod P00001

Date: July 25, 2019 at 1:11 PM

To: Melody Treme MATreme@WeeksMarine.Com

Cc: Chahary, Monica C CIV USARMY CENAN (USA) Monica.C.Chahary@usace.army.mil, SJChatry@weeksmarine.com, Joseph M. Mazzarella JMMazzarella@WeeksMarine.Com, Matthew T. Henry MTHenry@WeeksMarine.Com, Guy Guidry GMGuidry@WeeksMarine.Com, Jennifer Brisolara JCBrisolara@WeeksMarine.Com, crbrousard@weeksmarine.com

crbroussard@weeksmarine.com

Melody,

Thank you for the quick turnaround. Attached please find signed modification.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

Phone: 917-790-8069 Fax: 212-264-3013

----Original Message-----

From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

Sent: Wednesday, July 24, 2019 4:55 PM

To: Emanuel, Nicholas CIV USARMY CENAN (US) <Nicholas.P.Emanuel@usace.army.mil>

Cc: Chahary, Monica C CIV USARMY CENAN (USA) < Monica. C. Chahary@usace.army.mil>; SJChatry@weeksmarine.com; Joseph

M. Mazzarella Matthew T. Henry MTHenry@WeeksMarine.Com; Guy Guidry GMGuidry@WeeksMarine.Com; JCBrisolara@WeeksMarine.Com; crbrousard@weeksmarine.com Crbroussard@weeksmarine.com

Subject: [Non-DoD Source] RE: Fire Island - Contract 19C0010 - Mod P00001

Good Afternoon,

Attached please find the signed revised modification for Contract W912DS19C0010.

Thank you, Melody Treme Weeks Marine, Inc. 985-875-2526

-----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil>

Sent: Wednesday, July 24, 2019 1:08 PM

To: Melody Treme < MATreme@WeeksMarine.Com>; Belinda Crawford@WeeksMarine.Com>

Cc: Chahary, Monica C CIV USARMY CENAN (USA) < Monica C. Chahary@usace.army.mil>

Subject: Signature Requested: FIMI 3B2 - additional insurance

Melody,

I apologize I needed to reword this since technically the option expired, 16 July 2019, and I have to add a new line item. Please have Steve resign.

V/R, Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069 Fax: 212-264-3013

----Original Message-----

From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

Sent: Tuesday, July 23, 2019 4:50 PM

To: Chahary, Monica C CIV USARMY CENAN (USA) < Monica.C.Chahary@usace.army.mil>; Emanuel, Nicholas CIV USARMY

CENAN (US) <Nicholas.P.Emanuel@usace.army.mil>

Cc: crbrousard@weeksmarine.com <crbroussard@weeksmarine.com>; Matthew T. Henry <MTHenry@WeeksMarine.Com>; Joseph

M. Mazzarella < JMMazzarella@WeeksMarine.Com>; Belinda Crawford < BCrawford@WeeksMarine.Com>

Subject: [Non-DoD Source] RE: Signature Requested: FIMI 3B2 - Exercise of Option 1

Good Afternoon,

Attached please find the signed modification for Contract W912DS19C0010.

Kind Regards,

Melody Treme

Weeks Marine, Inc.

304 Gaille Drive

Covington, LA 70433

Direct (985) 875-2526

matreme@weeksmarine.com <mailto:matreme@weeksmarine.com>

BlockedBlockedwww.weeksmarine.com/>

From: Chahary, Monica C CIV USARMY CENAN (USA) < Monica.C.Chahary@usace.army.mil

<mailto:Monica.C.Chahary@usace.army.mil>>

Sent: Tuesday, July 23, 2019 11:24 AM

To: Chuck Broussard < CRBroussard@WeeksMarine.Com < mailto: CRBroussard@WeeksMarine.Com >>

Cc: Belinda Crawford < BCrawford@WeeksMarine.Com < mailto:BCrawford@WeeksMarine.Com >>; Emanuel, Nicholas CIV USARMY

CENAN (US) <Nicholas.P.Emanuel@usace.army.mil <mailto:Nicholas.P.Emanuel@usace.army.mil>>

Subject: Signature Requested: FIMI 3B2 - Exercise of Option 1

CAUTION: EXTERNAL SENDER

Good Afternoon Mr. Broussard,

Your signature is requested on the attached contract modification to exercise Optional CLIN 0011 (Option 1) in the amount of \$5,000.00, for FIMI 3B2 - W912DS19C0010.

Thank you,

Monica Chahary Contract Specialist U.S. Army Corps of Engineers New York District Phone: 917-790-8182 Fax: 212-264-3013

This email may contain confidential material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this message in error, please notify the sender by reply e-mail or contact the Weeks Marine IT Department at ITGroup@weeksmarine.com, and delete this message, along with any attachments, from your computer.



2019.07.24.Fire.I sland....ed.pdf

Bond No. 8206-35-13

_	CONSE	NT OF SURETY AND INCREASE OF	1. CONTRACT NUMBER	2. MODIFICATION NUMBER	3. DATED
		PENALTY	W912DS19C0010	P00001	07/24/2019
4.	The surety extend to the consent, the the payment each co-su	ds shall apply and on of this and the penalty of the liability of			
		5. NAME OF SURETY(IES)		6. INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND	7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND
Α.	Federal	Insurance Company		\$ 5,000.00	\$ 5,000.00
В. \$				\$	
<u>C.</u>				\$	\$
		A. BUSINESS ADDRESS	B. SIGNATURE*		
	NDIVIDUAL RINCIPAL		C. TYPED NAME AND TITLE D. DATE THIS CONSENT EX		(Affix Seal)
P	ORPORATE RINCIPAL	A. CORPORATE NAME AND BUSINESS ADDRESS WEEKS MARINE, INC. 304 GAILLE DRIVE COVINGTON, LA 70433	B. PERSON EXECUTING CO BY C. TYPED NAME AND TITLE Charles Brous Vice Presiden D. DATE THIS CONSENT EX 7/24/2019	sard Jr.	(Affix Sorgorate Seed)
repr	e Principal c resentative (ver-of-Attorn	r authorized representative shall execute this Consent of e.g., attorney-in-fact) that signs the consent is not a mem ey or a Certificate of Corporate Principal must accompan	Surety and increase of Penalty ber of the partnership, or joint by the consent.	y with the modification to white venture, or an officer of the c	ch it pertains: if the orporation involved, a
Α	Federal 202B Ha	ATE/INDIVIDUAL SURETY'S NAME AND ADDRESS Insurance Company alls Mill Road use Station, NJ 08889	B. PERSON EXECUTING CO BY OWNER C. TYPED NAME AND TITLE Marisol Mojica, Attorney-In-Fact D. DATE THIS CONSENT EX	CECUTED 07/24/2019	(Affix Seal)
В	A. CORPORA	ATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CO BY. C. TYPED NAME AND TITLE D. DATE THIS CONSENT EX	(ECUTED	(Affix Seal)
c	A. CORPORA	ATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CO BY C. TYPED NAME AND TITLE D. DATE THIS CONSENT EX		(Affix Seal)

ACKNOWLEDGEMENT

NOTE: Persons signing in more than one capacity (i.e. president and as individual) must be acknowledged for each capacity.

State of New Jersey County of Hudson SS
On the 24th day of July 2019 Before me, Victoria L. Ernest, personally appeared
Marisol Mojica as Attorney in Fact of the Federal Insurance Company
Personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.
MY COMMISSION EXPIRES
AUGUST 09, 2023 / // Mouan - west
Notary Public (seal)
OPTIONAL
☐ Individual ☐ Corporate Officer ☐ Attorney-in-Fact ☐ Partner — Limited ☐ Partner → General
Trustee Guardian or Conservator Titles(s): Other:
State of
County of SS
On the day of 20 Before me,, personally appeared
Personally known to me -OR-
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Notary Public (seal)
OPTIONAL
☐ Individual ☐ Corporate Officer ☐ Attorney-in-Fact ☐ Partner – Limited ☐ Partner – General
Trustee Guardian or Conservator Titles(s): Other:
State of
County of SS
On the day of 20 Before me, personally appeared \\ Personally known to me -OR- \[\] proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Signification of the annual mode and personal of the second of the secon
Notary Public (seal)
OPTIONAL
Individual Corporate Officer Attorney-in-Fact Partner - Limited Partner - General
Trustee Guardian or Conservator Titles(s): Other:

CHUBB.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

each as their true and lawful Attorney in Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 14th day of February, 2019.

Dawn M. Chlares

Dawn M. Chloros, Assistant Secretary

Atre M Haney Vice President

itephen M. Haney, Vice President









County of Hunterdon

SS

On this 14th day of February, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



PIOSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
NO. SOFT MANUAL CONTRACTOR CONTRACTO

Rose Curtin

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016;

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (i) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 24th day of July, 2019.



Down M. Orlores

Davin M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

EULE

STATE OF NEW YORK DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Federal Insurance Company of Indianapolis, Indiana

a corporation organized under the laws of the State of Indiana and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$4,789,841,853.(Capital \$20,980,068.) as is shown by its sworn financial statement for the year ended December 31, 2018, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 11th day of April, 2019.

Linda A. Lacewell Acting Superintendent

By Ellen Buxbaum

Ellen Buxbaum Special Deputy Superintendent



FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2018

(in thousands)

ASSETS

LIABILITIES AND SURPLUS TO POLICYHOLDERS

Cash and Short Term Investments United States Government, State and Munical Bonds Other Bonds Stocks Other Invested Assets	\$ (360,335) 5,738,426 3,916,616 100,774 959,127	Outstanding Losses and Loss Expenses Reinsurance Payable on Losses and Expenses Unearned Premiums Ceded Reinsurance Premiums Payable Other Liabilities	\$ 8,623,482 1,490,981 1,914,190 405,271 565,865
TOTAL INVESTMENTS	10,354,608	TOTAL LIABILITIES	10,899,789
Investments in Affiliates: Great Northern Ins. Co. Vigilant Ins. Co.	384,987 333,743	Capital Stock Paid-in Surplus Unassigned Funds	20,980 2,711,474 2,057,388
Chubb Indemnity Ins. Co. Chubb National Ins. Co. Chubb European Inv. Holdings, SLP Other Affikates Premiums Receivable	176,202 176,647 120,469 99,299 1,281,368	SURPLUS TO POLICYHOLDERS	4,789,842
Other Assets	2,762,308		
TOTAL ADMITTED ASSETS	\$ 15,689,831	TOTAL LIABILITIES AND SURPLUS	\$ 15,689,631

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2018, investments with a carrying value of \$588,806,856 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly swom, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge, and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2018.

Sworn before me ti

MINO AICE DIGHTON

Notary Public

My commission explices

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Diane Wright, Notary Public

City of Philadelphia, Philadelphia County

My Commission Expires Aug. 8, 2019

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



WEEKS MARINE, INC.

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF WEEKS MARINE, INC.

The undersigned, being all of the members of the Board of Directors of Weeks Marine, Inc., a New Jersey corporation (the "Corporation"), hereby consent, pursuant to N.J.S.A. 14A:6-7.1 of the New Jersey Business Corporation Act, to the adoption of the following resolution at the Board of Directors Meeting held on March 14, 2019:

NOW THEREFORE, be it

RESOLVED, that the following persons are, as of the date hereof, officers of Weeks Marine, Inc. in the offices set forth below:

Office:	Individual
Chairman of the Board	Richard N Weeks
Chief Executive Officer	Richard S. Weeks
President	Eric W. Ellefsen
EVP, General Counsel & Secretary	Patrick J. Whelan
SVP, Treasurer, CFO & Assistant Secretary	Arthur P. Smeding
Senior Vice President	Robert G. Weeks
Senior Vice President	Thomas G. Weeks
Senior Vice President	Christopher Hynes
Senior Vice President	Richard A. Heltzel
Senior Vice President	J. Stephen Chatry
Senior Vice President & Corporate Controller	Michael A. Testani
Vice President	Richard P. Palmer
Vice President	David P. Hafner
Vice President	Jason Marchioni
Vice President	Thomas P. Boynton
Vice President	Timothy J. Weckwerth
Vice President	Charles R. McCaskill
Vice President	Charles Broussard Jr.
Vice President & Assistant Controller	Guy Guidry
Assistant Vice President	Mike Stufflebeme
Assistant Vice President	Elyssa K. Broderick

AND BE IT FURTHER RESOLVED, that such officers are hereby authorized to execute on behalf of the Company such documents and contracts as are necessary to maintain and continue the business of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent on the 14th day of March, 2019.

WEEKS MARINE, INC. DIRECTORS:

Richard N. Weeks

Richard S. Weeks

Thomas G. Weeks

Robert G. Weeks

David Nash

effet Levy

Barry Alperin

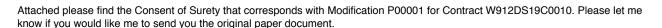


From: Melody Treme MATreme@WeeksMarine.Com @

Subject: [Non-DoD Source] RE: Fire Island - Contract 19C0010 - Mod P00001

Date: July 31, 2019 at 12:27 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil Cc: Chahary, Monica C CIV USARMY CENAN (USA) Monica.C.Chahary@usace.army.mil



Thank you, Melody Treme Weeks Marine, Inc. 985-875-2526

-----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) Nicholas CIV USARMY CENAN (US) Nicholas CIV USARMY CENAN (US) Nicholas.P.Emanuel@usace.army.mil>

Sent: Thursday, July 25, 2019 12:12 PM

To: Melody Treme < MATreme@WeeksMarine.Com>

Cc: Chahary, Monica C CIV USARMY CENAN (USA) < Monica.C.Chahary@usace.army.mil>; Steve J. Chatry < SJChatry@WeeksMarine.Com>; Joseph M. Mazzarella < JMMazzarella@WeeksMarine.Com>; Matthew T. Henry

<MTHenry@WeeksMarine.Com>; Guy Guidry <GMGuidry@WeeksMarine.Com>; Jennifer Brisolara

<JCBrisolara@WeeksMarine.Com>; Chuck Broussard <CRBroussard@WeeksMarine.Com>

Subject: RE: Fire Island - Contract 19C0010 - Mod P00001

Melody,

Thank you for the guick turnaround. Attached please find signed modification.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District

Phone: 917-790-8069 Fax: 212-264-3013

----Original Message----

From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

Sent: Wednesday, July 24, 2019 4:55 PM

To: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil>

Cc: Chahary, Monica C CIV USARMY CENAN (USA) < Monica.C. Chahary@usace.army.mil>; SJChatry@weeksmarine.com; Joseph

M. Mazzarella < <u>JMMazzarella@WeeksMarine.Com</u>>; Matthew T. Henry < <u>MTHenry@WeeksMarine.Com</u>>; Guy Guidry < <u>GMGuidry@WeeksMarine.Com</u>>; <u>JCBrisolara@WeeksMarine.Com</u>>; <u>crbrousard@weeksmarine.com</u>

<a href="mailto: crbroussard@weeksmarine.com Subject: [Non-DoD Source] RE: Fire Island - Contract 19C0010 - Mod P00001

Good Afternoon,

Attached please find the signed revised modification for Contract W912DS19C0010.

Thank you, Melody Treme Weeks Marine, Inc. 985-875-2526

-----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil >

Sent: Wednesday, July 24, 2019 1:08 PM

To: Melody Treme < MATreme@WeeksMarine.Com >; Belinda Crawford < BCrawford@WeeksMarine.Com >

Cc: Chahary, Monica C CIV USARMY CENAN (USA) < Monica.C.Chahary@usace.army.mil>

Subject: Signature Requested: FIMI 3B2 - additional insurance

Melody,

МТ

I apologize I needed to reword this since technically the option expired, 16 July 2019, and I have to add a new line item. Please have Steve resign.

V/R, Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

----Original Message----

Fax: 212-264-3013

From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

Sent: Tuesday, July 23, 2019 4:50 PM

To: Chahary, Monica C CIV USARMY CENAN (USA) Monica C CIV USARMY CENAN (USA) Monica.c...Chahary@usace.army.mil; Emanuel, Nicholas CIV USARMY

CENAN (US) < Nicholas. P. Emanuel@usace.army.mil >

Cc: crbrousard@weeksmarine.com <crbroussard@weeksmarine.com>; Matthew T. Henry <MTHenry@WeeksMarine.Com>; Joseph

M. Mazzarella "> Belinda Crawford@WeeksMarine.Com>; Belinda Crawford@WeeksMarine.Com

Subject: [Non-DoD Source] RE: Signature Requested: FIMI 3B2 - Exercise of Option 1

Good Afternoon,

Attached please find the signed modification for Contract W912DS19C0010.

Kind Regards,

Melody Treme

Weeks Marine, Inc.

304 Gaille Drive

Covington, LA 70433

Direct (985) 875-2526

matreme@weeksmarine.com <mailto:matreme@weeksmarine.com>

BlockedBlockedBlockedwww.weeksmarine.com <BlockedBlockedhttp://www.weeksmarine.com/>

From: Chahary, Monica C CIV USARMY CENAN (USA) < Monica.C.Chahary@usace.army.mil <mailto:Monica.C.Chahary@usace.army.mil>>

Sent: Tuesday, July 23, 2019 11:24 AM

To: Chuck Broussard <<u>CRBroussard@WeeksMarine.Com</u> <<u>mailto:CRBroussard@WeeksMarine.Com</u>>>
Cc: Belinda Crawford <<u>BCrawford@WeeksMarine.Com</u> <<u>mailto:BCrawford@WeeksMarine.Com</u>>>; Emanuel, Nicholas CIV USARMY

CENAN (US) <Nicholas.P.Emanuel@usace.army.mil <mailto:Nicholas.P.Emanuel@usace.army.mil>>

Subject: Signature Requested: FIMI 3B2 - Exercise of Option 1

CAUTION: EXTERNAL SENDER

Good Afternoon Mr. Broussard,

Your signature is requested on the attached contract modification to exercise Optional CLIN 0011 (Option 1) in the amount of \$5,000.00, for FIMI 3B2 - W912DS19C0010.

Thank you,

Monica Chahary Contract Specialist U.S. Army Corps of Engineers New York District Phone: 917-790-8182

Phone: 917-790-8182 Fax: 212-264-3013

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2019.07.24.Fire.I sland.C...ted.pdf

Date: August 19, 2019 at 12:26 PM

To: Schenning, Sandra L CIV USARMY CENAN (USA) Sandra.L.Schenning@usace.army.mil Cc: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Sorry mean they are scatted in Section 00 73 00 Supplementary Conditions.

Sincerely,

Belinda Crawford
Procurement Administrator
Dredging Division
Weeks Marine, Inc.
(985) 875-2500
bcrawford@weeksmarine.com



From: Belinda Crawford

Sent: Monday, August 19, 2019 11:24 AM **To:** sandra.l.schenning@usace.army.mil

Cc: Emanuel, Nicholas CIV USARMY CENAN (US)

<Nicholas.P.Emanuel@usace.army.mil>

Subject: W912DS19B0015 Seabright to Manasquan, NJ

Good Morning:

Please note that some of the clauses that should be answered in the Reps and Certs for the above referenced project are scattered in Section 00 70 00 Conditions of the Contract.

Sincerely,

Belinda Crawford
Procurement Administrator
Dredging Division
Weeks Marine, Inc.
(985) 875-2500
bcrawford@weeksmarine.com





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ВС

From: Ferguson, Ryan CIV USARMY CENAN (USA)

_O=EXCHANGELABS_OU=EXCHANGE+20ADMINISTRATIVE+20GROUP+20+28FYDIBOHF23SPDLT+29_CN=RECIPIENTS_CN=3744ED1F22FF4A0D8075C49A10CE8A2E

FERGUSON+2C+20R@eguardtech.com

Subject: FW: [Non-DoD Source] Seismic Coodrination Date: August 22, 2019 at 11:38 AM

To: Bob DiLullo bdilullo@seismicsurveys.net, Alberto M. Saavedra AMSaavedra@WeeksMarine.Com, Ronald O. Otochi ROOtochi@WeeksMarine.Com, Perry S. Brown

PSBrown@WeeksMarine.Com, Ricky J. Audibert RJAudibert@WeeksMarine.Com, Doug E. Nelson DENelson@WeeksMarine.Com, Matthew T. Henry MTHenry@WeeksMarine.Com Cc: Bian, Shewen CIV USARMY CENAD (USA) Shewen.W.Bian@usace.army.mil, VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (USA) Robert.A.Vohden@usace.army.mil

Weeks Team,

Please see request below. As noted on the call Point O' Woods can provide access to all structures in their community at the same time. Please advise what your schedule is for reaching this community and duration needed to complete 12 structures. If the request to survey in October can be accommodate please confirm.

Rvan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

----Original Message----

From: Bill [mailto:wvitiello@aol.com]
Sent: Thursday, August 22, 2019 10:57 AM
To: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>

Cc: VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (USA) < Robert.A. Vohden@usace.army.mil>

Subject: [Non-DoD Source] Seismic Coodrination

Hi Rvan.

We would like to coordinate all pre-construction inspections with Seismic to happen over 1 or 2 days depending on how much time they need to complete our 12 ocean front cottages. Having us provide access will be far easier than trying to coordinate with each of the owners. We will be sending out emails notifying owners if in fact they did not recieve the letter.

If possible we would prefer to arrange this for sometime in October.

Please let me know what you need from us to assist in this phase.

Thanks,

Bill

wvitiello@aol.com <mailto:wvitiello@aol.com> Office +1.631.673.0077 Mobile +1.631.332.0029 Fax +1.631.385.4539

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From: Ferguson, Ryan CIV USARMY CENAN (USA)

FERGUSON+2C+20R@eguardtech.com

Subject: RE: Debris tickets from Brownie

Date: August 22, 2019 at 1:54 PM
To: Ronald O. Otochi ROOtochi@WeeksMarine.Com, Bian, Shewen CIV USARMY CENAD (USA) Shewen.W.Bian@usace.army.mil

Cc: Perry S. Brown PSBrown@WeeksMarine.Com, Alberto M. Saavedra AMSaavedra@WeeksMarine.Com, Doug E. Nelson DÉNelson@WeeksMarine.Com

Thanks Ron. Does Brownie or Weeks have this information sorted in an excel file? If so please provide a copy. If not, that may be a good idea to track the ticket number, weight, and type of material being discarded.

Thank you, Rvan Ferguson

Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

----Original Message--

From: Ronald O. Otochi [mailto:ROOtochi@WeeksMarine.Com]
Sent: Thursday, August 22, 2019 1:47 PM
To: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>; Bian, Shewen CIV USARMY CENAD (USA) <Shewen.W.Bian@usace.army.mil> Cc: Perry S. Brown <a href="mailto:psace-army-near-base-army-near-

Ryan/Shewen

Please see attached dump tickets. To date this puts us at about 90 Tons. Brownie has done cleanup from Davis Park to the Pines but are not 100% complete. Brownie is yet to touch Cherry Grove through Ocean Bay Park. Brownie estimates there will be an additional 30 to 50 tons of debris which will put us above the 100 ton bid.

Note: there is an oceanfront property in the Pines with a tremendous amount of wood cribbing and steel beams that have been laying there sinking into the sand since the winter. This material will be in the way of the new dune.

Thank You,

Ronald Otochi

OCSM

Weeks Marine, Inc.

304 Gaille Drive

Covington, LA 70433

Mobile 609-317-6949

ROOtochi@weeksmarine.com <mailto:jdjones@weeksmarine.com>

Blockedwww.weeksmarine.com <Blockedhttp://www.weeksmarine.com/>

<Blockedhttp://oi62.tinypic.com/2m2gaxx.jpg>

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From: Doug E. Nelson DENelson@WeeksMarine.Com
Subject: [Non-DoD Source] RE: Point O'Woods FIMI Sand Permits

Date: September 1, 2019 at 1:27 PM

To: Bill wvitiello@aol.com

Cc: Matthew T. Henry MTHenry@WeeksMarine.Com, Joseph M. Mazzarella JMMazzarella@WeeksMarine.Com,

Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil

Good Afternoon Bill,

Attached please find Weeks Marine's proposal for the 20,000 cys of additional sand Point O' Woods would like to purchase. Once we get a little closer to the Point O' Woods part of the project we can determine exactly where the sand will be placed on the berm.

Enjoy the rest of your holiday weekend,

Douglas Nelson Project Manager Weeks Marine Inc. (985) 237-9667



Blockedwww.weeksmarine.com

From: Bill <wvitiello@aol.com>

Sent: Thursday, August 29, 2019 11:39 AM

To: Doug E. Nelson < DENelson@WeeksMarine.Com>; Matthew T. Henry

<MTHenry@WeeksMarine.Com>

Cc: Ryan Ferguson <Ryan.M.Ferguson@usace.army.mil>; Michelle DiBrita <mdibrita@brookhavenny.gov>; Janet Hurley <janet.hurley@live.com>; Jeff

DeJarnette < jdejarnette @pointowoods.net > Subject: Point O'Woods FIMI Sand Permits

CAUTION: EXTERNAL SENDER

Doug,

As requested, attached please find the permits we received for Point O'Woods' purchase of an additional 20,000 cya of sand. We would like to contract for the sand now so we can make the decision to fund it ourselves or through our ECD fund.

Thanks in advance for a timely response. Please let us know if there is any additional information you need.

Enjoy the holiday weekend.

Regards,

Bill Vitiello wvitiello@aol.com
Office +1.631.673.0077
Mobile +1.631.332.0029
Fax +1.631.385.4539

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Date: September 1, 2019

William Vitiello Point O' Woods Association 9 Point O' Woods Avenue Point O' Woods, NY 11706

Subject: Point O' Woods FIMI Sand Stockpiles

Mr. Vitiello

As requested, Weeks Marine Inc. presents the following proposal. WMI will stockpile 20,000 cubic yards of sand on the berm between the dune and high-water line adjacent to the proposed transport route. The price for this will be \$9.30 per cubic yard. You must provide all proof of all required permits to WMI prior to placing of the sand. WMI will not be responsible for transporting the sand to its destinations noted on the enclosed plans. This work will be at WMI's convenience and must

occur concurrently with the USACE Beachfill contract in the area. Sand will be measured in place by WMI surveyors and volume calculated using a TIN model. Please contact me with any questions.

Sincerely,

Doug Nelson Project Manager

Weeks Marine, Inc.

Dary Al

Cc: Joseph Mazzarella- WMI East Coast Operations Manager

Matthew Henry - WMI Project Manager

Weeks Marine, Inc.

304 Gaille Drive Covington, LA 70433 (985) 875-2500 Main (985) 875-2572 Fax www.weeksmarine.com



From: Ferguson, Ryan CIV USARMY CENAN (USA)

_O=EXCHANGELABS_OU=EXCHANGE+20ADMINISTRATIVE+20GROUP+20+28FYDIBOHF23SPDLT+29_CN=RECIPIENTS_CN=3744ED1F22FF4A0D8075C49A10CE8A2E

FERGUSON+2C+20R@eguardtech.com

Subject: FW: [Non-DoD Source] Re: Seismic Coodrination

Date: September 10, 2019 at 9:50 AM

To: Matthew T. Henry MTHenry@WeeksMarine.Com, Doug E. Nelson DENelson@WeeksMarine.Com, Kristopher P. Mitchell KPMitchell@WeeksMarine.Com, Ronald O. Otochi ROOtochi@WeeksMarine.Com, Alberto M. Saavedra AMSaavedra@WeeksMarine.Com, Perry S. Brown PSBrown@WeeksMarine.Com, Ricky J. Audibert

RJAudibert@WeeksMarine.Com Cc: VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (USA) Robert.A.Vohden@usace.army.mil, Bian, Shewen CIV USARMY CENAD (USA) Shewen.W.Bian@usace.army.mil

Good morning Weeks Team,

Please see email below from Bill Vitiello, the POC for Point O' Woods. If you could please coordinate with Bill and Jeff to ensure they receive the final inspection list along with the request to coordinate all inspections during the same time period it would be greatly appreciated. Please CC the USACE team (myself, Shewen Bian and Rob Vohden) on any communication/coordination efforts with Point O' Woods.

If you have any questions or concerns please feel free to let me know.

Thank you.

Ryan Ferguson Project Engineer/COR
Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

----Original Message----

From: Bill [mailto:wvitiello@aol.com]

Sent: Tuesday, September 10, 2019 9:45 AM

Cc: VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (USA) Rogusace.army.mil; Jeff DeJarnette Jeff DeJarnette @pointowoods.net>

Subject: [Non-DoD Source] Re: Seismic Coodrination

Hi Ryan,

Liust want to provide you and Robert an update on the coordination of the cottage inspections by Seismic. Jeff De Jarnette, POW GM, pro-actively emailed a copy of the letter to all ocean front owners with an explanation of the purpose of this inspection. I realized our list of ocean front cottages may be different from the list that will be affected by the inspection. To eliminate any confusion, as many of these people do not get their mail until they return to their home state, are not email capable etc., could you please have Seismic send us a list of the actual cottages to be inspected. This would greatly help our coordination efforts.

I was asked by one homeowner if she could have a copy of the photos taken. Please let me know so I can repsond properly to her request

Please let us know if anything else is needed from us at this time.

Best Regards,

Bill

Bill Vitiello

wvitiello@aol.com <mailto:wvitiello@aol.com> Office +1.631.673.0077 Mobile +1.631.332.0029 Fax +1.631.385.4539

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On Aug 22, 2019, at 10:57 AM, Bill <wvitiello@aol.com <mailto:wvitiello@aol.com>> wrote:

Hi Ryan,

We would like to coordinate all pre-construction inspections with Seismic to happen over 1 or 2 days depending on how much time they need to complete our 12 ocean front cottages. Having us provide access will be far easier than trying to coordinate with each of the owners. We will be sending out emails notifying owners if in fact they did not recieve the letter

If possible we would prefer to arrange this for sometime in October.

Please let me know what you need from us to assist in this phase.

Thanks

wvitiello@aol.com <mailto:wvitiello@aol.com>

Office +1.631.673.0077 Mobile +1.631.332.0029 Fax +1.631.385.4539

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From: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil @

Subject: W912DS-19-C-0032 (initiated under IFB No. W912DS-19-B-0011),

Date: October 17, 2019 at 2:55 PM

To: Belinda Crawford BCrawford@WeeksMarine.Com, Melody Treme MATreme@WeeksMarine.Com

Cc: Fauntleroy, Nicole C CIV (US) Nicole.C.Fauntleroy@usace.army.mil



Not sure if you have received this but we are looking to the acknowledged copy of the NTP.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District

Phone: 917-790-8069 Fax: 212-264-3013



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

09 October 2019

Contracting Division

Subject: Contract No. W912DS-19-C-0032 (initiated under IFB No. W912DS-19-B-0011), Westhampton Renourishment Project

Weeks Marine Inc. 304 Gaille Drive Covington, LA 70433

Dear Mr. Broussard:

You are directed to commence work under the above referenced project within five (5) calendar days of this Notice to Proceed and to complete all work within 120 calendar days as prescribed in FAR clause 52.211-10, Commencement, Prosecution and Completion of Work in the Specifications Section 1.1.

Please acknowledge receipt of this Notice to Proceed by completing the bottom portion of this original and returning it promptly to Contracting Division, Room 16-300, and ATTN: Nicole Fauntleroy.

Sincerely,

EMANUEL NICHO openits cared to CAS. 1298804880 To See a see a cool a see Nicholas P. Emanuel Contracting Officer

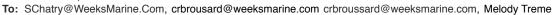
Receipt on	
Date	
Acknowledged by	
	Signature

Title of Signatory

rine or organiory

From: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Subject: W912DS-18-C-0012 Letter **Date:** October 18, 2019 at 3:47 PM



MATreme@WeeksMarine.Com, Belinda Crawford BCrawford@WeeksMarine.Com

Cc: Perlas, Gerlyn T CIV USARMY CENAN (USA) Gerlyn.T.Perlas@usace.army.mil, Oseback, Michael J CIV USARMY CENAN (USA) Michael.J.Oseback@usace.army.mil, Peterson, Kenneth L CIV USARMY CENAN (USA) Kenneth.L.Peterson@usace.army.mil

Weeks Marine,

Please see attached letter.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

Fax: 212-264-3013



W912DS-18-C-001...19.pdf



DEPARTMENT OF THE ARMY



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

Contracting Division 18 October 2019

SUBJECT: Contract No. W912DS-18-C-0012 - Maintenance Dredging of Sandy Hook Channel – New York Harbor;

Mr. Stephen Chatry Senior Vice President Weeks Marine, Inc. 304 Gaille Drive Innwoods Business Park Covington, LA 70433

Email: SChatry@WeeksMarine.Com

Mr. Chuck Broussard Vice President Weeks Marine, Inc. 304 Gaille Drive Innwoods Business Park Covington, LA 70433

Email:CRBroussard@WeeksMarine.Com

Gentlemen:

Reference is made to the 10 October 2019 conference call between Contracting Officer's Representative Michael J. Oseback and WMI Vice President Chuck Broussard regarding the subject contract; and enclosed 17 October 2019 email from WMI Vice President Chuck Broussard regarding the subject contract.

I intend to issue the required Notice to Proceed for the subject contract on or about 2 January 2020. In accordance with the terms of the contract, you will be required to commence performance within 5 calendar days after NTP. Please confirm that you intend on commencing work by 7 January based upon a 2 January NTP.

Based on the pre-dredge survey, it appears that the quantity to be dredged has increased by an estimated 300,000 CY for a total estimated quantity of 426,610 CY. As discussed in the referenced conference call, and stated in the enclosed email, our understanding is the first 300,000 CYs will be at the contract unit price of \$7.50 per CY with upland beneficial reuse and the balance of the dredged material will be at the contract unit price of \$10.00 per CY with placement in the Atlantic Ocean's Sea Bright offshore New Jersey coastal projects' borrow site. The adjustment to the unit price would be in accordance of the Variation in Estimated Quantity clause of the contract. A modification to the contract will be issued upon your confirmation of the above.

The District's Project Delivery Team will be working to obtain any needed modifications of the current environmental no-work windows with the applicable environmental protection agencies, subject to those agencies' decision.

I look forward to your response by Close of Business Tuesday 22 October 2019. Should you have any questions, please contact Mr. Michael Oseback, Contracting Officer's Representative, at (917) 790-8536 or the undersigned at (917) 790-8069.

Sincerely,

Nicholas P. Emanuel Contracting Officer

Enclosure

-----Original Message-----

From: Chuck Broussard [mailto:CRBroussard@WeeksMarine.Com]

Sent: Thursday, October 17, 2019 8:46 AM

To: Oseback, Michael J CIV USARMY CENAN (USA)

<Michael.J.Oseback@usace.army.mil>

Cc: Joseph M. Mazzarella < JMMazzarella@WeeksMarine.Com>

Subject: [Non-DoD Source] Fw: Sandy Hook Channel Follow-Up Information

Request (UNCLASSIFIED)

Michael

After our discussion about the increase in quantity for Contract No. W912DS-19-C-0012, We have determined that our Perth Amboy upland placement facility can only handle approximately 300,000 C.Y. of the 400,000 C.Y. from the design Sandy Hook channel template at this time. We will honor our bid price of \$7.50 / C.Y. for the material that will be placed upland. We would request that the remainder of the material, approximately 100.000 C.Y., be placed in the offshore disposal area at our original bid price of \$10.00 / C.Y. Furthermore, an increase an the contract performance period would be required and a potential modification to work into the environmental window to complete the project.

Look forward to discussing further

Thank you for your time

Chuck Broussard Vice President Weeks Marine Inc., From: Melody Treme MATreme@WeeksMarine.Com Subject: [Non-DoD Source] RE: W912DS19C0025-P00001

Date: November 12, 2019 at 11:35 AM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil, Belinda Crawford

BCrawford@WeeksMarine.Com, SJChatry@weeksmarine.com

Cc: Schenning, Sandra L CIV USARMY CENAN (USA) Sandra.L.Schenning@usace.army.mil,

Kara, Paul F CIV USARMY CENAN (USA) Paul.F.Kara@usace.army.mil

Thank you.

Melody Treme Weeks Marine, Inc.

304 Gaille Drive Covington, LA 70433

Direct(985) 875-2526 matreme@weeksmarine.com Blockedwww.weeksmarine.com

-----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil>

Sent: Tuesday, November 12, 2019 10:30 AM

To: Belinda Crawford Belinda Crawford@WeeksMarine.Com; Steve J. Chatry

<<u>SJChatry@WeeksMarine.Com</u>>

Cc: Schenning, Sandra L CIV USARMY CENAN (USA) Schenning@usace.army.mil; Kara, Paul F CIV USARMY CENAN

(US) < Paul.F.Kara@usace.army.mil> Subject: W912DS19C0025-P00001

CAUTION: EXTERNAL SENDER

Please see attached modification for Sea bright.

V/R,

Nick

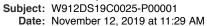
Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

Fax: 212-264-3013

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МТ

From: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil



To: Belinda Crawford BCrawford@WeeksMarine.Com, Melody Treme MATreme@WeeksMarine.Com, SChatry@WeeksMarine.Com

Cc: Schenning, Sandra L CIV USARMY CENAN (USA) Sandra.L.Schenning@usace.army.mil,

Kara, Paul F CIV USARMY CENAN (USA) Paul.F.Kara@usace.army.mil

Please see attached modification for Sea bright.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District

Phone: 917-790-8069 Fax: 212-264-3013



P00001.pdf

AMENDMENT OF SOLICITA	ATION/MODIF	FICATION OF CONTRACT	OF CONTRACT 1. CONTRACT ID CODE							
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REO. NO.	5. PROJECT NO.(Ifapplicable							
P00001	08-Nov-2019	SEE SCHEDULE			J.1 1.002.0	or two (trappineuore)				
6. ISSUED BY CODE	W912DS	7. ADMINISTERED BY (Ifother than item 6)		COI	DE					
US ARMY CORPS OF ENGINEERS, NEW YORK 26 FEDERAL PLAZA, RM 16-300 NEW YORK NY 10278-0090		See Item 6								
8. NAME AND ADDRESS OF CONTRACTOR (State and Zip Code)		9A. AMENDMI	ENT OF S	OLICITATION NO.					
WEEKS MARINE, INC. BELINDA B. DUFRENE		·		0D D TED (0		11)				
304 GAILLE DR				9B. DATED (SE	EETTEM	11)				
			Х	10A. MOD. OF CONTRACT/ORDER NO. W912DS19C0025						
	10B. DATED (SEE ITEM 13)									
CODE 1RHV3	-									
			ICIT		_					
The above numbered solicitation is amended as set forth	in Item 14. The hour and o	date specified for receipt of Offer		is extended,	is not ex	tended.				
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a rel RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this am	copies of the amendmen erence to the solicitation a E RECEIPT OF OFFERS F endment you desire to char	t; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI age an offer already submitted, such change may b	nt or ACKI O MA	n each copy ofthe off NOWLEDGMENT AY RESULTIN Ide by telegramor let	го ве	l;				
12. ACCOUNTING AND APPROPRIATION DA See Schedule	TA (If required)									
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify at	athority) THE CHANGES SET FORTH	IN I	ITEM 14 ARE M	IADE IN	THE				
	AMERIOMENT OF SOLICITATION/MODIFICATION OF CONTRACT A EQUIDATION OF CONTRACT 1 3 1 3									
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	RSUANT TO AUTHORITY OF:								
D. OTHER (Specify type of modification and a FAR 17.207 Exercise of Options	nuthority)									
E. IMPORTANT: Contractor X is not,	is required to sign	n this document and return	cop	pies to the issuing	g office.					
E. IMPORTANT: Contractor X 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.) Modification Control Number: e3ct9ss82043 The purpose of this Modification is to exercise optional CLINS 0026 - 0029. Optional w ork must be complete by March 1, 2021.										
		16A. NAME AND TITLE OF CO	NAME AND TITLE OF CONTRACTING OFFICER (Type or print)							
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	D 16B. UNITED STATES OF AME	RIC			•				
(Signature of person authorized to sign)		(Signature of Contracting Of	fice	r)		= 12-Nov-2019				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$5,205,000.00 from \$26,307,500.00 to \$31,512,500.00.

CLIN 0026

The option status has changed from Option to Option Exercised.

CLIN 0027

The option status has changed from Option to Option Exercised.

CLIN 0028

The option status has changed from Option to Option Exercised.

CLIN 0029

The option status has changed from Option to Option Exercised.

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,205,000.00 from \$26,307,500.00 to \$31,512,500.00.

CLIN 0026:

AC: 096NAXX 886ODO0000CCS:412 E3X08 2421 073633 9630332303J8J82 (CIN W16ROE929688490001) was increased by \$1,350,000.00 from \$0.00 to \$1,350,000.00

The contract ACRN AC has been added.

The CIN W16ROE929688490001 has been added.

CLIN 0027:

AC: 096NAXX 886ODO0000CCS:412 E3X08 2421 073633 9630332303J8J82 (CIN W16ROE929688490001) was increased by \$1,455,000.00 from \$0.00 to \$1,455,000.00 The contract ACRN AC has been added.

The CIN W16ROE929688490001 has been added.

CLIN 0028:

AC: 096NAXX 886ODO0000CCS:412 E3X08 2421 073633 9630332303J8J82 (CIN W16ROE929688490001) was increased by \$1,245,000.00 from \$0.00 to \$1,245,000.00 The contract ACRN AC has been added.

The CIN W16ROE929688490001 has been added.

CLIN 0029:

AC: 096NAXX 886ODO0000CCS:412 E3X08 2421 073633 9630332303J8J82 (CIN W16ROE929688490001) was increased by \$1,155,000.00 from \$0.00 to \$1,155,000.00 The contract ACRN AC has been added.

The CIN W16ROE929688490001 has been added.

(End of Summary of Changes)

From: Matthew T. Henry MTHenry@WeeksMarine.Com
Subject: [Non-DoD Source] Fwd: P.O.W. Dune Survey Cross Sections

Date: November 16, 2019 at 8:50 AM

To: Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil

Cc: Charles E. Cross CECross@WeeksMarine.Com, Alberto M. Saavedra AMSaavedra@WeeksMarine.Com



Ryan, As requested Please see the attached cross sections of the dune Area in Point o Woods. If the Usace is looking for fill in this area, we need to have conversation of the scope because based on the plan comments of no dune in this area, we did not intend to fill.

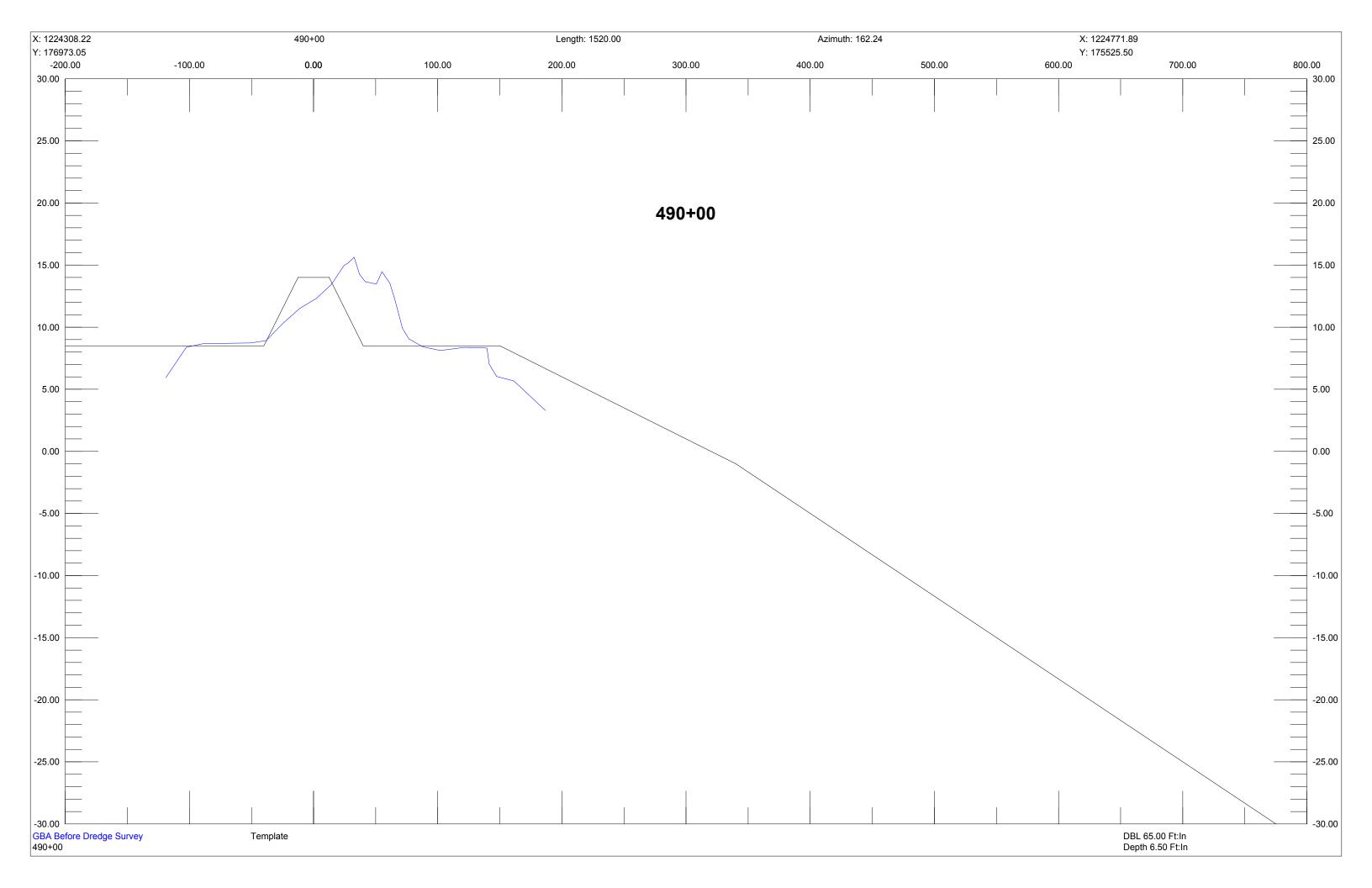
Thanks

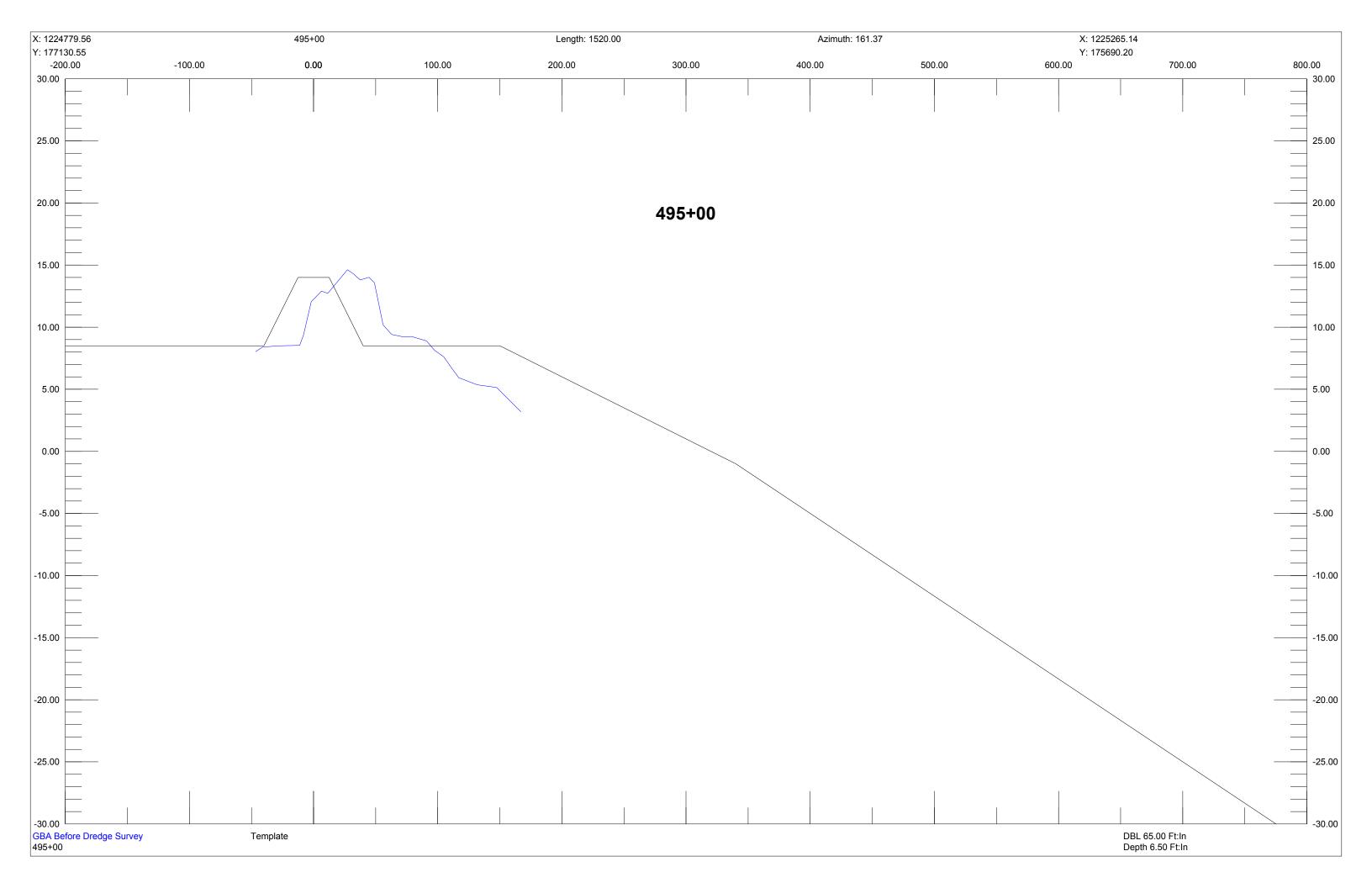
Matt

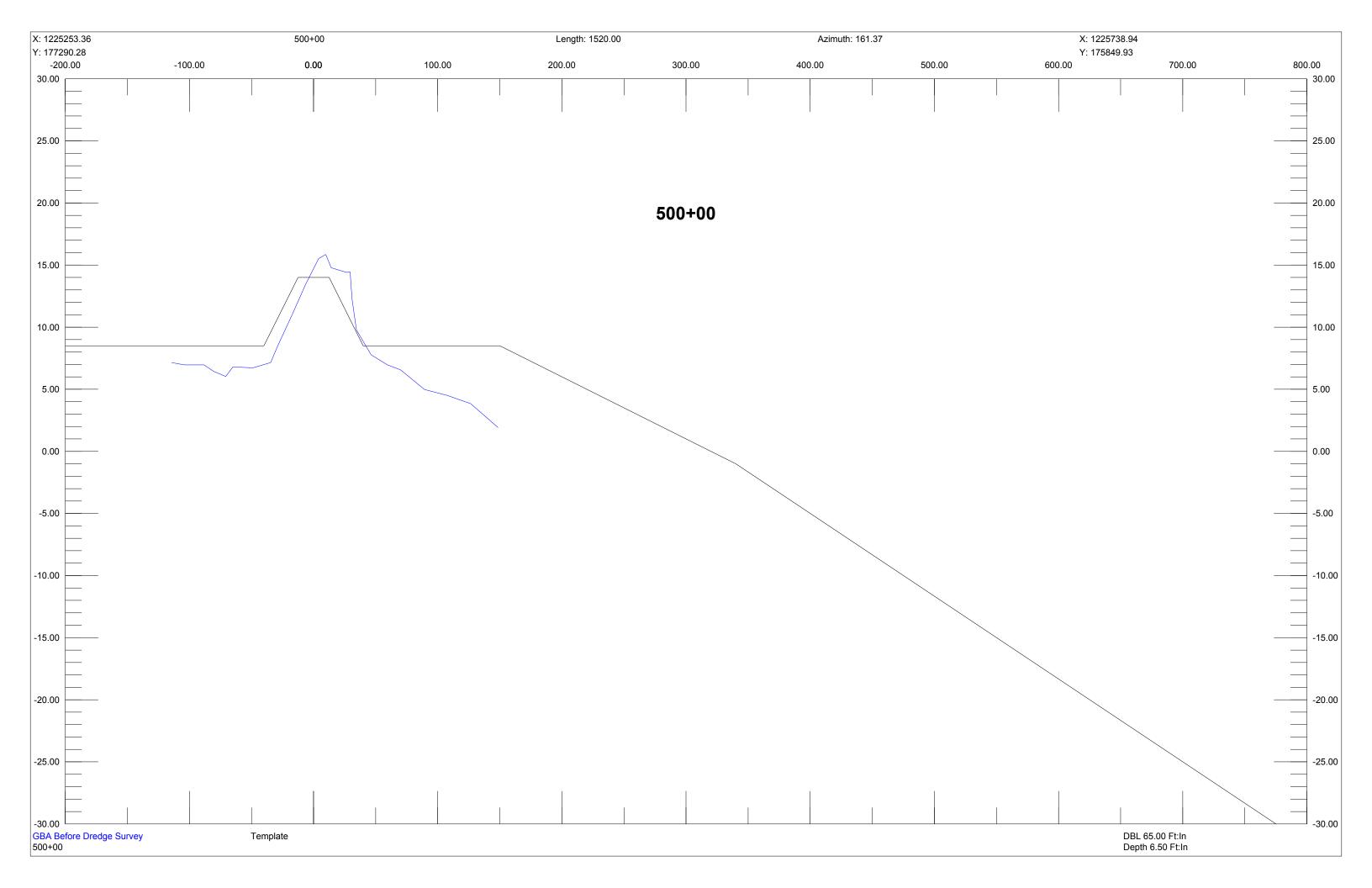
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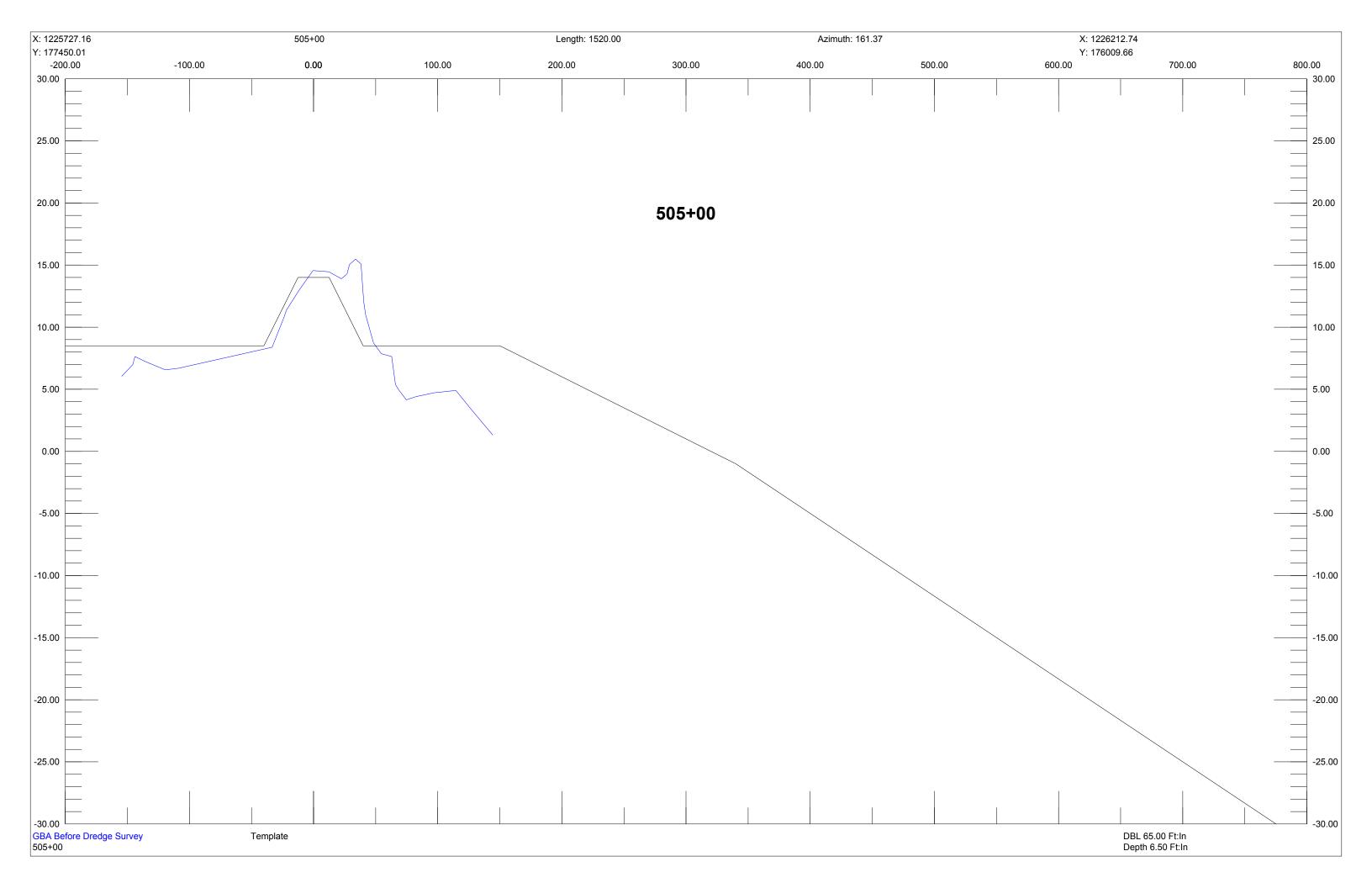


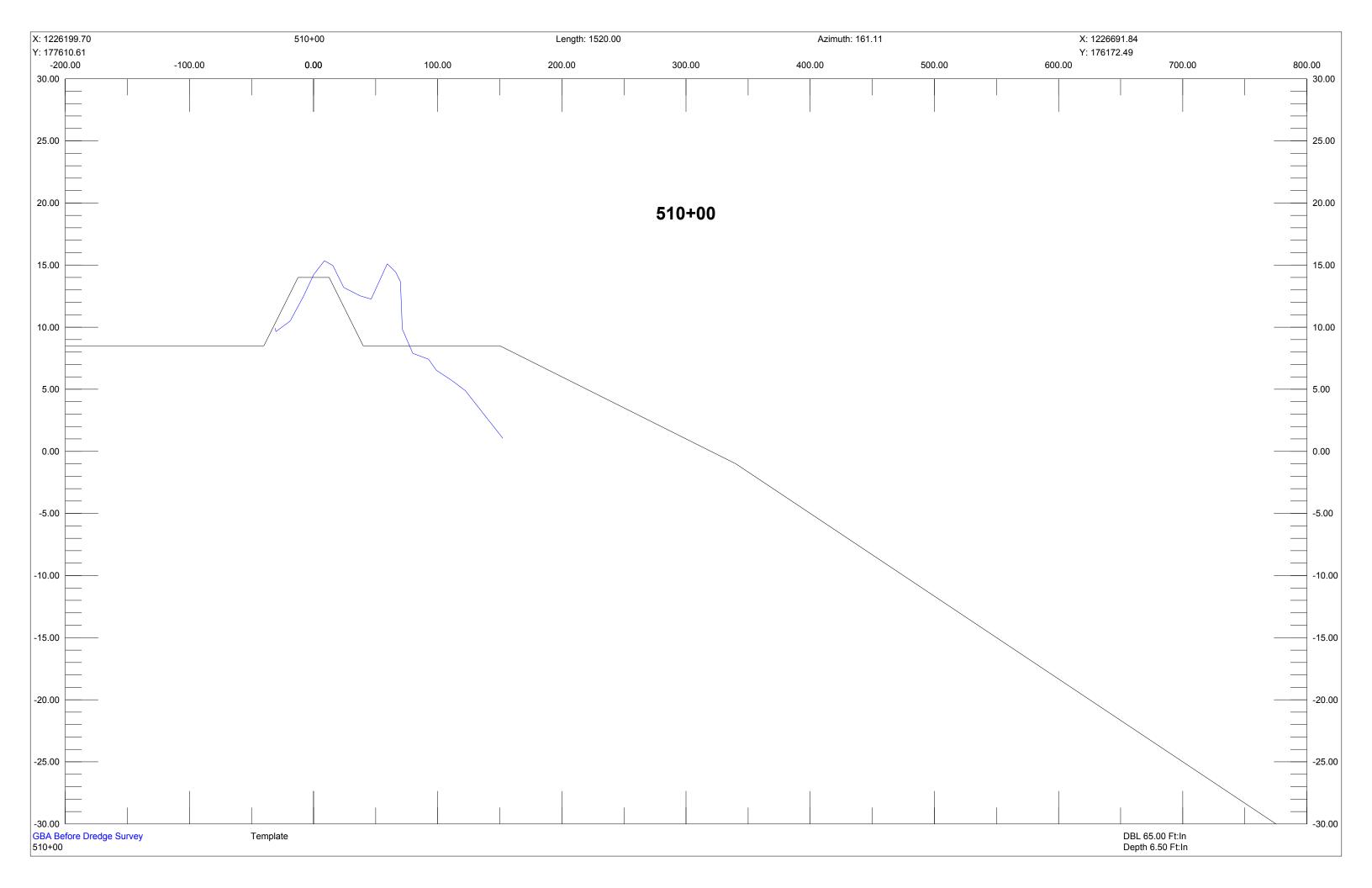
11.15.19 P.O.W. Removed htm or html attachment:ATT00001.htm Dune I...ns.pdf

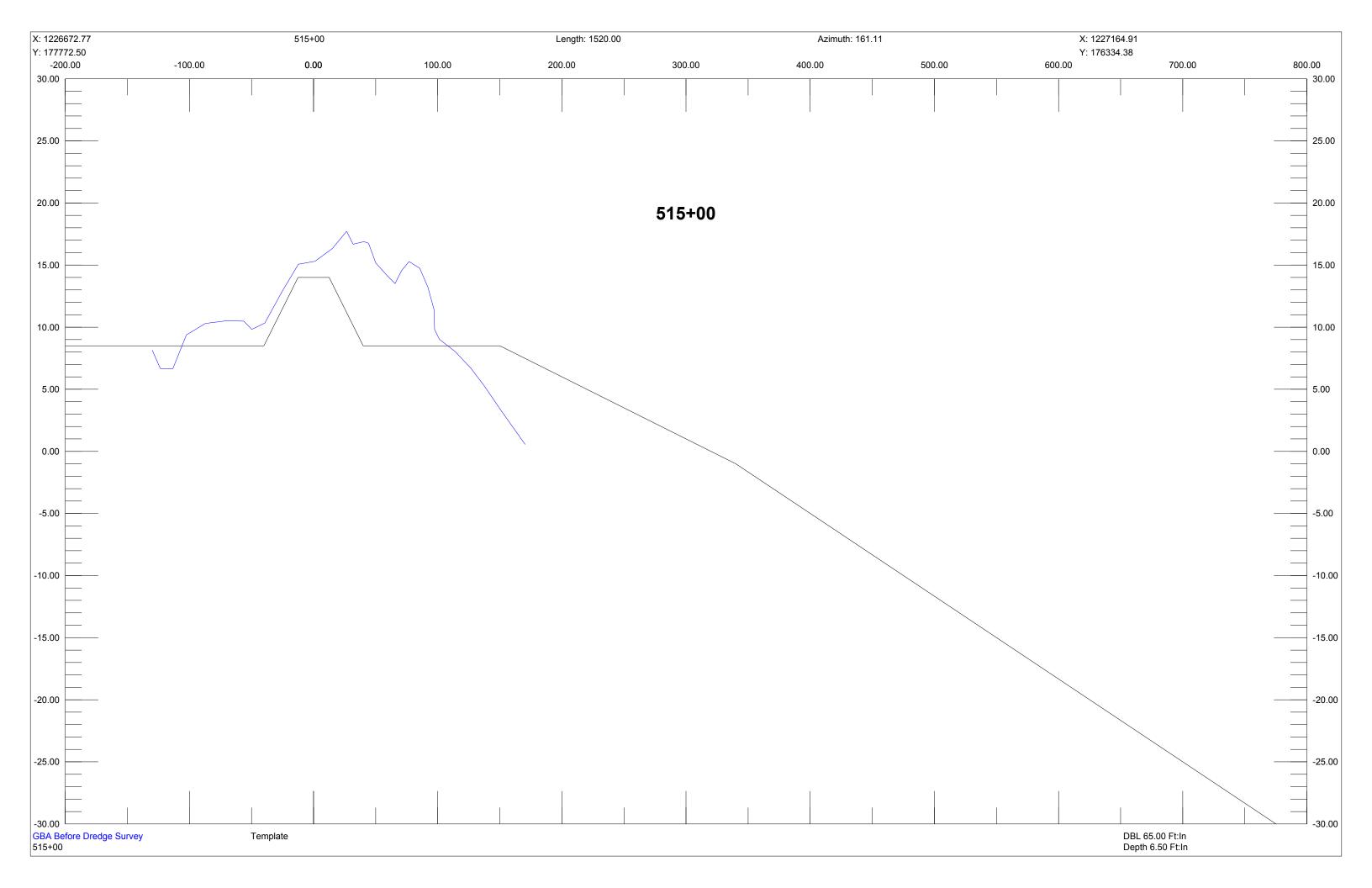


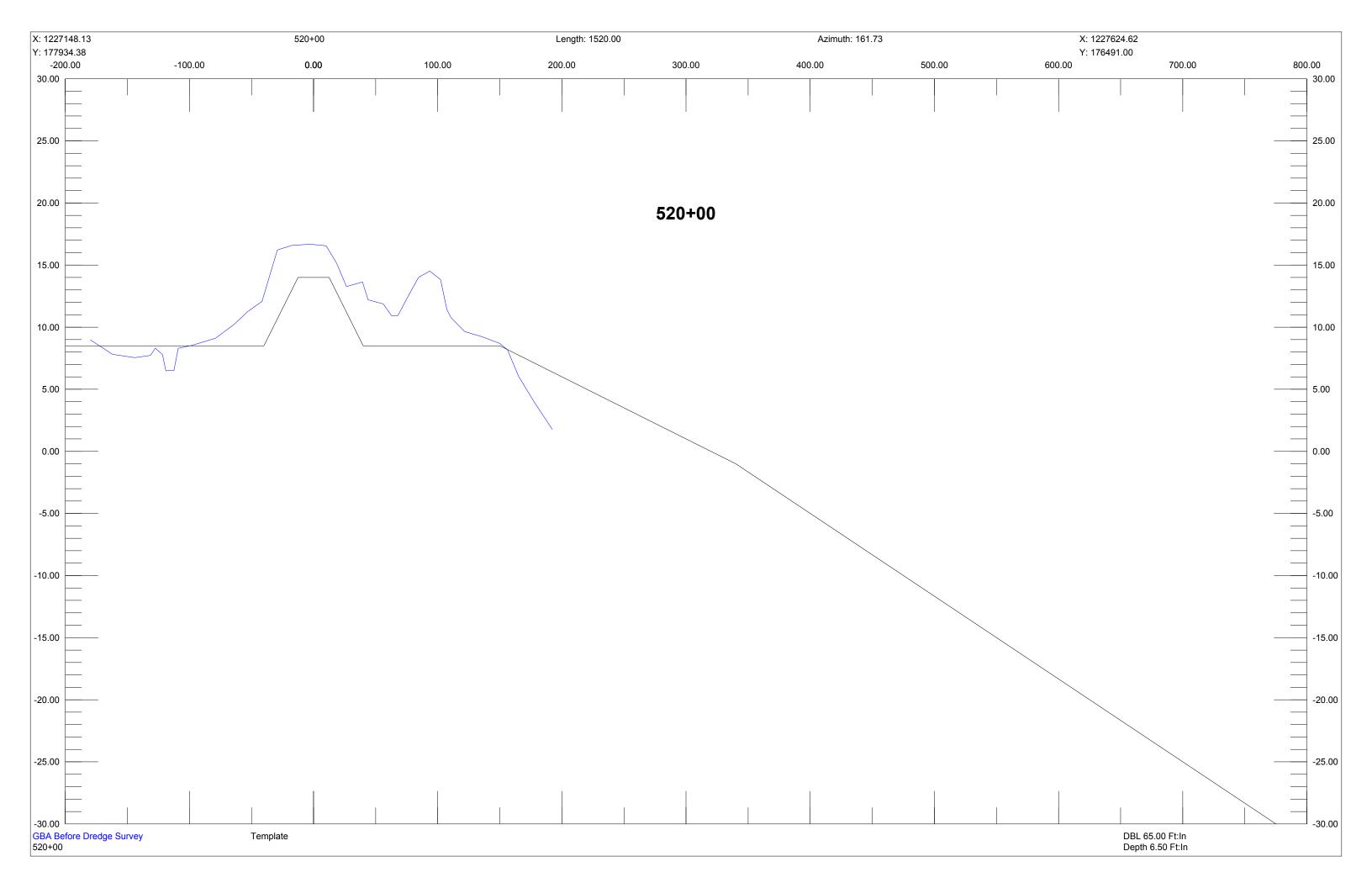


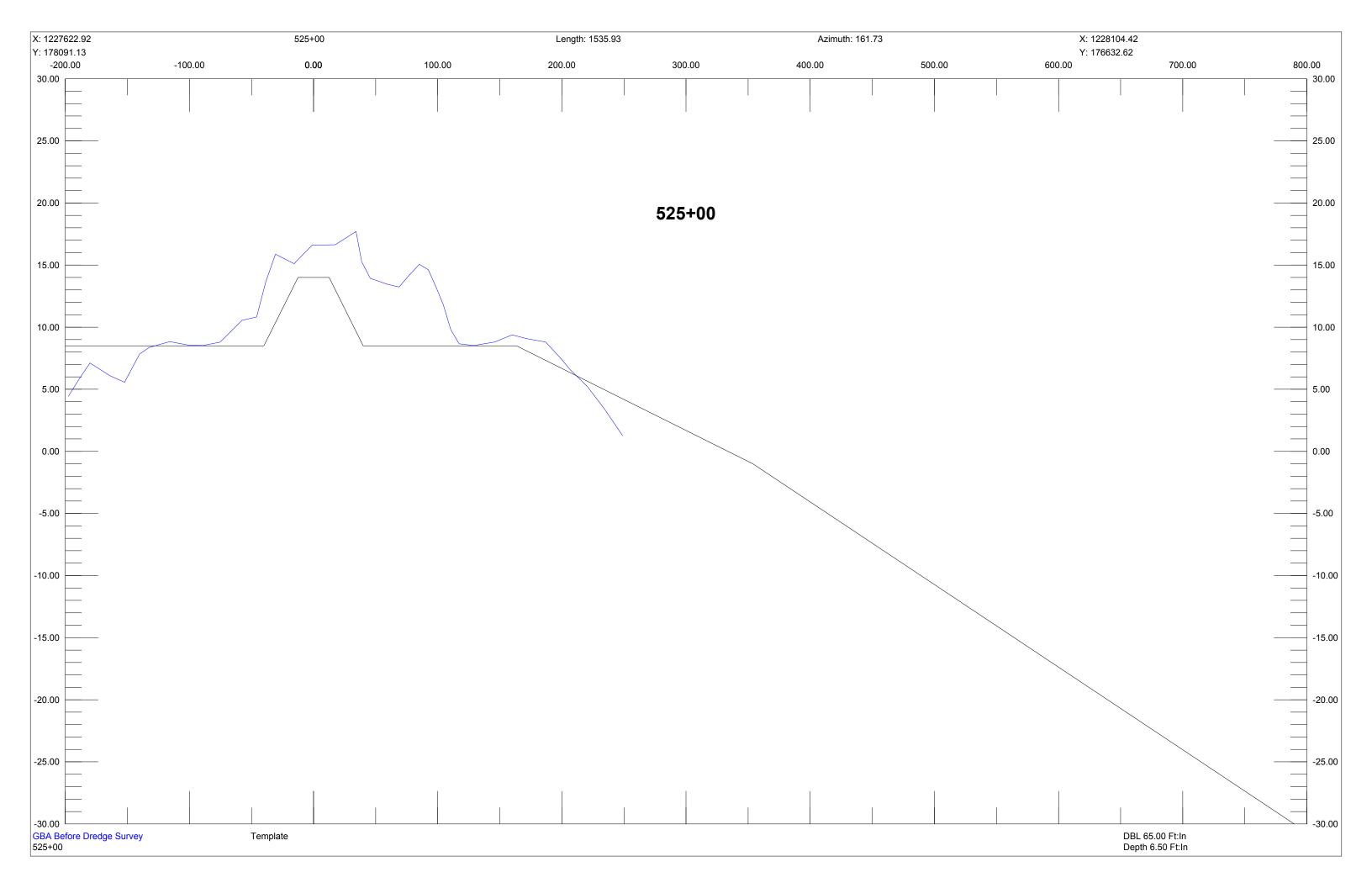


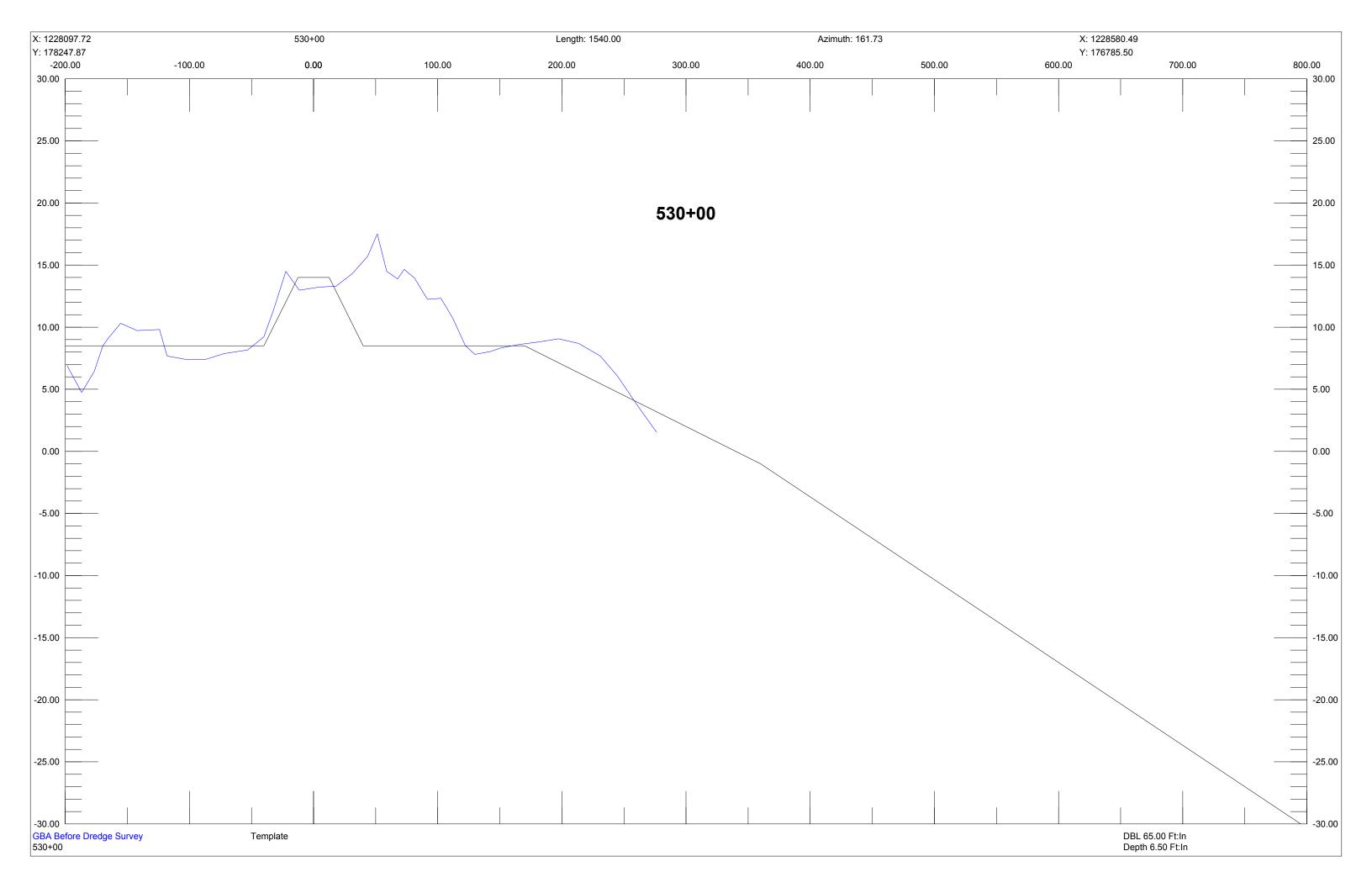












Date: November 19, 2019 at 10:52 AM

To: Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil



Please see attached Updated schedule from Brownie Companies. Let me know if you have questions or need more information.

Regards,

Alberto Saavedra Site Manager

WEEKS MARINE INC.

985-264-1479

AMSaavedra@weeksmarine.com

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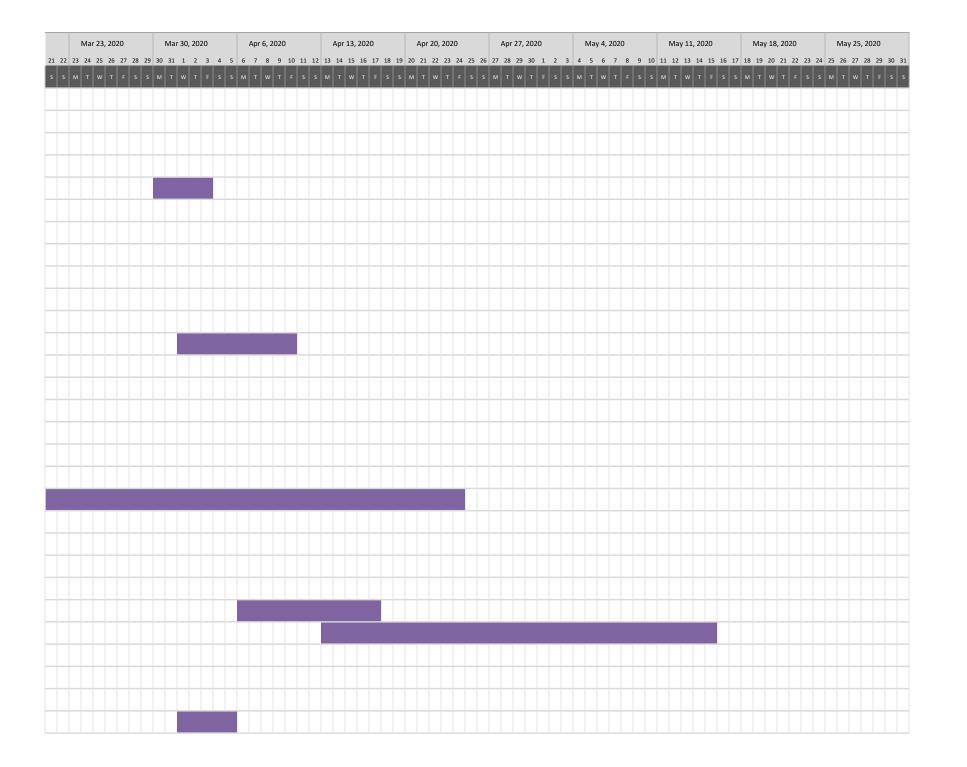


FIMI 3B2 - Removed htm or html attachment:ATT00001.htm Sched...-19.pdf

FIMI 3B2

FIMI 3B2																				
Brownie Companies		Man 7/0/2040									110.12.11		W = WEATHER DEL	AV						
	Project Start:	Mon, 7/8/2019									= HOLIDAY									
	Display Week:	1	Jul 8, 2019 8 9 10 11 12	Jul 15, 2019 ! 13 14 15 16 17 18 19 20 1	Jul 22, 2019 21 22 23 24 25 26 27 28	Jul 29, 2019	Aug 5, 2019 4 5 6 7 8 9 10 11 1	Aug 12, 2019	Aug 19, 2019 8 19 20 21 22 23 24 2	Aug 26, 2019 5 26 27 28 29 30 31 1	Sep 2, 2019 2 3 4 5 6	Sep 9, 2019 7 8 9 10 11 12 13 14 15	Sep 16, 2019 16 17 18 19 20 21 2	Sep 23, 2019 2 23 24 25 26 27 28	Sep 30, 2019 29 30 1 2 3 4 5 6	Oct 7, 2019 7 8 9 10 11 12 13	Oct 14, 2019 14 15 16 17 18 19 2	Oct 21, 2019	Oct 28, 2019 27 28 29 30 31 1 2	Nov 4, 2
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Existing Crossover Demolition																				
Davis Park		7/15/19 9/18/19					WORK STOPPE	DUE TO EASE	/IENT/RIGHT-OF-	WAY CONFLICT RFI										
Water Island		8/26/19 8/30/19																		
Fire Island Pines		9/16/19 11/15/19																		
Point O' Woods		3/30/20 4/3/20																		
Ocean Bay Park		11/20/19 12/6/19																		
Residential Bulkhead Demolitions		7/15/19 8/9/19																		
Installation of New Crossover Piles & B	racing																			
Davis Park		7/17/19 9/6/19					WORK STOPPED DUI	TO EASEMENT	/RIGHT-OF-WAY	CONFLICT RFI										
Water Island		9/9/19 9/13/19																		
Fire Island Pines		9/26/19 11/27/19														ww	w	NEED SAN	D FILL TO CONTINUE	
Point O' Woods		4/1/20 4/10/20																		
Ocean Bay Park		12/2/19 12/20/19																		
Weeks Pumping Sand																				
Davis Park		7/28/19 9/13/19																		
Water Island		9/15/19 9/25/19																		
Fire Island Pines		9/27/19 11/22/19																		
Cherry Grove		11/1/19 11/11/19																		
Point O' Woods/Ocean Bay Park		2/24/20 4/24/20																		
Installation of Crossover Decks & Rails																				
Davis Park		9/23/19 12/6/19														ww	w			
Water Island		12/9/19 1/3/20																		
Fire Island Pines		12/9/19 2/7/20																		
Point O' Woods		4/6/20 4/17/20																		
Ocean Bay Park		4/13/20 5/15/20																		
Construction of Vehicular Crossover	s																			
Davis Park		1/6/20 1/11/20																		
Fire Island Pines		1/27/20 1/31/20																		
Ocean Bay Park		4/1/20 4/5/20																		





Date: November 21, 2019 at 1:09 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil

Cc: Charles E. Cross CECross@WeeksMarine.Com, Matthew T. Henry MTHenry@WeeksMarine.Com, Perry S. Brown

PSBrown@WeeksMarine.Com, Alberto M. Saavedra AMSaavedra@WeeksMarine.Com

Ryan,

Based on the surveys that were ran every 500', there is approximately 5,700 cys of required material to be placed to the dune template from station 490+00-510+00. I have attached the cross sections again, showing the areas colored in requiring fill along with the border I used to calculate the volume.

Thank you,

Katie Armstrong

Project Engineer Weeks Marine Inc.

304 Gaille Drive Covington, LA 70433

Mobile: (913) 731-8630

kcarmstrong@weeksmarine.com Blockedwww.weeksmarine.com



From: Charles E. Cross < CECross@WeeksMarine.Com>

Sent: Thursday, November 21, 2019 9:52 AM

To: Kathryn C. Armstrong < KCArmstrong@WeeksMarine.Com>

Subject: Fwd: P.O.W. Dune Survey Cross Sections

From: Ferguson, Ryan CIV USARMY CENAN (USA)

<Ryan.M.Ferguson@usace.army.mil>

Sent: Thursday, November 21, 2019 9:21:59 AM

To: Matthew T. Henry < MTHenry@WeeksMarine.Com>

Cc: Charles E. Cross < CECross@WeeksMarine.Com>; Alberto M. Saavedra

<AMSaavedra@WeeksMarine.Com>

Subject: RE: P.O.W. Dune Survey Cross Sections

CAUTION: EXTERNAL SENDER

Matt,

KA

Do we have a rough volume of the landward slope fill required in POW based on this data?

Thank you,

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE

Office: (917) 790 - 6156 Cell: (347) 556 - 0725

----Original Message-----

From: Matthew T. Henry [mailto:MTHenry@WeeksMarine.Com]

Sent: Saturday, November 16, 2019 8:49 AM

To: Ferguson, Ryan CIV USARMY CENAN (USA) < Ryan.M.Ferguson@usace.army.mil>

Cc: Charles E. Cross < CECross@WeeksMarine.Com>; Alberto M. Saavedra

<AMSaavedra@WeeksMarine.Com>

Subject: [Non-DoD Source] Fwd: P.O.W. Dune Survey Cross Sections

Ryan, As requested Please see the attached cross sections of the dune Area in Point o Woods. If the Usace is looking for fill in this area, we need to have conversation of the scope because based on the plan comments of no dune in this area, we did not intend to fill.

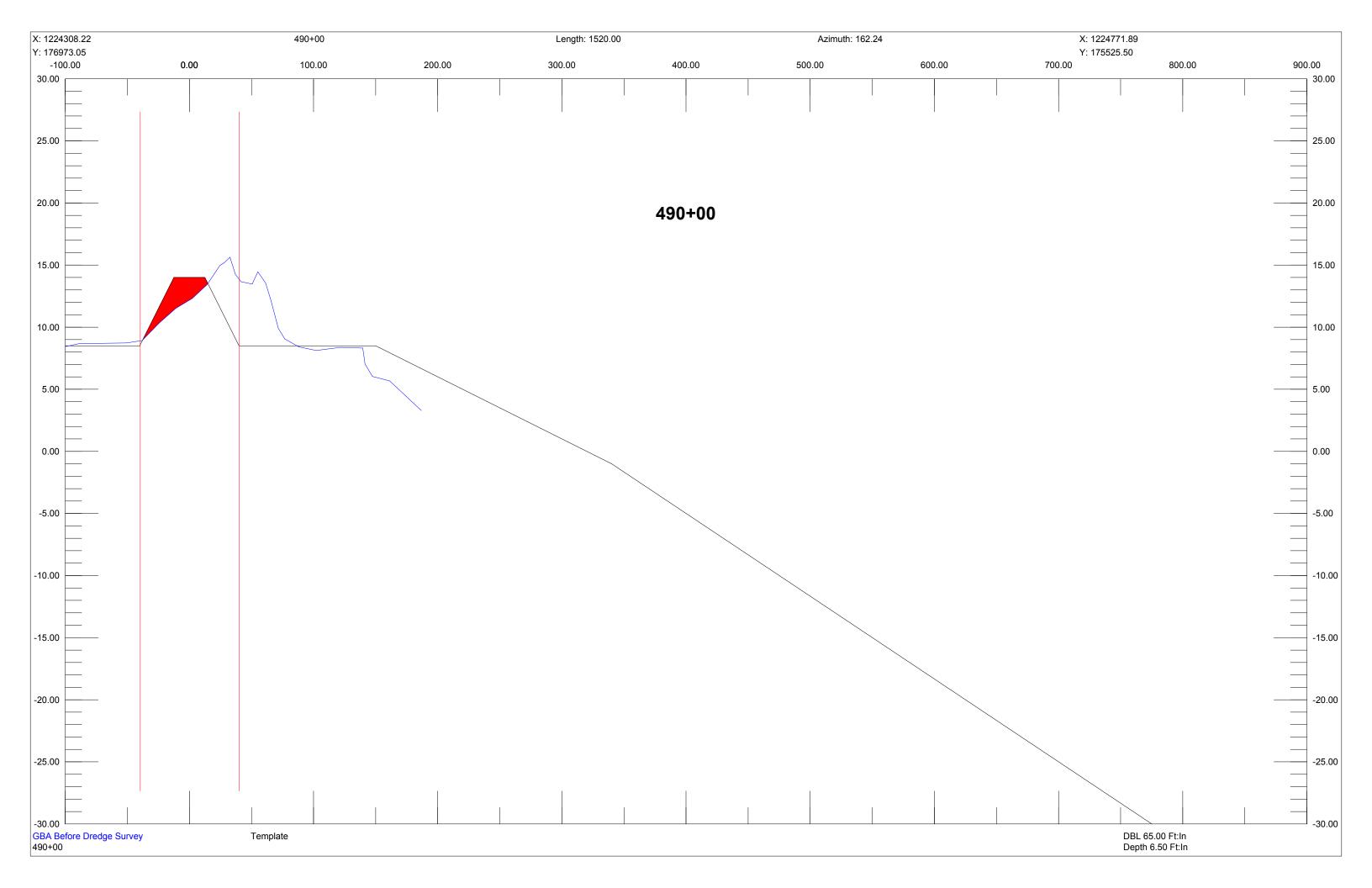
Thanks

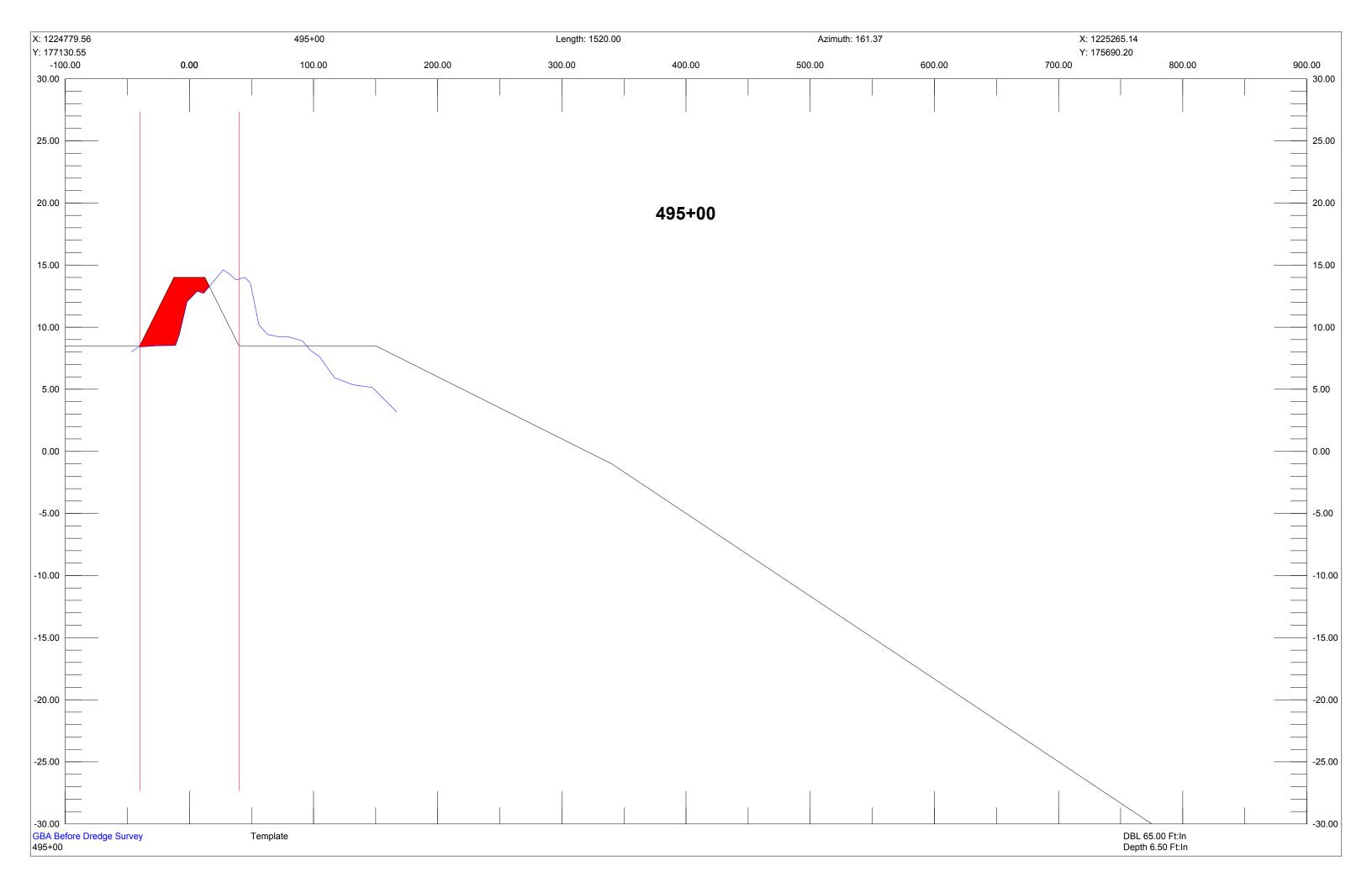
Matt

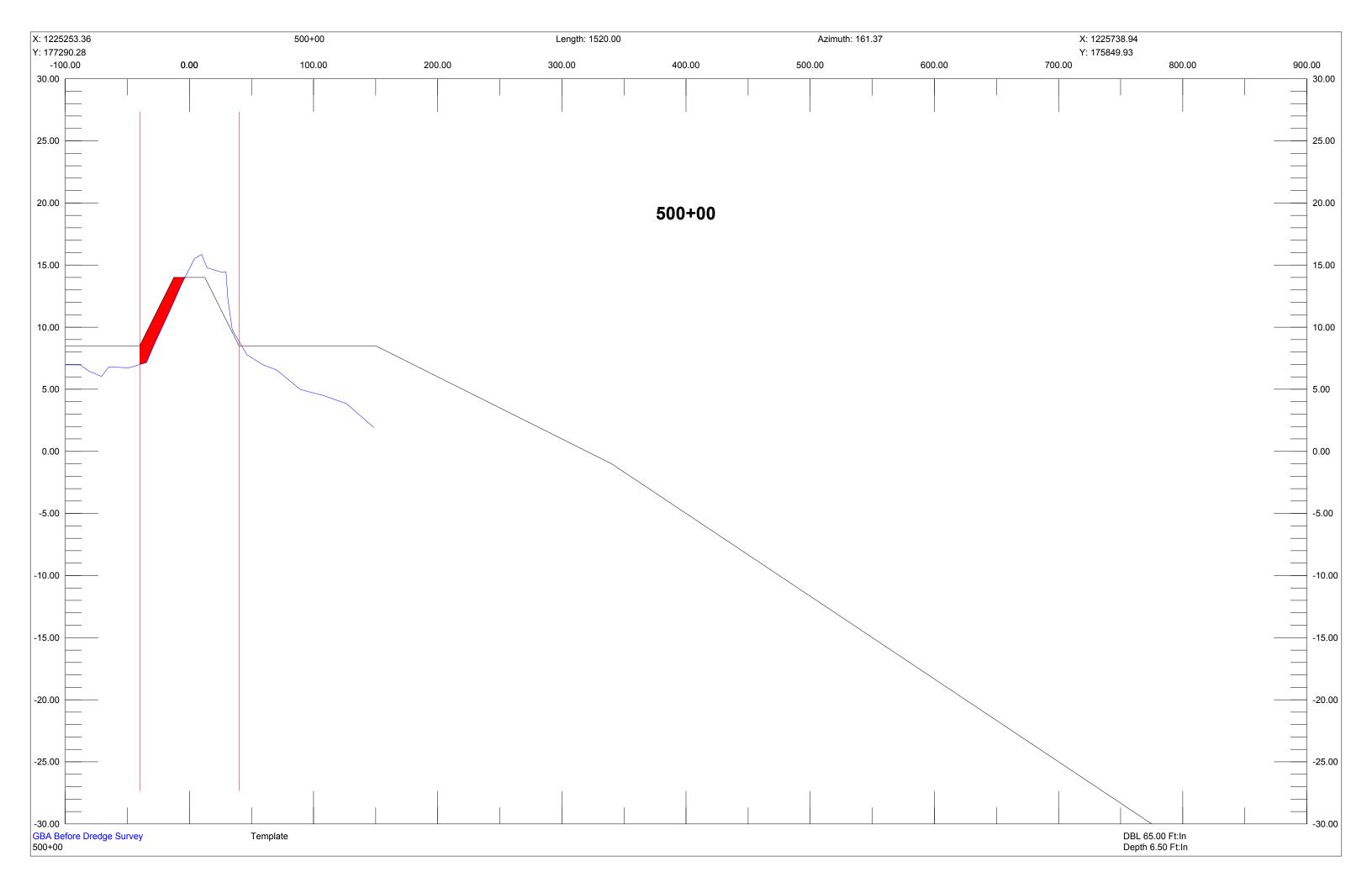
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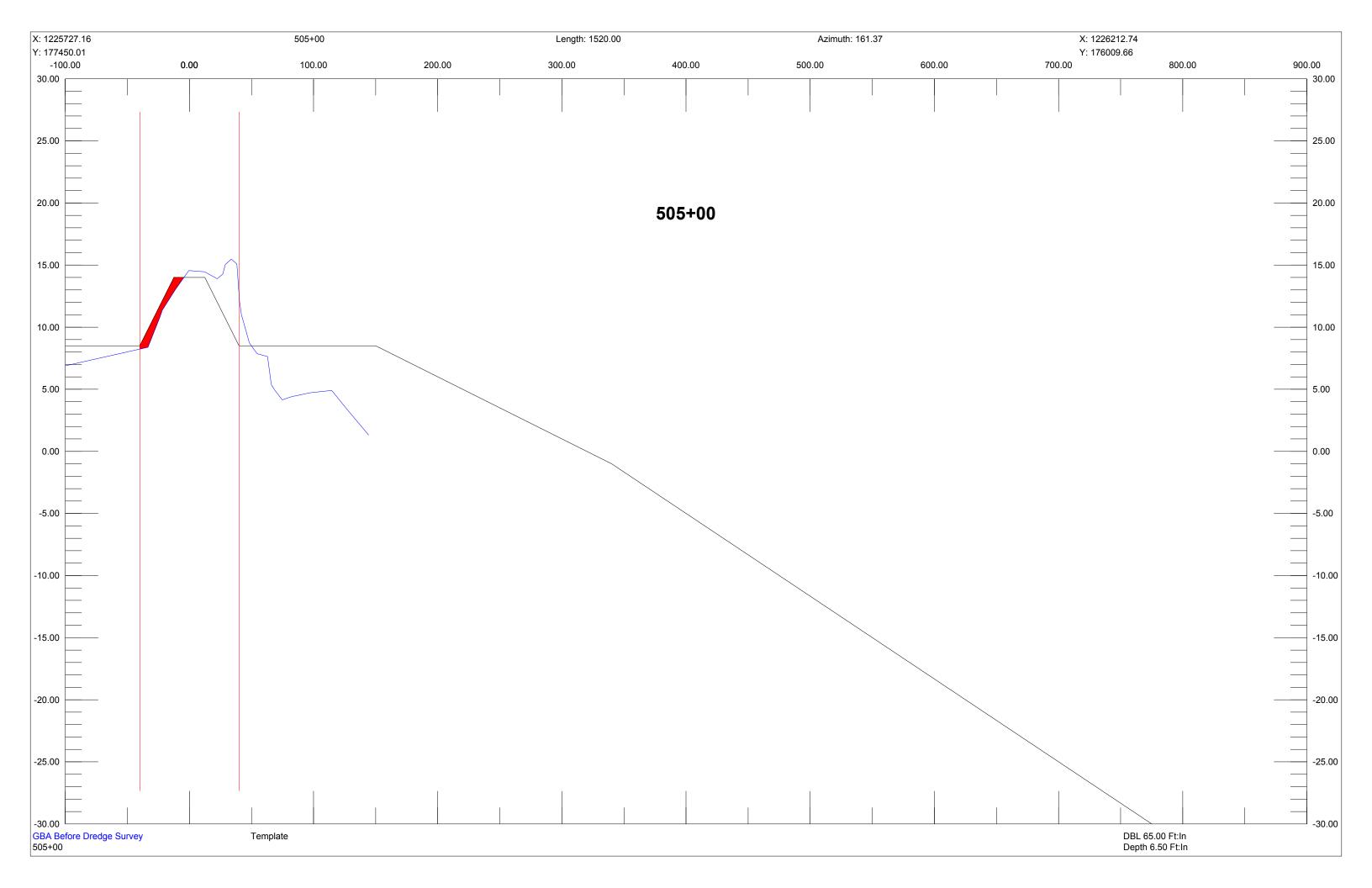


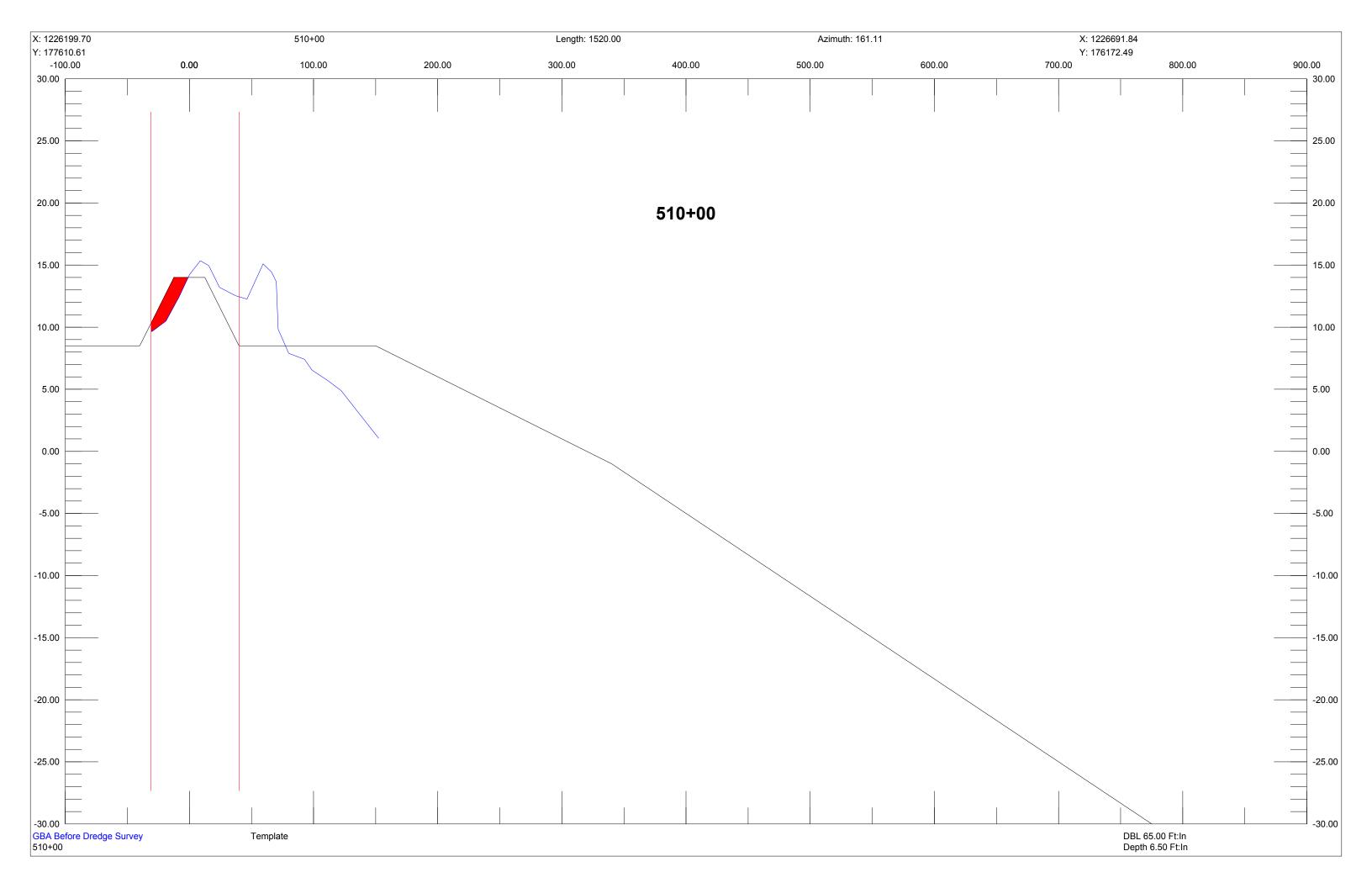
POW Dune Area Cross...ns.pdf

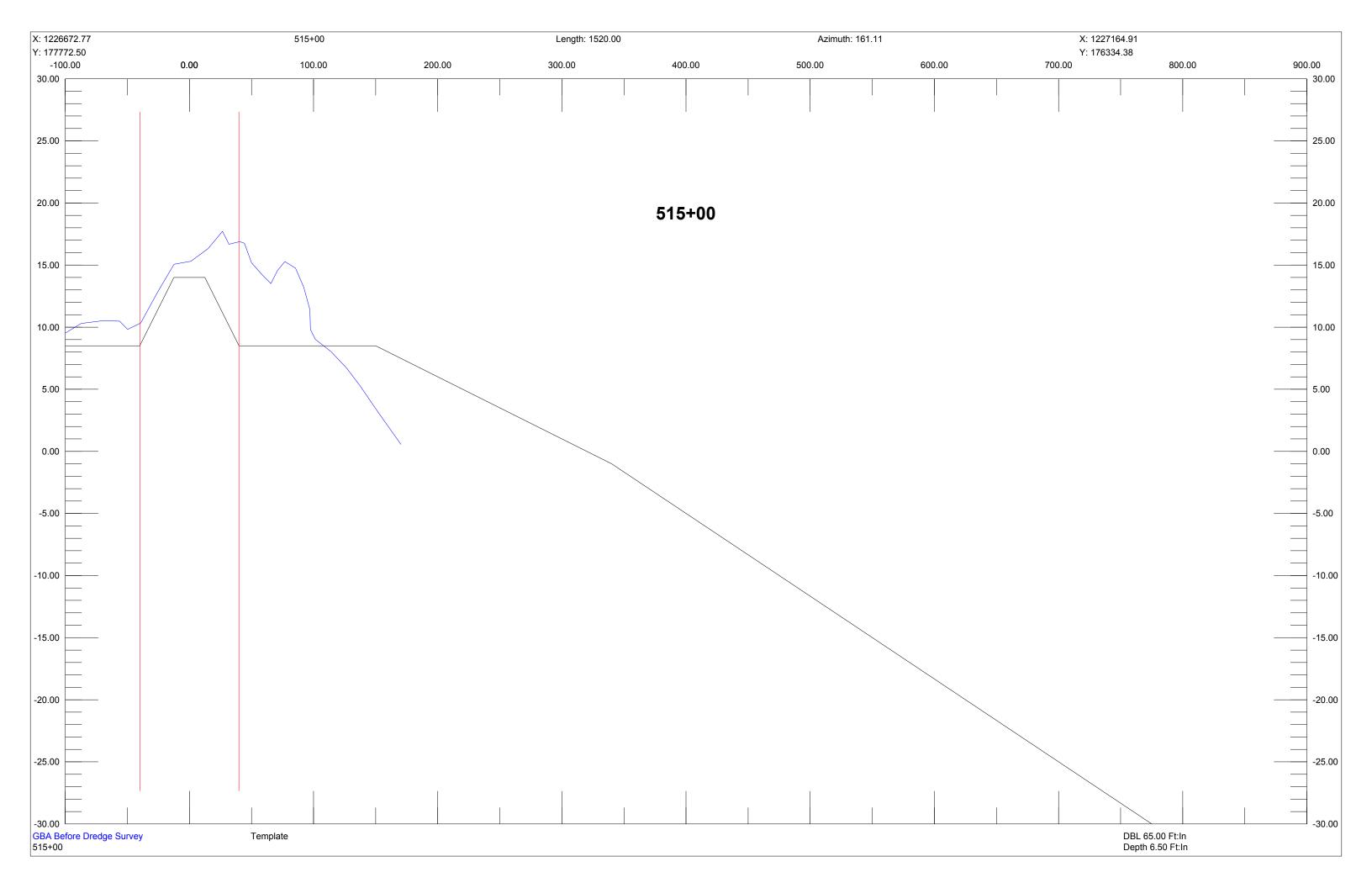


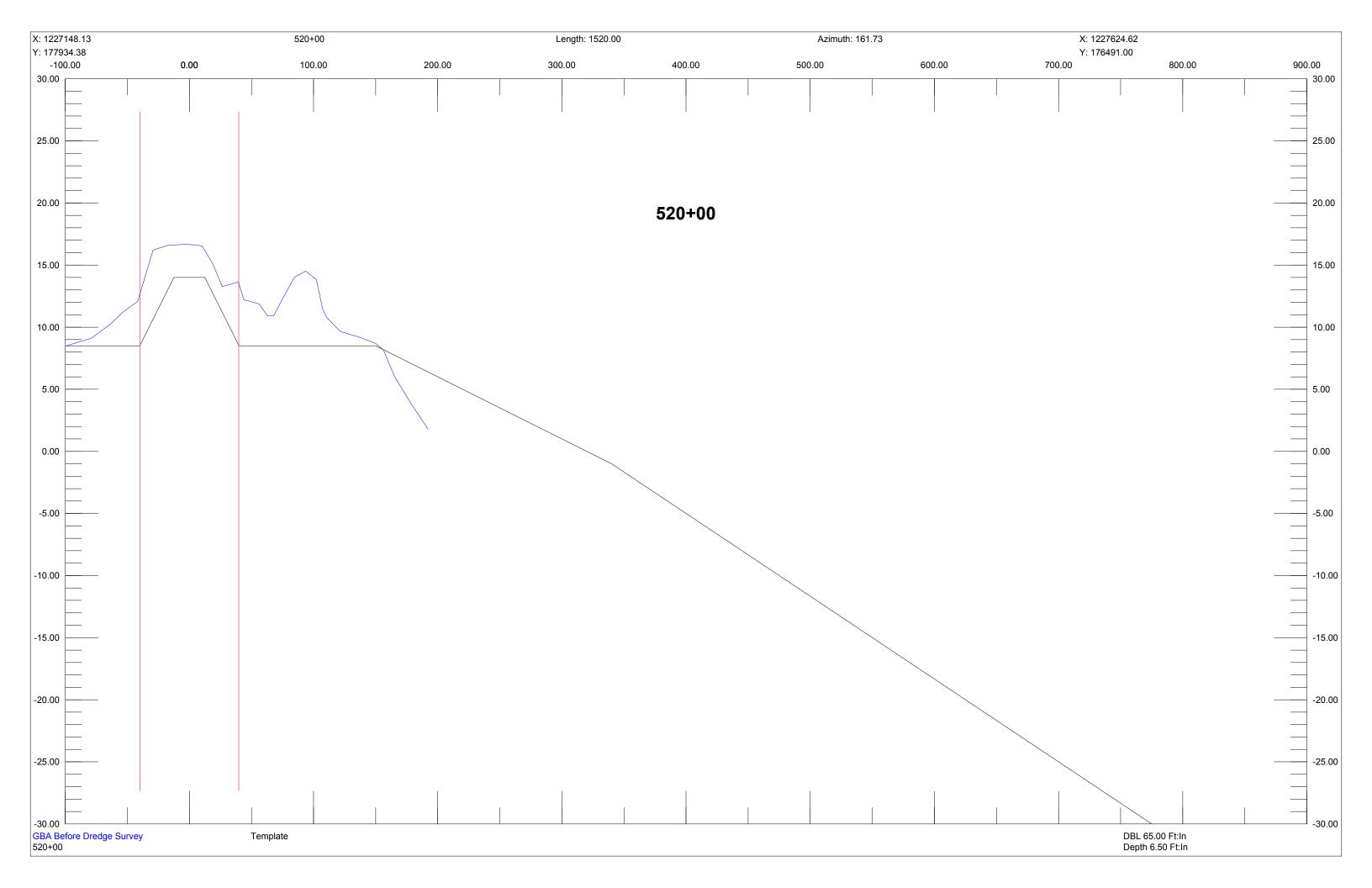


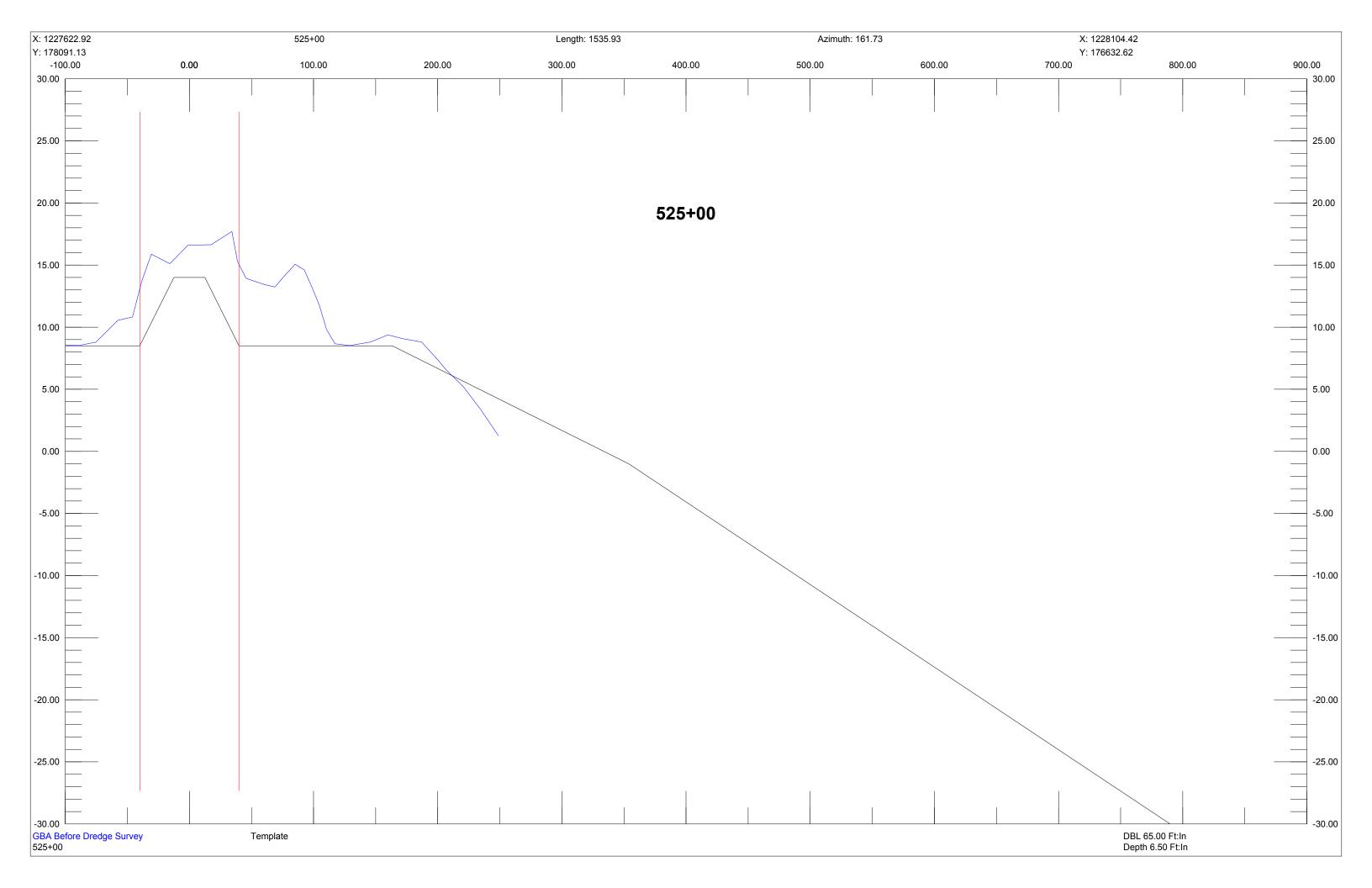


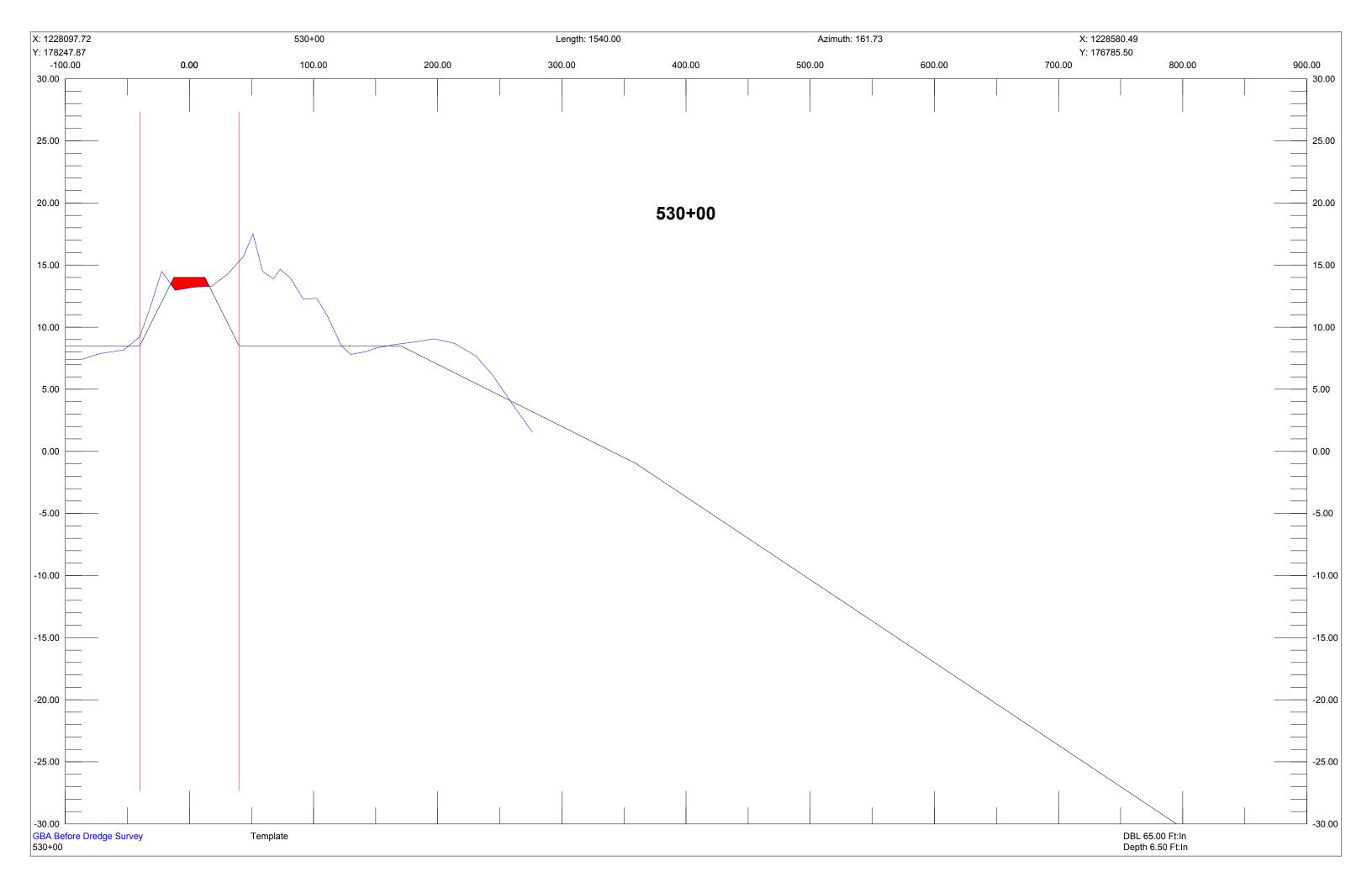












Date: November 21, 2019 at 9:20 AM

To: Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil

Cc: Matthew T. Henry MTHenry@WeeksMarine.Com, Robert G. Webb RGWebb@WeeksMarine.Com, Dusty L. Price

DLPrice@WeeksMarine.Com, Perry S. Brown PSBrown@WeeksMarine.Com

Thank You Sir for the response,

I have forward the request to Brownie Companies and our Weeks Staff. They will get that information and submit.

Let me know if you have any questions or need more information.

Regards,

Alberto Saavedra Site Manager WEEKS MARINE INC.

985-264-1479

AMSaavedra@weeksmarine.com

From: Ferguson, Ryan CIV USARMY CENAN (USA)

< Ryan.M.Ferguson@usace.army.mil >

Sent: Thursday, November 21, 2019 07:39

To: Alberto M. Saavedra < AMSaavedra@WeeksMarine.Com>

Subject: RE: Point O Woods and Ocean Bay Park

CAUTION: EXTERNAL SENDER

Hey Alberto,

Schedule looks good. Need a workplan in addition to schedule showing the order of demolition of the crossovers in OBP and POW as well as the location in those communities that will receive temp access mats. For example demolition will go east to west and mats will be placed at every walk in the community. Please ensure that all necessary details are included as the community will have a lot of questions. We can discuss after the progress meeting if necessary.

Thank you,

Ryan Ferguson
Project Engineer/COR
Metro East Resident Office, USACE

Office: (917) 790 - 6156 Cell: (347) 556 - 0725



----Original Message-----

From: Alberto M. Saavedra [mailto:AMSaavedra@WeeksMarine.Com]

Sent: Tuesday, November 19, 2019 10:51 AM

To: Ferguson, Ryan CIV USARMY CENAN (USA) < Ryan.M.Ferguson@usace.army.mil >

Subject: [Non-DoD Source] Fw: Point O Woods and Ocean Bay Park

Please see attached Updated schedule from Brownie Companies. Let me know if you have questions or need more information.

Regards,

Alberto Saavedra Site Manager WEEKS MARINE INC. 985-264-1479

AMSaavedra@weeksmarine.com

<BlockedBlockedhttps://wmimail.weeksmarine.com/owa/redir.aspx?</p>

C=85b57007e6324d04b0ccbc65e58b7a0b&URL=mailto%3aAMSaavedra%40weeksmarine.com>

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_O=EXCHANGELABS_OU=EXCHANGE+20ADMINISTRATIVE+20GROUP+20+28FYDIBOHF23SPDLT+29_CN=RECIPIENTS_CN=3744ED1F22FF4A0D8075C49A10CE8A2E

FERGUSON+2C+20R@eguardtech.com Subject: RE: P.O.W. Dune Survey Cross Sections
Date: November 21, 2019 at 9:21 AM
To: Matthew T. Henry MTHenry@WeeksMarine.Com

Cc: Charles E. Cross CECross@WeeksMarine.Com, Alberto M. Saavedra @WeeksMarine.Com

Do we have a rough volume of the landward slope fill required in POW based on this data?

Thank you,

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

----Original Message---From: Matthew T. Henry [mailto:MTHenry@WeeksMarine.Com]

Sent: Saturday, November 16, 2019 8:49 AM

To: Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil Co: Charles E. Cross CECross@WeeksMarine.Com; Alberto M. Saavedra AMSaavedra@WeeksMarine.Com Subject: [Non-DoD Source] Fwd: P.O.W. Dune Survey Cross Sections

Ryan, As requested Please see the attached cross sections of the dune Area in Point o Woods. because based on the plan comments of no dune in this area, we did not intend to fill. If the Usace is looking for fill in this area, we need to have conversation of the scope

Thanks

Matt

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INCEAEX-_O=EXCHANGELABS_OU=EXCHANGE+20ADMINISTRATIVE+20GROUP+20+28FYDIBOHF23SPDLT+29_CN=RECIPIENTS_CN=3744ED1F22FF4A0D8075C49A10CE8A2E

_O=EXCHANGELABS_OU=EXCHANGE+20ADMINISTF FERGUSON+2C+20R@eguardtech.com Subject: RE: Point O Woods and Ocean Bay Park Date: November 21, 2019 at 8:39 AM To: Alberto M. Saavedra AMSaavedra@WeeksMarine.Com

Hey Alberto,

Schedule looks good. Need a workplan in addition to schedule showing the order of demolition of the crossovers in OBP and POW as well as the location in those communities that will receive temp access mats. For example demolition will go east to west and mats will be placed at every walk in the community. Please ensure that all necessary details are included as the community will have a lot of questions. We can discuss after the progress meeting if necessary.

Thank you,

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

-----Original Message-----From: Alberto M. Saavedra [mailto:AMSaavedra@WeeksMarine.Com]

Sent: Tuesday, November 19, 2019 10:51 AM
To: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>

Subject: [Non-DoD Source] Fw: Point O Woods and Ocean Bay Park

Please see attached Updated schedule from Brownie Companies. Let me know if you have questions or need more information.

Regards,

Alberto Saavedra Site Manager WEEKS MARINE INC.

AMSaavedra@weeksmarine.com <Blockedhttps://wmimail.weeksmarine.com/owa/redir.aspx? C=85b57007e6324d04b0ccbc65e58b7a0b&URL=mailto%3aAMSaavedra%40weeksmarine.com>

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Subject: FW: FIMI 3B2 - OBP Crossover Stakeout Surveys

Date: December 12, 2019 at 8:31 AM

To: Matthew T. Henry MTHenry@WeeksMarine.Com, Alberto M. Saavedra AMSaavedra@WeeksMarine.Com, Perry S. Brown PSBrown@WeeksMarine.Com, Kathryn C. Armstrong KCArmstrong@WeeksMarine.Com, Charles E. Cross CECross@WeeksMarine.Com, William Jones WJones@WeeksMarine.Com, Dusty L. Price DLPrice@WeeksMarine.Com,

Cc: Bian, Shewen CIV USARMY CENAD (USA) Shewen.W.Bian@usace.army.mil, VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (USA) Robert.A.Vohden@usace.army.mil

For USACE review please update the pile stakeout drawings to include the dune template. The alignment looks questionable (potentially too far north) based on preliminary USACE GIS review. If the dune alignment can be provided as an overlay it would allow us to clarify that the stakeout alignment does match the dune alignment that Weeks intends to construct to.

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 – 0725

-----Original Message--

From: Kyle Rotterman [mailto:kyle@brownieny.com] Sent: Monday, December 9, 2019 2:18 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil> Cc: Matthew T. Henry <MTHenry@WeeksMarine.Com>

Subject: [Non-DoD Source] FIMI 3B2 - OBP Crossover Stakeout Surveys

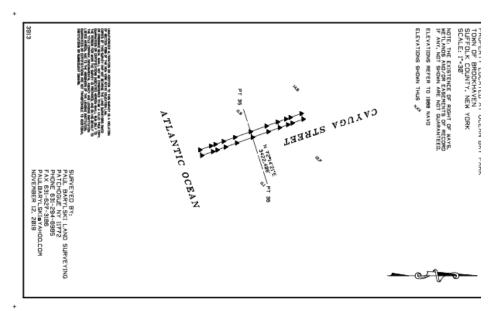
Please see attached pedestrian crossover stakeout surveys for Ocean Bay Park. DWG files to follow separately.

Kyle Rotterman

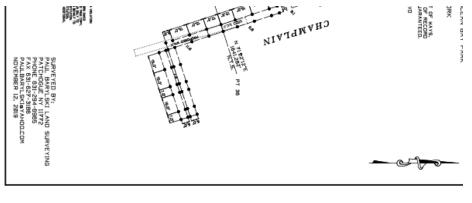
Project Manager

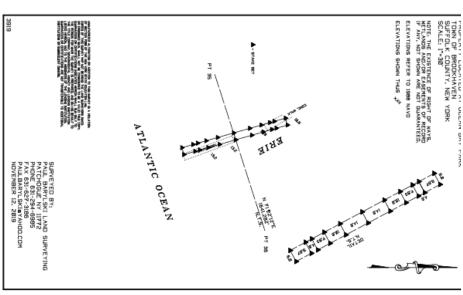
Brownie Companies

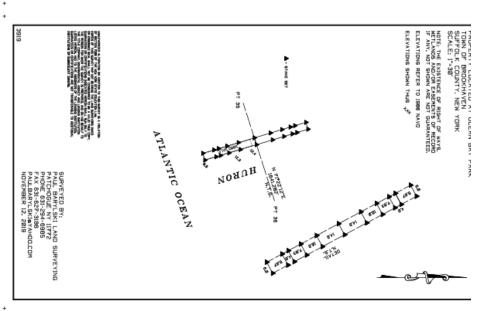
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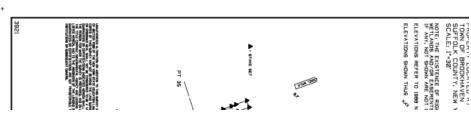


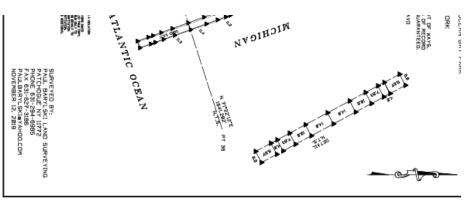


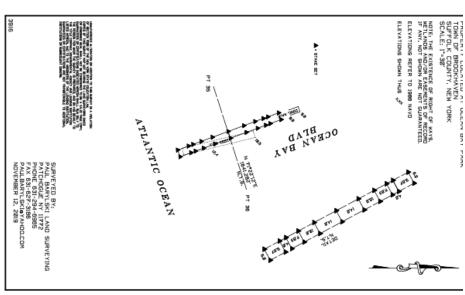


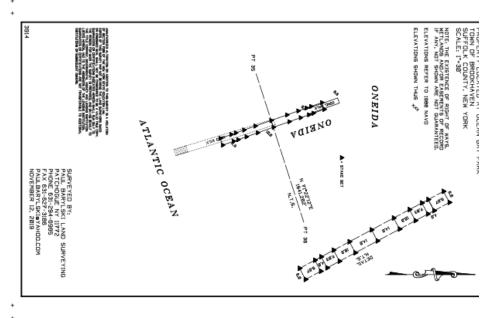


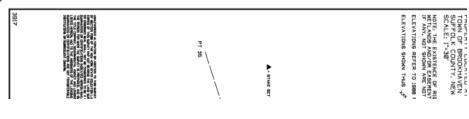


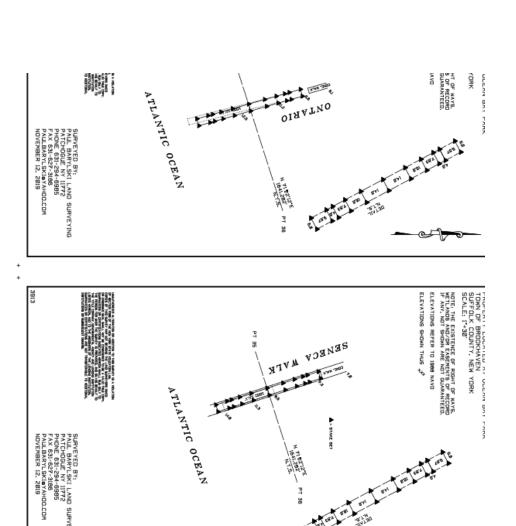


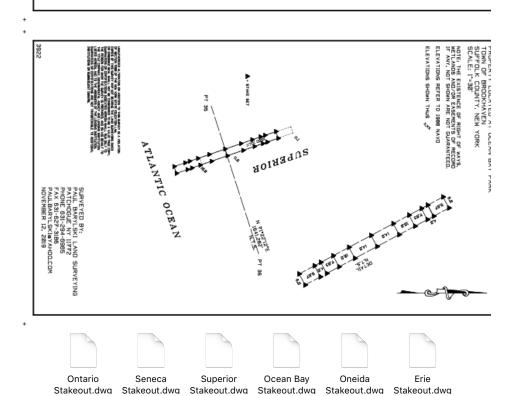












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Date: December 13, 2019 at 7:30 AM

To: Charles E. Cross CECross@WeeksMarine.Com

Hey Evans,

When our GIS reviewer loaded the CAD data it was in the vicinity but was rotated/scaled incorrectly. If there's additional CAD data that I can forward to the reviewer or if you can export it as a shapefile that would work too.

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

----Original Message-

From: Charles E. Cross [mailto:CECross@WeeksMarine.Com]
Sent: Thursday, December 12, 2019 2:43 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA) Ryan CIV USARMY CENAN (USA) <a href="mailto:Ryan.M.Fergu Cc: Blan, Shewen CIV USARMY CENAD (USA) <Shewen.W.Blan@usace.army.mil>; VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (USA) <Robert.A.Vohden@usace.army.mil>

Subject: [Non-DoD Source] Re: FIMI 3B2 - OBP Crossover Stakeout Surveys

I imported all of Brownie's stakeout information into a drawing that includes the dune template information. The blue lines represent the toes of the dune, the magenta lines are the crests, and the yellow is the dune center line.

Please let me know if there is any additional information you need.

Thank you,

C. Evans Cross

Project Engineer Weeks Marine Inc.

304 Gaille Drive Covington, LA 70433

Mobile: (910)-264-4433

cecross@weeksmarine.com <mailto:jdjones@weeksmarine.com> Blockedwww.weeksmarine.com <Blockedhttp://www.weeksmarine.com/>

From: Ferguson, Ryan CIV USARMY CENAN (USA) < Ryan.M.Ferguson@usace.army.mil>

Sent: Thursday, December 12, 2019 8:31 AM

To: Matthew T. Henry < MTHenry @WeeksMarine.Com>; Alberto M. Saavedra < AMSaavedra@WeeksMarine.Com>; Perry S. Brown < PSBrown@WeeksMarine.Com>; Kathryn C. Armstrong < KCArmstrong@WeeksMarine.Com>; Charles E. Cross < CECross@WeeksMarine.Com>; William Jones < WJones@WeeksMarine.Com>; Dusty L. Price CDLPrice@WeeksMarine.Com>; Kyle Rotterman < kyle@brownieny.com>
Co: Bian, Shewen CIV USARMY CENAN (USA) < Shewen.W.Bian@usace.army.mil>; VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (USA) < Robert.A.Vohden@usace.army.mil>

Subject: FW: FIMI 3B2 - OBP Crossover Stakeout Surveys

CAUTION: EXTERNAL SENDER

Weeks/Brownie Team.

For USACE review please update the pile stakeout drawings to include the dune template. The alignment looks questionable (potentially too far north) based on preliminary USACE GIS review. If the dune alignment can be provided as an overlay it would allow us to clarify that the stakeout alignment does match the dune alignment that Weeks intends to construct to.

Thank you,

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156

Julia (J.) , Julia J. Lu

----Original Message---From: Kyle Rotterman [mailto:kyle@brownieny.com]
Sent: Monday, December 9, 2019 2:18 PM
To: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>
Cc: Matthew T. Henry https://www.kyle@brownieny.com
Subject: [Non-DoD Source] FIMI 3B2 - OBP Crossover Stakeout Surveys

Please see attached pedestrian crossover stakeout surveys for Ocean Bay Park. DWG files to follow separately.

Kyle Rotterman

Project Manager

Brownie Companies

631-506-3239

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From: Melody Treme MATreme@WeeksMarine.Com

Subject: [Non-DoD Source] RE: Consent of Surety for Modification P00001 - Contract W912DS-18-C-0012

Date: December 17, 2019 at 12:39 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil,

Nieves, Orlando CIV USARMY CENAN (USA) Orlando. Nieves@usace.army.mil

Thank you.

-----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil>

Sent: Tuesday, December 17, 2019 11:38 AM

To: Melody Treme < MATreme@WeeksMarine.Com >; Nieves, Orlando CIV USARMY CENAN (USA)

<Orlando.Nieves@usace.army.mil>

Subject: RE: Consent of Surety for Modification P00001 - Contract W912DS-18-C-0012

CAUTION: EXTERNAL SENDER

Received

-----Original Message-----

From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

Sent: Tuesday, December 17, 2019 11:51 AM

To: Nieves, Orlando CIV USARMY CENAN (USA) < Orlando.Nieves@usace.army.mil>; Emanuel, Nicholas CIV USARMY CENAN

(US) < Nicholas. P. Emanuel@usace.army.mil>

Subject: [Non-DoD Source] FW: Consent of Surety for Modification P00001 - Contract W912DS-18-C-0012

Good Morning,

The consent of surety for Contract W912DS-18-C-0012 has been delivered. Kindly confirm you received the Fedex package.

Thank you,

Melody Treme

Weeks Marine, Inc.

985-875-2526

From: Melody Treme

Sent: Monday, December 16, 2019 9:16 AM

To: Orlando.Nieves@usace.army.mil

Cc: Chuck Broussard < CRBroussard@WeeksMarine.Com>

Subject: Consent of Surety for Modification P00001 - Contract W912DS-18-C-0012

Good Morning,

Attached please find the consent of surety for Contract W912DS-18-C-0012. The original will be sent by FedEx.

Kind Regards,

Melody Treme

Weeks Marine, Inc.

304 Gaille Drive

Covington I A 70433



Direct (985) 875-2526

matreme@weeksmarine.com <mailto:matreme@weeksmarine.com>

BlockedBlockedwww.weeksmarine.com/>

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From: Melody Treme MATreme@WeeksMarine.Com Subject: [Non-DoD Source] RE: W912DS18C0012-P00001.pdf

Date: December 17, 2019 at 3:14 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil Cc: Oseback, Michael J CIV USARMY CENAN (USA) Michael.J.Oseback@usace.army.mil

Thank you.

Kind Regards, Melody Treme Weeks Marine, Inc. 985-875-2526

-----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil>

Sent: Tuesday, December 17, 2019 1:19 PM

To: Melody Treme < MATreme@WeeksMarine.Com >

Cc: Oseback, Michael J CIV USARMY CENAN (USA) < Michael.J.Oseback@usace.army.mil>

Subject: W912DS18C0012-P00001.pdf

CAUTION: EXTERNAL SENDER

Melody,

Please review sign and return.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

Phone: 917-790-8069 Fax: 212-264-3013

This email may contain confidential material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this message in error, please notify the sender by reply e-mail or contact the Weeks Marine IT Department at ITGroup@weeksmarine.com, and delete this message, along with any attachments, from your computer.

MT

From: Seebode, Joseph J CIV CENAN CENAD (USA) Joseph.J.Seebode@usace.army.mil @

Subject: FW: [Non-DoD Source] Fire Island Dredging (UNCLASSIFIED)

Date: December 17, 2019 at 2:26 PM

To: Cosby, Matthew G CIV USARMY CENAN (USA) Matthew.G.Cosby@usace.army.mil, Tierney, Anne R CIV CENAN CENAD (USA) Anne.R.Tierney@usace.army.mil, Kislik, Andrea E CIV USARMY CENAN (USA) Andrea.E.Kislik@usace.army.mil,

Carter, Diane M CIV USARMY CENAN (USA) Diane.M.Carter@usace.army.mil

Cc: O'Connell-Lilly, Keegan CIV USARMY USACE (USA) Keegan.O'Connell-Lilly@usace.army.mil

Team--the first e-mail below with the single one-liner from Col A is the one to use for the "ghost' e-mail that will be given to the DE to send to constituents. I will send the addressees under separate cover. Subject lines for outgoing should be the same as the one that came in originally from the constituent.

Joe

----Original Message-----

From: Asbery, Thomas D COL USARMY CENAN (USA)

Sent: Monday, December 16, 2019 10:06 PM

To: eschwerd@mindspring.com

Subject: RE: [Non-DoD Source] Fire Island Dredging (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Thank you for your email. We share your concern. Please see the attached on the actions we are taking.

v/r

COL Tom Asbery

----Original Message-----

From: Elisabeth Schwerd [mailto:eschwerd@mindspring.com]

Sent: Monday, December 16, 2019 9:32 PM

To: garrett_armwood@schumer.senate.gov; Michael_Scheid@gillibrand.senate.gov; Congressman1@mail.house.gov; Asbery, Thomas D COL USARMY CENAN (USA) <Thomas.D.Asbery@usace.army.mil>; county.executive@suffolkcountyny.gov; eromaine@brookhavenny.gov; supervisorsoffice@townofislip-ny.gov

Subject: [Non-DoD Source] Fire Island Dredging

Please use your best efforts have the uncompleted dredging operations, that ceased on Fire Island, be returned as soon as possible to finish the work that is sorely needed. Dredging was moved to the Hampton beaches leaving the west end communities of Fire Island vulnerable until the spring. These beaches are precious resources, to be enjoyed freely by all on Long Island and elsewhere. They offer free public facilities, including HC provisions and should be protected.

These are barrier beaches that absorb the fury of winter storms and protect the mainland of Long Island. Emergency repairs following damaging northeasters in October and November were approved by the Army Corps of Engineers, but funding has not yet been received. I urge you to expedite this.

Thanking you in advance,

Elisabeth Schwerd

679 Ocean Breeze Walk

Ocean Beach NY 11770

CLASSIFICATION: UNCLASSIFIED CLASSIFICATION: UNCLASSIFIED



USACE FIMI-

WOSI...19.pdf

Dear Suffolk County Residents and Leaders,

As many of you are aware, recent nor'easters have resulted in erosion and storm damage to the south facing Atlantic Ocean shorelines of eastern Long Island leaving them highly susceptible to continuing impacts including the potential for dune washovers and possible breaching of the barrier island(s). I have received many letters recently concerning the deteriorating conditions. The U.S. Army Corps of Engineers (USACE) and I share your concerns. I have recently visited a number of the most vulnerable locations and together with our partners at the state, county, and local level, we are developing plans of action. These plans of action will seek authority where necessary to provide repairs and restoration. This letter provides an update on our actions thus far.

Public Law 84-99 (PL 84-99) gives USACE legal authority to conduct emergency response and recovery activities to supplement local efforts in the repair of existing federal Coastal Storm Risk Management projects impacted by significant coastal storms. In the wake of two separate storms between October 10 and October 17 of 2019, New York State requested in writing that USACE consider use of the PL 84-99 authority to repair damages that resulted in large losses of sand along the Atlantic Ocean shoreline at two locations, (1) West of Shinnecock Inlet (WOSI) and (2) Fire Island Inlet to Moriches Inlet (FIMI).

To respond to the requests USACE is expeditiously developing Project Information Reports (PIRs) to determine courses of action for addressing the coastal storm damages at West of Shinnecock Inlet and Fire Island Inlet to Moriches Inlet, which are both potentially eligible as they are existing federal projects. Survey work is complete at WOSI. Plans and Specifications are in development, along with permit and real estate recertification. Both PIR's are well along in development and we expect continuing coordination with our headquarters over the next few weeks. If approved and funded, we'll then have a course of action for addressing the storm damage to these flood risk reduction projects.

USACE is also working on a number of projects and studies along the south shore of Long Island. An update on the status of those efforts follows:

Fire Island Inlet to Moriches Inlet (FIMI) Stabilization Project: To date over 7 million cubic yards of sand have been placed on Fire Island since Hurricane Sandy. Sand placement in Smith Point County Park and Robert Moses State Park through Seaview is complete and turned over to the New York State Department of Environmental Conservation (NYSDEC) for operation and maintenance. Sand placement (under FIMI contract 3B2) has begun, and work is complete in the communities of Davis Park, Water Island, Fire Island Pines and Cherry Grove. Our contractor, Weeks Marine, has temporarily halted operations on contract 3B2 to complete renourishment activities in Westhampton, NY. USACE is closely managing these two critical coastal storm risk reduction projects—both of which are designed to provide flood risk reduction measures to multiple communities. Upon completion of Westhampton sand placement operations,

dredges will return to Fire Island Inlet and Moriches Inlet to place sand at the last two remaining communities of the project. The FIMI project is scheduled for completion in June 2020 which is our contract requirement. Dune crossovers and dune planting work will continue during this time.

Westhampton Beach area for approximately 4 miles from Cupsogue Beach County Park to the west and Groin Number 7 to the east. The project provides a protective beach berm and dune for reduction of storm damages from coastal erosion and flooding to the affected mainland communities east of Moriches Bay. Initial construction was completed in December 1997. The project's fourth renourishment contract was awarded September 30, 2019 for \$22.3 million. An estimated 1.2 million cubic yards of sand will be placed and the contractor expects to complete the Westhampton job by mid-February 2020, subject to good weather working conditions. This work is being done now to avoid impacts to federally endangered nesting shorebirds and contractually must be complete before April 2020.

Montauk Point: This federal project will stabilize and protect the lighthouse at Montauk Point. The project is authorized and full funding for construction is available. USACE and New York State have signed a Project Partnership Agreement and are completing final negotiations on real estate requirements. Contract plans and specifications were advertised on October 29, 2019 and a contract award should occur in April 2020. The project's construction duration is scheduled for 24 months.

Fire Island Inlet to Montauk Point Coastal Storm Risk Reduction Project (FIMP):

This future project extends from Fire Island Inlet east to Montauk Point along the Atlantic Coast of Suffolk County, including some back-bay areas. This project contains three Federal Navigation Inlets functioning as an interconnected system of ocean shoreline, inlets and estuaries. The project is authorized and is undergoing a reevaluation under the Hurricane Sandy Emergency Supplemental Bill of 2013 also known as Public Law 113-2 (PL 113-2). The Final General Reevaluation Report & Environmental Impact Statement was completed by the district and sent forward for review and approval on October 23, 2019. The project would be 100% federally funded through PL 113-2.

As you might gather from the above, our New York District is fully engaged on a number of fronts in our continuing efforts to provide tangible coastal storm risk reduction measures to the residents of the Long Island communities. We will continue to provide updates as more information becomes available.

THOMAS D. ASBERY

Colonel, U.S. Army Corps of Engineers

From: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil @

Subject: W912DS18C0012-P00001.pdf **Date:** December 17, 2019 at 2:18 PM

To: Melody Treme MATreme@WeeksMarine.Com

Cc: Oseback, Michael J CIV USARMY CENAN (USA) Michael.J.Oseback@usace.army.mil

Melody,

Please review sign and return.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069 Fax: 212-264-3013

PDF

W912DS18C001 2-P00001.pdf



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES
AMENDMENT OF SOLICITA		ICATION OF CONTRACT		J		1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJEC	T NO.(Ifapplicable)
P00001	04-Dec-2019	SEE SCHEDULE				
6. ISSUED BY CODE	W912DS	7. ADMINISTERED BY (Ifother than item 6)		COD	DE W91	2DS
US ARMY CORPS OF ENGINEERS, NEWYORK 26 FEDERAL PLAZA, RM 16-300 NEWYORK NY 10278-0090		CONTRACTING DIVISION 26 FEDERAL PLAZA, RM 1843 NEW YORK NY 10278	ZA, RM 1843			
8. NAME AND ADDRESS OF CONTRACTOR (1	No., Street, County, S	State and Zip Code)	9 <i>A</i>	A. AMENDME	ENT OF SO	OLICITATION NO.
WEEKS MARINE, INC. BELINDA B. DUFRENE 304 GAILLE DR	,,,		9B	B. DATED (SE	E ITEM 1	11)
COVINGTON LA 70433-9125			x 10 W	A. MOD. OF 912DS18C00	CONTRAC	CT/ORDER NO.
				B. DATED (SEE ITEM	113)
CODE 1RHV3	FACILITY COD)-Aug-2018		
The above numbered solicitation is amended as set forth		PPLIES TO AMENDMENTS OF SOLI		extended,	is not ext	andad
			Ш	· L	Is not ext	ended.
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning	-	t; (b) By acknowledging receipt of this amendment.		-	er submitted:	:
or (c) By separate letter or telegram which includes a refe	erence to the solicitation a	and amendment numbers. FAILURE OF YOUR	ACKNOV	WLEDGMENT		,
RECEIVED AT THE PLACE DESIGNATED FOR THI REJECTION OF YOUR OFFER. If by virtue of this ame					ton	
provided each telegramor letter makes reference to the so	•				ici,	
12. ACCOUNTING AND APPROPRIATION DATES	TA (If required)					
	M APPLIES ONLY T	O MODIFICATIONS OF CONTRACT	S/ORDE	FRS		
		CT/ORDER NO. AS DESCRIBED IN IT		ZIKO.		
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. FAR 52.243-1 Changes						
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 a	uthority)					
E. IMPORTANT: Contractor is not,	is required to sign	n this document and return1	copies	to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: e3ct9on920103 The purpose of modification P00001, is to increase contract quantity to reflect the before dredge survey performed in July 2019.						
As a result: Add CLIN 0005 in the amount of \$1,000,000.00 (100,00 CY @ \$10.00 / CY) Add CLIN 0006 in the amount of \$1,281,000.00 (170,800 CY @ \$7.50 / CY) As a result of this modification, the total funded amount for this document was increased by \$2,281,000.00 from \$1,269,575.00 to \$3,550,575.00. The period of performance is increased from 21 calendar days by 34 calendar days to a total of 55 calendar days						
All other terms and conditions remain the same.						
It is understood and agreed that this adjustment constitutes compensation in full on behalf of the contractor and its subcontractors and						
supplies for all costs and markups directly or in change within the time frame stated. The partic Except as provided herein, all terms and conditions of the door						
15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)						
		TEL:	EM	MAIL:		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI				16	6C. DATE SIGNED
		BY				
(Signature of person authorized to sign)		(Signature of Contracting Of	fficer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$2,281,000.00 from \$1,269,575.00 to \$3,550,575.00.

CLIN 0005 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0005 100,000 Cubic \$10.00 \$1,000,000.00 Yard

Dredging (to -35' MLLW + 2' OD)

FFP

and placement of sand at SBOBA

FOB: Destination

PURCHASE REQUEST NUMBER: W16R0E82285524-0001

NET AMT \$1,000,000.00

ACRN AC \$1,000,000.00

CIN: W16ROE822855240006

CLIN 0006 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0006 170,800 Cubic \$7.50 \$1,281,000.00

Yard

Dredging (to -35' MLLW + 2' OD)

FFP

and placement of sand at a contractor furnished, state-approved, alterative pleacement site(s).

FOB: Destination

PURCHASE REQUEST NUMBER: W16R0E82285524-0001

NET AMT \$1,281,000.00

ACRN AC \$1,281,000.00

CIN: W16ROE822855240005

The following Delivery Schedule for CLIN 0005 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE

55 dys. ANP 100,000 OPERATIONS DIVISION

W912DS

RANDY HINTZ

26 FEDERAL PLAZA ROOM 16-414

NEW YORK NY 10278

917-790-8550 FOB: Destination

The following Delivery Schedule for CLIN 0006 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
55 dys. ANP	170,800	OPERATIONS DIVISION RANDY HINTZ 26 FEDERAL PLAZA ROOM 16-414 NEW YORK NY 10278 917-790-8550 FOB: Destination	W912DS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,281,000.00 from \$1,269,575.00 to \$3,550,575.00.

CLIN 0005:

Funding on CLIN 0005 is initiated as follows:

ACRN: AC

CIN: W16ROE822855240006

Acctng Data: 96X31230000 082421 252031409B012490 NA 96303

Increase: \$1,000,000.00

Total: \$1,000,000.00

CLIN 0006:

Funding on CLIN 0006 is initiated as follows:

ACRN: AC

CIN: W16ROE822855240005 Acctng

Data: 96X31230000 082421 Increase: 252031409B012490 NA 96303

\$1,281,000.00

Total: \$1,281,000.00

SECTION 00 70 00 - CONDITIONS OF THE CONTRACT

The following Acceptance/Inspection Schedule was added for CLIN 0005:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY N/A N/A N/A Government

The following Acceptance/Inspection Schedule was added for CLIN 0006:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY N/A N/A Government

(End of Summary of Changes)

From: Melody Treme MATreme@WeeksMarine.Com @

Subject: [Non-DoD Source] Modification P00001 for Contract W912DS18C0012

Date: December 19, 2019 at 3:44 PM

To: Nieves, Orlando CIV USARMY CENAN (USA) Orlando.Nieves@usace.army.mil, Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil, Oseback, Michael J CIV USARMY CENAN (USA) Michael.J.Oseback@usace.army.mil

Cc: crbrousard@weeksmarine.com crbroussard@weeksmarine.com

Good Afternoon,

Attached please find signed Modification P00001 for Contract W912DS18C0012. The modification has been dated 12/6/19 to match the consent of surety.

Kind Regards, Melody Treme Weeks Marine, Inc.

304 Gaille Drive Covington, LA 70433

Direct (985) 875-2526 <u>matreme@weeksmarine.com</u> Blockedwww.weeksmarine.com



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2019.12.06.Sand y.Hook...ed.pdf

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF	PAGES
AMENDMENT OF SOLICITY		CATION OF CONTRACT		J		1	4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (Ifapplicabl			ble)	
P00001	04-Dec-2019	SEE SCHEDULE					
6. ISSUED BY CODE	W912DS	7. ADMINISTERED BY (Ifother than item 6)		COI	DE W912	DS	
US ARMY CORPS OF ENGINEERS, NEWYORK 26 FEDERAL PLAZA, RM 16-300 NEWYORK NY 10278-0090		CONTRACTING DIMSION 26 FEDERAL PLAZA, RM 1843 NEWYORK NY 10278	RACTING DIMSION ERAL PLAZA, RM 1843				
8. NAME AND ADDRESS OF CONTRACT OR (No., Street, County, St	ate and Zip Code)	9/	A. AMENDMI	ENT OF SOL	LICITATIO	N NO.
MARINE AND ADDRESS OF CONTRACTOR (No., Street, County, State WEEKS MARINE, INC. BELINDA B. DUFRENE 304 GAILLE DR COVINGTON LA 70433-9125		,	9E	B. DATED (SE	EE ITEM 11)	
		x 10)A. MOD. OF 1912DS18C00	CONTRACT	Γ/ORDER N	10.	
				B. DATED (SEE ITEM 1	13)	
CODE 1RHV3	FACILITY COD			0-Aug-2018			
		PPLIES TO AMENDMENTS OF SOLI			٦		
The above numbered solicitation is amended as set forth			ш	extended,	is not exten	ded.	
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 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 ACKNOWLEDGMENT 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 DA	TA (If required)						
See Schedule							
		O MODIFICATIONS OF CONTRACT: T/ORDER NO. AS DESCRIBED IN ITI		ERS.			
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. FAR 52.243-1 Changes							
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 PUI	RSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and a	uthority)						
E. IMPORTANT: Contractor is not,	x is required to sign	this document and return1	copies	s to the issuing	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: e3ct9on920103 The purpose of modification P00001, is to increase contract quantity to reflect the before dredge survey performed in July 2019.							
As a result: Add CLIN 0005 in the amount of \$1,000,000.00 (100,00 CY @ \$10.00 / CY) Add CLIN 0006 in the amount of \$1,281,000.00 (170,800 CY @ \$7.50 / CY) As a result of this modification, the total funded amount for this document was increased by \$2,281,000.00 from \$1,269,575.00 to \$3,550,575.00. The period of performance is increased from 21 calendar days by 34 calendar days to a total of 55 calendar days							
All other terms and conditions remain the same. It is understood and agreed that this adjustment constitutes compensation in full on behalf of the contractor and its subcontractors and supplies for all costs and markups directly or indirectly attributable to the change ordred from all delays thereto and for performance of the change within the time frame stated. The parties agree this modification constitutes a fair and equitable adjustment to the total contract. 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 CONTRACTING OFFICER (Type or print)							
Charles Broussard Jr., Vice Presiden	t	TEL:	E	MAIL:			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED + 12/06/2019	16B. UNITED STATES OF AMED BY	RICA		16C	C. DATE SIG	GNED
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)				

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$2,281,000.00 from \$1,269,575.00 to \$3,550,575.00.

CLIN 0005 is added as follows:

ITEM NO 0005

SUPPLIES/SERVICES

QUANTITY 100,000 UNIT Cubic

Yard

UNIT PRICE \$10.00 AMOUNT \$1,000,000.00

703

Dredging (to -35' MLLW + 2' OD)

FFP

and placement of sand at SBOBA

FOB: Destination

PURCHASE REQUEST NUMBER: W16R0E82285524-0001

NET AMT

\$1,000,000.00

ACRN AC

CIN: W16ROE822855240006

\$1,000,000.00

CLIN 0006 is added as follows:

ITEM NO 0006

SUPPLIES/SERVICES

QUANTITY 170,800 UNIT Cubic UNIT PRICE \$7.50 AMOUNT \$1,281,000.00

Yard

Dredging (to -35' MLLW + 2' OD)

FFP

and placement of sand at a contractor furnished, state-approved, alterative pleacement site(s).

FOB: Destination

PURCHASE REQUEST NUMBER: W16ROE82285524-0001

NET AMT

\$1,281,000.00

ACRN AC

CIN: W16ROE822855240005

\$1,281,000.00

The following Delivery Schedule for CLIN 0005 has been added:

W912DS18C0012 (e3ct9on920103) Page 3 of 4

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC /

CAGE

55 dys. ANP

100,000

OPERATIONS DIVISION

W912DS

RANDY HINTZ

26 FEDERAL PLAZA ROOM 16-414

NEW YORK NY 10278

917-790-8550 FOB: Destination

The following Delivery Schedule for CLIN 0006 has been added:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC /

CAGE

55 dys. ANP

170,800

OPERATIONS DIVISION

W912DS

RANDY HINTZ

26 FEDERAL PLAZA ROOM 16-414

NEW YORK NY 10278

917-790-8550 FOB: Destination

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,281,000.00 from \$1,269,575.00 to \$3,550,575.00.

CLIN 0005:

Funding on CLIN 0005 is initiated as follows:

ACRN: AC

CIN: W16ROE822855240006

Acctng Data: 96X31230000 082421

252031409B012490

NA 96303

Increase: \$1,000,000.00

Total: \$1,000,000.00

CLIN 0006:

Funding on CLIN 0006 is initiated as follows:

ACRN: AC

CIN: W16ROE822855240005 Acctng

Data: 96X31230000 082421 Increase:

252031409B012490

NA 96303

\$1,281,000.00

Total: \$1,281,000.00

SECTION 00 70 00 - CONDITIONS OF THE CONTRACT

The following Acceptance/Inspection Schedule was added for CLIN 0005:

INSPECT AT INSPECT BY ACCEPT AT

N/A N/A

ACCEPT BY

Government

The following Acceptance/Inspection Schedule was added for CLIN 0006:

INSPECT AT INSPECT BY ACCEPT AT

N/A

N/A

N/A

ACCEPT BY

Government

(End of Summary of Changes)

N/A

From: Melody Treme MATreme@WeeksMarine.Com

Subject: [Non-DoD Source] RE: Consent of Surety for Modification P00001 - Contract W912DS-18-C-0012

Date: December 19, 2019 at 12:34 PM

To: Nieves, Orlando CIV USARMY CENAN (USA) Orlando.Nieves@usace.army.mil, Emanuel, Nicholas CIV USARMY CENAN (USA)

Nicholas.P.Emanuel@usace.army.mil

Cc: Oseback, Michael J CIV USARMY CENAN (USA) Michael.J.Oseback@usace.army.mil

Good Afternoon,

The modification was received. I hope to be able to send it back to you today.

Kind Regards, Melody Treme Weeks Marine, Inc. 985-875-2526

----Original Message-----

From: Nieves, Orlando CIV USARMY CENAN (USA) < Orlando. Nieves@usace.army.mil>

Sent: Thursday, December 19, 2019 11:25 AM

To: Melody Treme < MATreme@WeeksMarine.Com >; Emanuel, Nicholas CIV USARMY CENAN (US)

<Nicholas.P.Emanuel@usace.army.mil>

Cc: Oseback, Michael J CIV USARMY CENAN (USA) Michael J CIV USARMY CENAN (USA) <a href="mailto:

Good Afternoon Melody,

The subject modification was forwarded to Weeks for signature.

Kindly provide the status of the modification.

Thank You.

----Original Message----

From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

Sent: Tuesday, December 17, 2019 12:39 PM

To: Emanuel, Nicholas CIV USARMY CENAN (US) Nicholas CIV USARMY CENAN (US) Nicholas.P.Emanuel@usace.army.mil>; Nicholas.

(USA) < Orlando. Nieves@usace.army.mil>

Subject: [Non-DoD Source] RE: Consent of Surety for Modification P00001 - Contract W912DS-18-C-0012

Thank you.

----Original Message----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil>

Sent: Tuesday, December 17, 2019 11:38 AM

To: Melody Treme < MATreme@WeeksMarine.Com >; Nieves, Orlando CIV USARMY CENAN (USA)

< Orlando. Nieves@usace.army.mil>

Subject: RE: Consent of Surety for Modification P00001 - Contract W912DS-18-C-0012

CAUTION: EXTERNAL SENDER

Received

----Original Message----

From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

Sent: Tuesday, December 17, 2019 11:51 AM

To: Nieves, Orlando CIV USARMY CENAN (USA) < Orlando.Nieves@usace.army.mil>; Emanuel, Nicholas CIV USARMY CENAN

(US) < Nicholas.P.Emanuel@usace.army.mil>

Subject: [Non-DoD Source] FW: Consent of Surety for Modification P00001 - Contract W912DS-18-C-0012

Good Morning,

The consent of surety for Contract W912DS-18-C-0012 has been delivered. Kindly confirm you received the Fedex package.

Thank you,

Melody Treme



Weeks Marine, Inc.
985-875-2526
From: Melody Treme Sent: Monday, December 16, 2019 9:16 AM
To: Orlando.Nieves@usace.army.mil Cc: Chuck Broussard < CRBroussard@WeeksMarine.Com>
Subject: Consent of Surety for Modification P00001 - Contract W912DS-18-C-0012
Good Morning,
Attached please find the consent of surety for Contract W912DS-18-C-0012. The original will be sent by FedEx.
Kind Regards,
Melody Treme
Weeks Marine, Inc.
304 Gaille Drive
Covington, LA 70433
Direct (985) 875-2526
matreme@weeksmarine.com <mailto:matreme@weeksmarine.com></mailto:matreme@weeksmarine.com>
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This email may contain confidential material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this message in error, please notify the sender by reply e-mail or contact the Weeks Marine IT Department at ITGroup@weeksmarine.com, and delete this message, along with any attachments, from your computer.

From: Melody Treme MATreme@WeeksMarine.Com

Subject: [Non-DoD Source] RE: Modification P00001 for Contract W912DS18C0012

Date: December 20, 2019 at 2:59 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil, Nieves, Orlando CIV USARMY CENAN (USA) Orlando. Nieves@usace.army.mil,

Oseback, Michael J CIV USARMY CENAN (USA) Michael.J.Oseback@usace.army.mil Cc: crbrousard@weeksmarine.com crbroussard@weeksmarine.com Thank you.

Melody Treme Weeks Marine, Inc.

----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil>

Sent: Friday, December 20, 2019 1:57 PM

To: Melody Treme < MATreme@WeeksMarine.Com>; Nieves, Orlando CIV USARMY CENAN (USA)

<Orlando.Nieves@usace.army.mil>; Oseback, Michael J CIV USARMY CENAN (USA) <Michael.J.Oseback@usace.army.mil>; Oseback, Michael J CIV USARMY CENAN (USA)

Cc: Chuck Broussard < CRBroussard@WeeksMarine.Com> Subject: RE: Modification P00001 for Contract W912DS18C0012

CAUTION: EXTERNAL SENDER

Please see attached.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District

Phone: 917-790-8069 Fax: 212-264-3013

----Original Message----

From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

Sent: Thursday, December 19, 2019 3:41 PM

To: Nieves, Orlando CIV USARMY CENAN (USA) < Orlando.Nieves@usace.army.mil>; Emanuel, Nicholas CIV USARMY CENAN

(US) <Nicholas.P.Emanuel@usace.army.mil>; Oseback, Michael J CIV USARMY CENAN (USA)

<Michael.J.Oseback@usace.army.mil>

Cc: <u>crbrousard@weeksmarine.com</u> < <u>crbroussard@weeksmarine.com</u>>

Subject: [Non-DoD Source] Modification P00001 for Contract W912DS18C0012

Good Afternoon,

Attached please find signed Modification P00001 for Contract W912DS18C0012. The modification has been dated 12/6/19 to match the consent of surety.

Kind Regards,

Melody Treme

Weeks Marine, Inc.

304 Gaille Drive

Covington, LA 70433



Direct (985) 875-2526

<u>matreme@weeksmarine.com</u> <<u>mailto:matreme@weeksmarine.com</u>>

BlockedBlockedwww.weeksmarine.com <BlockedBlockedhttp://www.weeksmarine.com/>

This email may contain confidential material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this message in error, please notify the sender by reply e-mail or contact the Weeks Marine IT Department at ITGroup@weeksmarine.com, and delete this message, along with any attachments, from your computer.

From: Ferguson, Ryan CIV USARMY CENAN (USA)

IMCEAEX-

_O=EXCHANGELABS_OU=EXCHANGE+20ADMINISTRATIVE+20GROUP+20+28FYDIBOHF23SPDLT+29_CN=RECIPIENTS_CN=3744ED1F22FF4A0D8075C49A10CE8A2E

FERGUSON+2C+20R@eguardtech.com

Subject: RE: FIMI 3B2 - OBP Crossover Stakeout Surveys

Date: December 20, 2019 at 1:31 PM

To: Kathryn C. Armstrong KCArmstrong@WeeksMarine.Com, Charles E. Cross CECross@WeeksMarine.Com, Alberto M. Saavedra AMSaavedra@WeeksMarine.Com

Thanks, greatly appreciated!

Thank you,

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

-----Original Message-From: Kathryn C. Armstrong [mailto:KCArmstrong@WeeksMarine.Com] Sent: Friday, December 20, 2019 1:30 PM To: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>; Charles E. Cross <CECross@WeeksMarine.Com>; Alberto M. Saavedra <AMSaavedra@WeeksMarine.Com> Subject: [Non-DoD Source] Re: FIMI 3B2 - OBP Crossover Stakeout Surveys Rvan. My guys should be down there tomorrow taking care of this and I will send pictures for you to reference. Thank you, Katie Armstrong Project Engineer Weeks Marine Inc. 304 Gaille Drive Covington, LA 70433 Mobile: (913) 731-8630 kcarmstrong@weeksmarine.com Blockedwww.weeksmarine.com

From: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>

Sent: Friday, December 20, 2019 1:27 PM

To: Charles E. Cross <CECross@WeeksMarine.Com>; Alberto M. Saavedra <AMSaavedra@WeeksMarine.Com>; Kathryn C. Armstrong <KCArmstrong@WeeksMarine.Com> Subject: RE: FIMI 3B2 - OBP Crossover Stakeout Surveys

Hey Alberto,

To follow up on our discussion earlier, can you please have the landward dune limit verified in Ocean Bay Park in the field and provide flags for visual reference. Specific areas of interest of the houses north of Traffic Ave at STA 486+00 and 487+00. If all of Ocean Bay Park and Point O' Woods can be confirmed for the landward dune limit it would be greatly appreciated.

The request is intended to verify that the dune alignment provided in the contract does not impact any of the homes in OBP and POW. The communities are concerned after seeing Brownie's field layout that there is impacts to the adjacent homes and the GIS data overlay of the dune and crossovers is unclear to provide a good answer to those concerns. If stakeout of the landward limit can be completed and photos provided after completion it would allow us to approve Brownie's stakeouts and alleviate the concerns of the community with regards to the alignment of the dune and crossovers.

If you have any questions or need additional info, please let me know.

Thank you,

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

-----Original Message----From: Charles E. Cross [mailto:CECross@WeeksMarine.Com]
Sont: Friday December 13, 2010 1:00 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>Subject: [Non-DoD Source] Re: FIMI 3B2 - OBP Crossover Stakeout Surveys

Rvan

I don't have ArcGIS to make the shapefiles with, but I did bring the original drawing I sent you into a Google Earth KML file and something was definitely goofy with the alignment. I went back and re-imported everything into another drawing and brought it into Google Earth and it appears to be be aligned correctly.

I have attached the revised drawing file as well as the KML/Google Earth file. Hopefully this will work, but please let me know if there is still an issue and I'll try something else.

Thank you,

C. Evans Cross

Project Engineer Weeks Marine, Inc.

304 Gaille Drive Covington, LA 70433

Mobile: (910)-264-4433

cecross@weeksmarine.com <mailto:jdjones@weeksmarine.com> BlockedBlockedwww.weeksmarine.com <BlockedBlockedhttp://www.weeksmarine.com/>

From: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>Sent: Friday, December 13, 2019 8:53 AM
To: Charles E. Cross <CECross@WeeksMarine.Com>
Subject: RE: FIMI 382 - OBP Crossover Stakeout Surveys

Thanks Evans, appreciate the assistance!

Thank you,

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

-----Original Message---From: Charles E. Cross [mailto:CECross@WeeksMarine.Com]
Sent: Friday, December 13, 2019 8:35 AM
To: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>
Subject: [Non-DoD Source] Re: FIMI 3B2 - OBP Crossover Stakeout Surveys

Ryan

 $I'm \ not \ familiar \ with \ making \ shape \ files, \ but \ will \ try \ to \ look \ into \ coming \ up \ with \ something \ for \ you.$

Thank you,

C. Evans Cross

Project Engineer Weeks Marine, Inc.

304 Gaille Drive Covington, LA 70433

Mobile: (910)-264-4433

cecross@weeks marine.com < mailto:jdjones@weeks marine.com > BlockedBl

From: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil> Sent: Friday, December 13, 2019 7:30 AM

To: Charles E. Cross < CECross@WeeksMarine.Com> Subject: RE: FIMI 3B2 - OBP Crossover Stakeout Surveys

Hey Evans

When our GIS reviewer loaded the CAD data it was in the vicinity but was rotated/scaled incorrectly. If there's additional CAD data that I can forward to the reviewer or if you can export it as a shapefile that would work too.

Thank you,

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

--Original Message-

From: Charles E. Cross [mailto:CECross@WeeksMarine.Com] Sent: Thursday, December 12, 2019 2:43 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA) Ryan CIV USARMY CENAN (USA) (USA) (USA) Ryan CIV USARMY CENAN (USA) (USA)

Cc: Bian, Shewen CIV USARMY CENAD (USA) <Shewen.W.Bian@usace.army.mil>; VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (USA) <Robert.A.Vohden@usace.army.mil> Subject: [Non-DoD Source] Re: FIMI 3B2 - OBP Crossover Stakeout Surveys

I imported all of Brownie's stakeout information into a drawing that includes the dune template information. The blue lines represent the toes of the dune, the magenta lines are the crests, and the yellow is the dune center line.

Please let me know if there is any additional information you need.

Thank you,

C. Evans Cross

Project Engineer Weeks Marine, Inc.

304 Gaille Drive Covington, LA 70433

Mobile: (910)-264-4433

cecross@weeksmarine.com <mailto:jdjones@weeksmarine.com> BlockedB

From: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>

Sent: Thursday, December 12, 2019 8:31 AM
To: Matthew T. Henry <MTHenry@WeeksMarine.Com>; Alberto M. Saavedra <AMSaavedra@WeeksMarine.Com>; Perry S. Brown <PSBrown@WeeksMarine.Com>; Kathryn C. Armstrong Armstrong@WeeksMarine.com; Charles E. Cross CECross@WeeksMarine.com; William Jones WJones@WeeksMarine.com; Dusty L. Price DLPrice@WeeksMarine.com; Kyle Rotterman Kyle@brownieny.com
CC: Bian, Shewen CIV USARMY CENAD (USA) Shewen.W.Bian@usace.army.mil; VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (USA) Robert.A.Vohden@usace.army.mil

Subject: FW: FIMI 3B2 - OBP Crossover Stakeout Surveys

CAUTION: EXTERNAL SENDER

Weeks/Brownie Team.

For USACE review please update the pile stakeout drawings to include the dune template. The alignment looks questionable (potentially too far north) based on preliminary USACE GIS review. If the dune alignment can be provided as an overlay it would allow us to clarify that the stakeout alignment does match the dune alignment that Weeks intends to construct to.

Thank you,

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156 Cell: (347) 556 - 0725

----Original Message---From: Kyle Rotterman [mailto:kyle@brownieny.com]
Sent: Monday, December 9, 2019 2:18 PM
To: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>
Cc: Matthew T. Henry <MTHenry@WeeksMarine.Com>
Subject: [Non-DoD Source] FIMI 3B2 - OBP Crossover Stakeout Surveys

Rvan

Please see attached pedestrian crossover stakeout surveys for Ocean Bay Park. DWG files to follow separately.

Kyle Rotterman

Project Manager

Brownie Companies

631-506-3239

This email may contain confidential material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this message in error, please notify the sender by reply e-mail or contact the Weeks Marine IT Department at ITGroup@weeksmarine.com, and delete this message, along with any attachments, from your computer.

From: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Subject: SAM.BETA WOSI Solicitation W912DS20B0002

Date: December 23, 2019 at 2:02 PM

To: Melody Treme MATreme@WeeksMarine.Com



Please see link below for WOSI

 $\underline{https://beta.sam.gov/opp/7d80c54ea18a46afa1216cc3bd1ed43a/view?keywords=W912DS20B0002\&sort=\underline{relevance\&index=\&is_active=true\&page=1}$

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

Fax: 212-264-3013

Date: December 27, 2019 at 3:18 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil



Ryan,

My guys staked out the landward dune toe every 100' for the entirety of Point O Woods and Ocean Bay Park. The stakes are labeled with the station and flagged with pink ribbon. Attached are pictures from every 500', its hard but if you zoom in you can see the other stakes.

Thank you,

Katie Armstrong

Project Engineer Weeks Marine Inc.

304 Gaille Drive Covington, LA 70433

Mobile: (913) 731-8630

kcarmstrong@weeksmarine.com Blockedwww.weeksmarine.com



From: Kathryn C. Armstrong < KCArmstrong @ WeeksMarine.Com>

Sent: Friday, December 27, 2019 1:08 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA)

<Ryan.M.Ferguson@usace.army.mil>

Subject: Re: FIMI 3B2 - OBP Crossover Stakeout Surveys

Ryan,

My guys staked out the landward dune toe every 100' for the entirety of Point O Woods and Ocean Bay Park. The stakes are labeled with the station and flagged with pink ribbon. Attached are pictures from every 500', its hard but if you zoom in you can see the other stakes.

Thank you,

Katie Armstrong

Project Engineer Weeks Marine Inc.

304 Gaille Drive

Covington, LA 10433

Mobile: (913) 731-8630

kcarmstrong@weeksmarine.com Blockedwww.weeksmarine.com



From: Ferguson, Ryan CIV USARMY CENAN (USA)

<Ryan.M.Ferguson@usace.army.mil>

Sent: Friday, December 27, 2019 12:45 PM

To: Kathryn C. Armstrong < KCArmstrong@WeeksMarine.Com>; Charles E. Cross

<CECross@WeeksMarine.Com>; Alberto M. Saavedra <AMSaavedra@WeeksMarine.Com>; Christopher Rossell

<CRossell@WeeksMarine.Com>; Julian Perez <JPerez@WeeksMarine.Com>;

Matthew T. Henry < MTHenry @ Weeks Marine. Com>

Subject: RE: FIMI 3B2 - OBP Crossover Stakeout Surveys

Hey Katie,

Only received the second email containing the 2 pictures. The other email in the chain (timestamp 10:43) didn't come through. Would you mind resending?

Thank you,

Ryan Ferguson
Project Engineer/COR
Metro East Resident Office, USACE

Office: (917) 790 - 6156 Cell: (347) 556 - 0725

----Original Message-----

From: Kathryn C. Armstrong [mailto:KCArmstrong@WeeksMarine.Com]

Sent: Thursday, December 26, 2019 10:44 AM To: Ferguson, Ryan CIV USARMY CENAN (USA)

-Ryan.M.Ferguson@usace.army.mil>; Charles E. Cross

<CECross@WeeksMarine.Com>; Alberto M. Saavedra

<AMSaavedra@WeeksMarine.Com>; Christopher Rossell

<CRossell@WeeksMarine.Com>; Julian Perez <JPerez@WeeksMarine.Com>;

Matthew T. Henry < MTHenry@WeeksMarine.Com>

Subject: [Non-DoD Source] Re: FIMI 3B2 - OBP Crossover Stakeout Surveys

The last two pictures didn't attach to the previous email.

Let me know if you need something else.

Thank you,

Katie Armstrong

Project Engineer

Weeks Marine Inc.

304 Gaille Drive

Covington, LA 70433

Mobile: (913) 731-8630

kcarmstrong@weeksmarine.com

BlockedBlockedwww.weeksmarine.com

From: Kathryn C. Armstrong < KCArmstrong@WeeksMarine.Com>

Sent: Thursday, December 26, 2019 10:43 AM To: Ferguson, Ryan CIV USARMY CENAN (USA)

- Ryan.M.Ferguson@usace.army.mil>; Charles E. Cross

<CECross@WeeksMarine.Com>; Alberto M. Saavedra

<AMSaavedra@WeeksMarine.Com>; Christopher Rossell

<CRossell@WeeksMarine.Com>; Julian Perez <JPerez@WeeksMarine.Com>;

Matthew T. Henry < MTHenry @ Weeks Marine. Com>

Subject: Re: FIMI 3B2 - OBP Crossover Stakeout Surveys

Ryan,

My guys staked out the landward dune toe every 100' for the entirety of Point O Woods and Ocean Bay Park. The stakes are labeled with the station and flagged with pink ribbon. Below are pictures from every 500', its hard but if you zoom in you can see the other stakes.

Thank	you.
-------	------

Katie Armstrong

Project Engineer

Weeks Marine Inc.

304 Gaille Drive

Covington, LA 70433

Mobile: (913) 731-8630

kcarmstrong@weeksmarine.com

BlockedBlockedwww.weeksmarine.com

From: Ferguson, Ryan CIV USARMY CENAN (USA)

<Ryan.M.Ferguson@usace.army.mil> Sent: Friday, December 20, 2019 1:27 PM

To: Charles E. Cross < CECross@WeeksMarine.Com>; Alberto M. Saavedra

<AMSaavedra@WeeksMarine.Com>; Kathryn C. Armstrong

<KCArmstrong@WeeksMarine.Com>

Subject: RE: FIMI 3B2 - OBP Crossover Stakeout Surveys

Hey Alberto,

To follow up on our discussion earlier, can you please have the landward dune limit verified in Ocean Bay Park in the field and provide flags for visual reference. Specific areas of interest of the houses north of Traffic Ave at STA 486+00 and 487+00. If all of Ocean Bay Park and Point O' Woods can be confirmed for the landward dune limit it would be greatly appreciated.

The request is intended to verify that the dune alignment provided in the contract does

not impact any of the homes in OBP and POW. The communities are concerned after seeing Brownie's field layout that there is impacts to the adjacent homes and the GIS data overlay of the dune and crossovers is unclear to provide a good answer to those concerns. If stakeout of the landward limit can be completed and photos provided after completion it would allow us to approve Brownie's stakeouts and alleviate the concerns of the community with regards to the alignment of the dune and crossovers.

If you have any questions or need additional info, please let me know.

Thank you,

Ryan Ferguson Project Engineer/COR Metro East Resident Office, USACE Office: (917) 790 - 6156

Cell: (347) 556 - 0725

----Original Message-----

From: Charles E. Cross [mailto:CECross@WeeksMarine.Com]

Sent: Friday, December 13, 2019 1:09 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA)

<Ryan.M.Ferguson@usace.army.mil>

Subject: [Non-DoD Source] Re: FIMI 3B2 - OBP Crossover Stakeout Surveys

Ryan,

I don't have ArcGIS to make the shapefiles with, but I did bring the original drawing I sent you into a Google Earth KML file and something was definitely goofy with the alignment. I went back and re-imported everything into another drawing and brought it into Google Earth and it appears to be be aligned correctly.

I have attached the revised drawing file as well as the KML/Google Earth file. Hopefully this will work, but please let me know if there is still an issue and I'll try something else.

Thank you,

C. Evans Cross

Project Engineer Weeks Marine, Inc.

304 Gaille Drive Covington, LA 70433

Mobile: (910)-264-4433

cecross@weeksmarine.com <mailto:idiones@weeksmarine.com>

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From: Ferguson, Ryan CIV USARMY CENAN (USA)

<Ryan.M.Ferguson@usace.army.mil> Sent: Friday, December 13, 2019 8:53 AM

To: Charles E. Cross < CECross@WeeksMarine.Com> Subject: RE: FIMI 3B2 - OBP Crossover Stakeout Surveys

Thanks Evans, appreciate the assistance!

Thank you,

Ryan Ferguson
Project Engineer/COR
Metro East Resident Office, USACE

Office: (917) 790 - 6156 Cell: (347) 556 - 0725

-----Original Message-----

From: Charles E. Cross [mailto:CECross@WeeksMarine.Com]

Sent: Friday, December 13, 2019 8:35 AM

To: Ferguson, Ryan CIV USARMY CENAN (USA)

<Ryan.M.Ferguson@usace.army.mil>

Subject: [Non-DoD Source] Re: FIMI 3B2 - OBP Crossover Stakeout Surveys

Ryan,

I'm not familiar with making shape files, but will try to look into coming up with something for you.

Thank you,

C. Evans Cross

Project Engineer Weeks Marine, Inc.

304 Gaille Drive Covington, LA 70433

Mobile: (910)-264-4433

cecross@weeksmarine.com < mailto:jdjones@weeksmarine.com >

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<BlockedBlockedBlockedhttp://www.weeksmarine.com/>

From: Ferguson, Ryan CIV USARMY CENAN (USA)

<Ryan.M.Ferguson@usace.army.mil> Sent: Friday, December 13, 2019 7:30 AM

To: Charles E. Cross < CECross@WeeksMarine.Com> Subject: RE: FIMI 3B2 - OBP Crossover Stakeout Surveys

Hey Evans,

When our GIS reviewer loaded the CAD data it was in the vicinity but was rotated/scaled incorrectly. If there's additional CAD data that I can forward to the

reviewer or if you can export it as a shapefile that would work too.

Thank you,

Ryan Ferguson
Project Engineer/COR
Metro East Resident Office, USACE

Office: (917) 790 - 6156 Cell: (347) 556 - 0725

----Original Message-----

From: Charles E. Cross [mailto:CECross@WeeksMarine.Com]

Sent: Thursday, December 12, 2019 2:43 PM To: Ferguson, Ryan CIV USARMY CENAN (USA)

<Ryan.M.Ferguson@usace.army.mil>; Matthew T. Henry

<MTHenry@WeeksMarine.Com>; Alberto M. Saavedra

<a href="mailto:<a href="mailto: Perry S. Brown

<PSBrown@WeeksMarine.Com>; Kathryn C. Armstrong

<KCArmstrong@WeeksMarine.Com>; William Jones <WJones@WeeksMarine.Com>;

Dusty L. Price < DLPrice@WeeksMarine.Com>; Kyle Rotterman

<kyle@brownieny.com>

Cc: Bian, Shewen CIV USARMY CENAD (USA) <Shewen.W.Bian@usace.army.mil>;

VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (USA)

<Robert.A.Vohden@usace.army.mil>

Subject: [Non-DoD Source] Re: FIMI 3B2 - OBP Crossover Stakeout Surveys

Ryan,

I imported all of Brownie's stakeout information into a drawing that includes the dune template information. The blue lines represent the toes of the dune, the magenta lines are the crests, and the yellow is the dune center line.

Please let me know if there is any additional information you need.

Thank you,

C. Evans Cross

Project Engineer Weeks Marine, Inc.

304 Gaille Drive Covington, LA 70433

Mobile: (910)-264-4433

cecross@weeksmarine.com <mailto:jdjones@weeksmarine.com>

BlockedBlockedBlockedBlockedwww.weeksmarine.com <BlockedBlockedBlockedBlockedBlockedhttp://www.weeksmarine.com/>

From: Ferguson, Ryan CIV USARMY CENAN (USA)

<Ryan.M.Ferguson@usace.army.mil>

Sent: Thursday, December 12, 2019 8:31 AM

To: Matthew T. Henry <MTHenry@WeeksMarine.Com>; Alberto M. Saavedra

<AMSaavedra@WeeksMarine.Com>; Perry S. Brown

<PSBrown@WeeksMarine.Com>; Kathryn C. Armstrong

<KCArmstrong@WeeksMarine.Com>; Charles E. Cross

<CECross@WeeksMarine.Com>; William Jones <WJones@WeeksMarine.Com>;

Dusty L. Price < DLPrice@WeeksMarine.Com>; Kyle Rotterman

<kyle@brownieny.com>

Cc: Bian, Shewen CIV USARMY CENAD (USA) <Shewen.W.Bian@usace.army.mil>;

VOHDEN, ROBERT A (Rob) CIV USARMY CENAN (USA)

<Robert.A.Vohden@usace.armv.mil>

Subject: FW: FIMI 3B2 - OBP Crossover Stakeout Surveys

CAUTION: EXTERNAL SENDER

Weeks/Brownie Team,

For USACE review please update the pile stakeout drawings to include the dune template. The alignment looks questionable (potentially too far north) based on preliminary USACE GIS review. If the dune alignment can be provided as an overlay it would allow us to clarify that the stakeout alignment does match the dune alignment that Weeks intends to construct to.

Thank you,

Rvan Farmienn

riyanı onguson

Project Engineer/COR

Metro East Resident Office, USACE

Office: (917) 790 - 6156 Cell: (347) 556 - 0725

----Original Message-----

From: Kyle Rotterman [mailto:kyle@brownieny.com]

Sent: Monday, December 9, 2019 2:18 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA)

<Ryan.M.Ferguson@usace.army.mil>

Cc: Matthew T. Henry < MTHenry @ Weeks Marine. Com>

Subject: [Non-DoD Source] FIMI 3B2 - OBP Crossover Stakeout Surveys

Ryan,

Please see attached pedestrian crossover stakeout surveys for Ocean Bay Park. DWG files to follow separately.

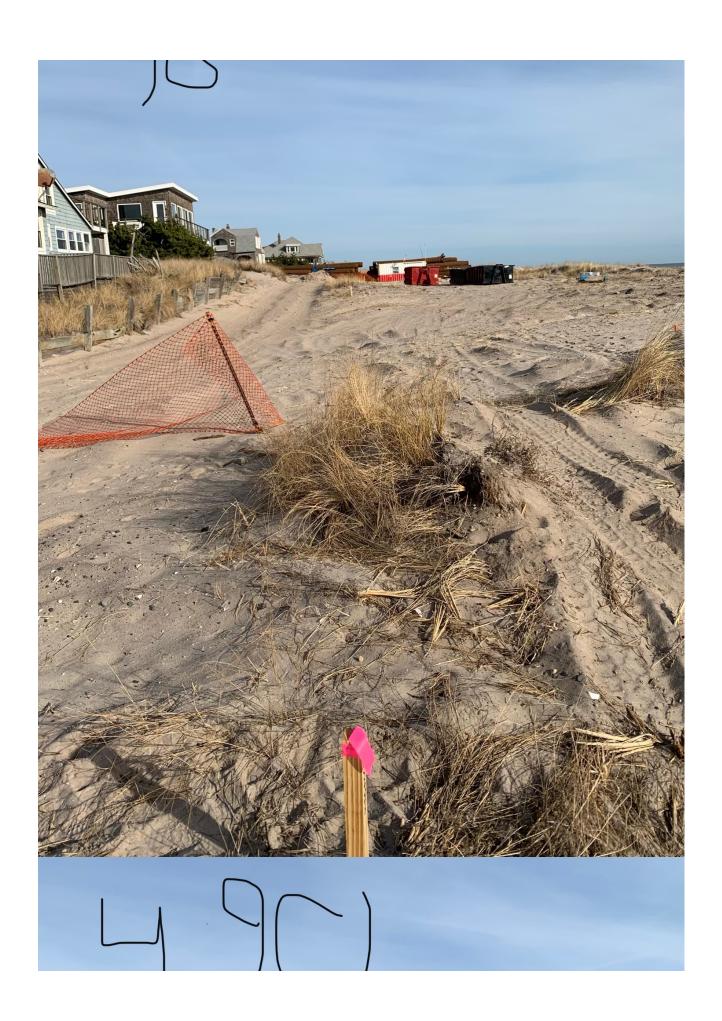
Kyle Rotterman Project Manager

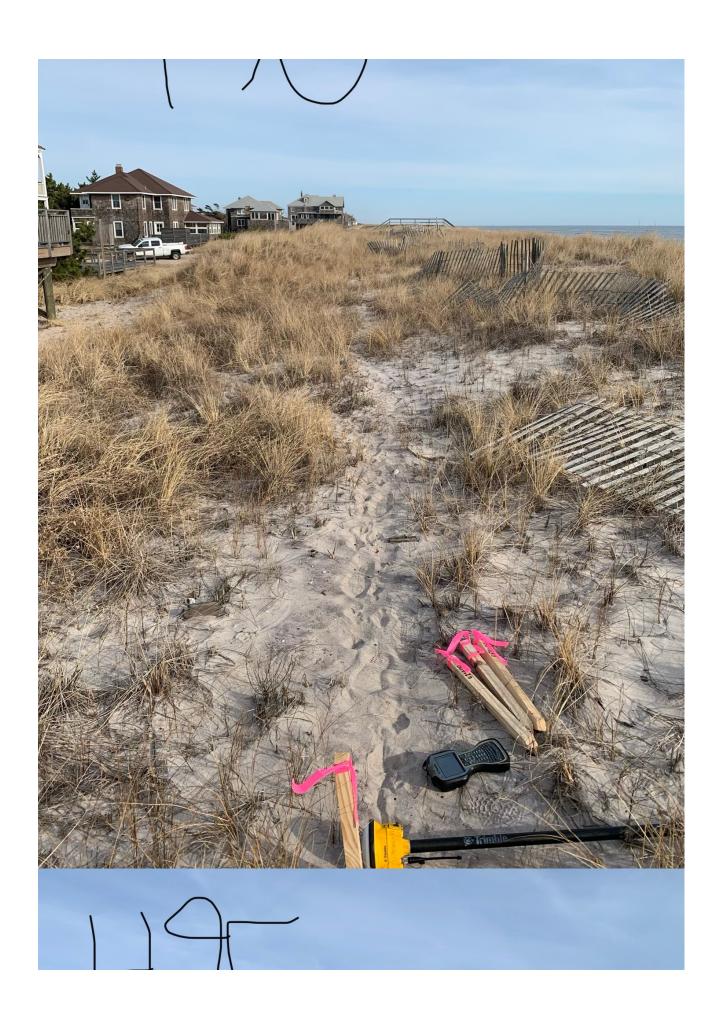
Brownie Companies

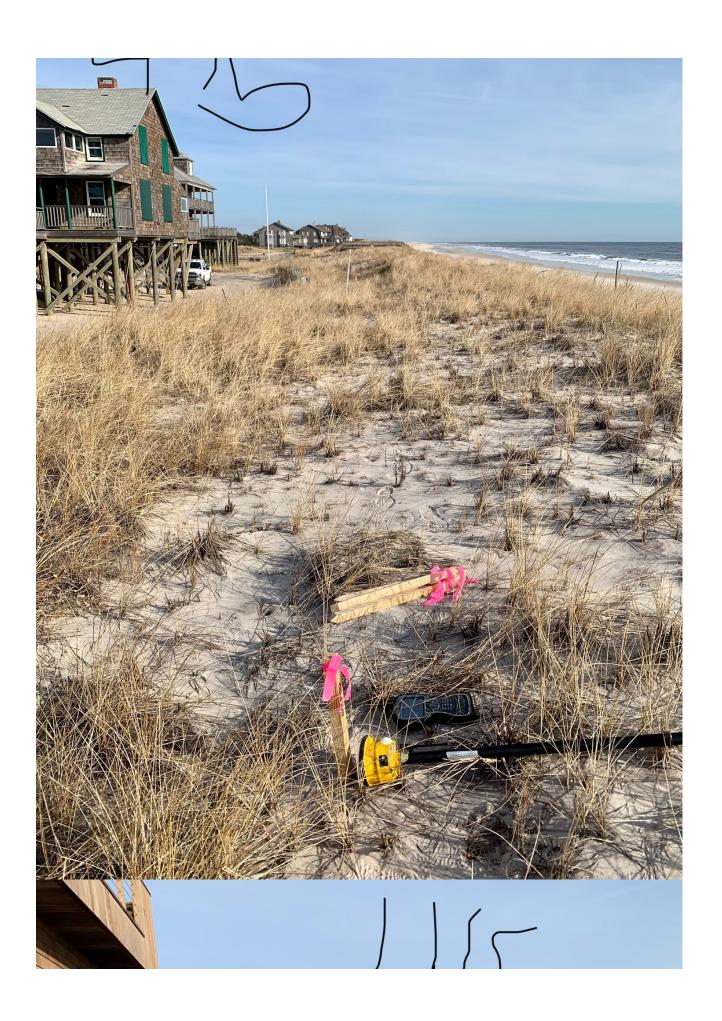
631-506-3239

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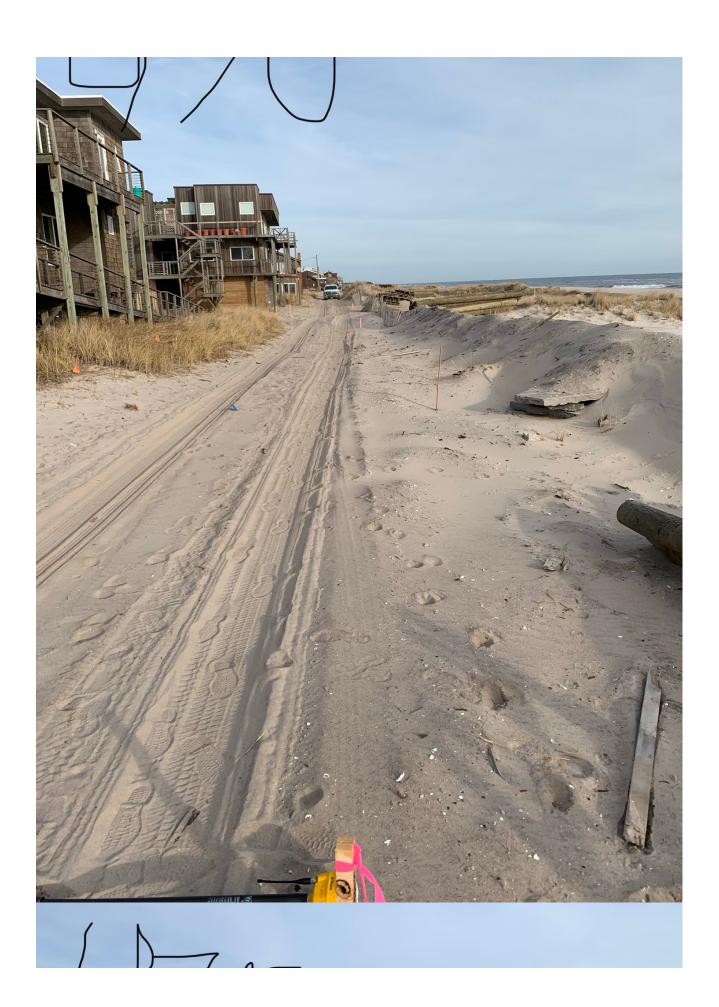


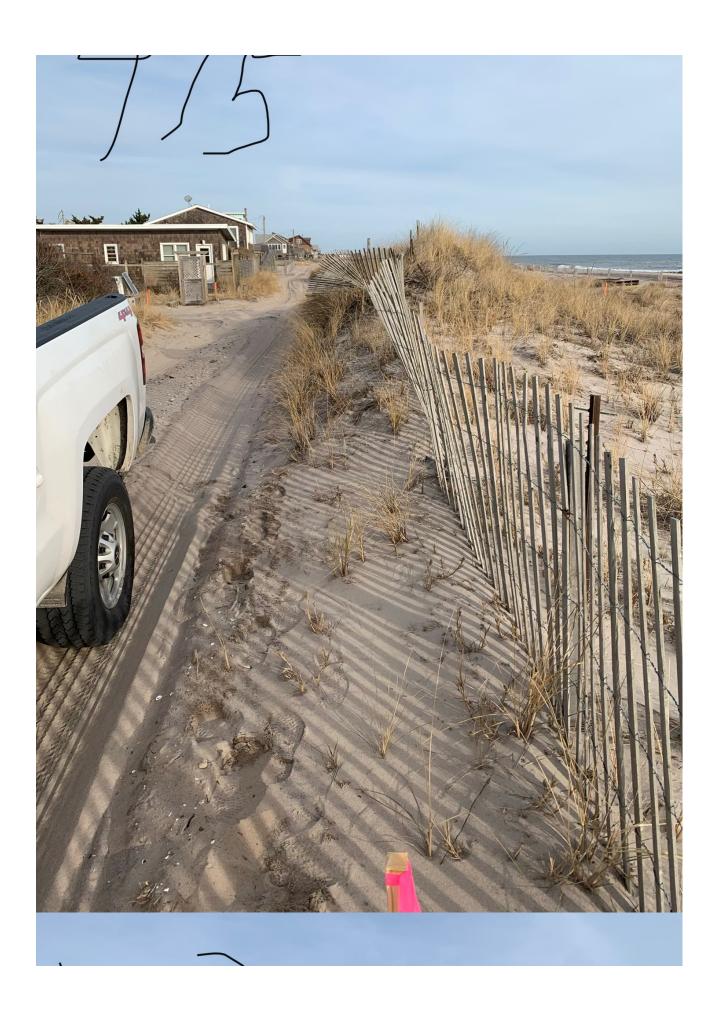














From: Melody Treme MATreme@WeeksMarine.Com @

Subject: [Non-DoD Source] Notice to Proceed - signed - Sandy Hook

Date: January 10, 2020 at 3:07 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil Cc: Oseback, Michael J CIV USARMY CENAN (USA) Michael.J.Oseback@usace.army.mil

МТ

Good Afternoon,

Attached please find the signed Notice to Proceed for Sandy Hook.

Kind Regards, Melody Treme Weeks Marine, Inc.

304 Gaille Drive Covington, LA 70433

Direct (985) 875-2526 matreme@weeksmarine.com

<u>matreme@weeksmarine.com</u> Blockedwww.weeksmarine.com



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

Contracting Division

10-Jan-2020

Subject: Contract No. W912DS-18-C-0012 (initiated under IFB No. W912DS-18-B-0012), Maintenance Dredging of Sandy Hook Channel.

Weeks Marine, Inc. Attn: Stephen Chatry, Senior Vice President 304 Gaille Drive Innwoods Business Park Covington, Louisiana 70433-9125

Dear Mr. Chatry:

You are directed to commence work under the above referenced project within five (5) calendar days of this Notice to Proceed and to complete all work within 55 calendar days as prescribed in Modification P00001 of the contract.

The following items are to be submitted before Commencement of Construction:

 Accident Prevention Program, as required by FAR Clause in 52.236-13 and Section 00 73 00 paragraph 1.48.

The other items below are in accordance with Section 00 73 00 paragraph 1.1

(2) Order of Work.

- (3) Accident Prevention Plan.
- (4) Quality Control Plan
- (5) Letter appointing Superintendent.
- (6) List of subcontractors.
- (7) Environmental Protection Plan.
- (8) Progress Schedule.
- (9) Submittal Register.
- (10) List of proposed products.
- (11) Work Plan.

Please acknowledge receipt of this Notice to Proceed by completing the bottom portion of this original and returning it promptly to Contracting Division, Room 1843, and ATTN: Orlando Nieves.

Sincerely,

EMANUELNICHO Distribution operative LAS. 1298804880 One SUBSTITUTION OF THE PROPERTY OF THE PR

Contracting Officer

Receipt on

1/10/2020

Acknowledged by

Title of Signatory Vice President

From: Melody Treme MATreme@WeeksMarine.Com

Subject: [Non-DoD Source] RE: NTP Sandy Hook

Date: January 10, 2020 at 2:13 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil, Belinda Crawford

BCrawford@WeeksMarine.Com, SJChatry@weeksmarine.com, Joseph M. Mazzarella JMMazzarella@WeeksMarine.Com

Cc: Oseback, Michael J CIV USARMY CENAN (USA) Michael.J.Oseback@usace.army.mil,

Perlas, Gerlyn T CIV USARMY CENAN (USA) Gerlyn.T.Perlas@usace.army.mil, Wrocenski, Edward CIV USARMY CENAN (USA)

Edward Wrocenski@usace.army.mil, Nieves, Orlando CIV USARMY CENAN (USA) Orlando.Nieves@usace.army.mil,

Peterson, Kenneth L CIV USARMY CENAN (USA) Kenneth.L.Peterson@usace.army.mil,

Hintz, Randall G CIV USARMY CENAN (USA) Randall.G.Hintz@usace.army.mil

Thank you.

----Original Message-----

From: Emanuel, Nicholas CIV USARMY CENAN (US) < Nicholas.P.Emanuel@usace.army.mil>

Sent: Friday, January 10, 2020 1:00 PM

To: Belinda Crawford <<u>BCrawford@WeeksMarine.Com</u>>; Steve J. Chatry <<u>SJChatry@WeeksMarine.Com</u>>; Joseph M. Mazzarella <<u>JMMazzarella@WeeksMarine.Com</u>>; Melody Treme <<u>MATreme@WeeksMarine.Com</u>>

Cc: Oseback, Michael J CIV USARMY CENAN (USA) < Michael J CIV USARMY CENAN (USA) < <a href="mailto:wi

CAUTION: EXTERNAL SENDER

Weeks Marine Team,

Please see attached NTP for Sandy Hook, Review, Sign and Return.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District Phone: 917-790-8069

Fax: 212-264-3013

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Subject: NTP Sandy Hook

Date: January 10, 2020 at 2:00 PM

To: Belinda Crawford BCrawford@WeeksMarine.Com, SChatry@WeeksMarine.Com, JMMazzarella@WeeksMarine.Com,

Melody Treme MATreme@WeeksMarine.Com

Cc: Oseback, Michael J CIV USARMY CENAN (USA) Michael J.Oseback@usace.army.mil,

Perlas, Gerlyn T CIV USARMY CENAN (USA) Gerlyn.T.Perlas@usace.army.mil, Wrocenski, Edward CIV USARMY CENAN (USA)

Edward.Wrocenski@usace.army.mil, Nieves, Orlando CIV USARMY CENAN (USA) Orlando.Nieves@usace.army.mil,

Peterson, Kenneth L CIV USARMY CENAN (USA) Kenneth.L.Peterson@usace.army.mil,

Hintz, Randall G CIV USARMY CENAN (USA) Randall.G.Hintz@usace.army.mil

Weeks Marine Team,

Please see attached NTP for Sandy Hook, Review, Sign and Return.

V/R,

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers New York District

Phone: 917-790-8069 Fax: 212-264-3013



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

Contracting Division 10-Jan-2020

Subject: Contract No. W912DS-18-C-0012 (initiated under IFB No. W912DS-18-B-0012), Maintenance Dredging of Sandy Hook Channel.

Weeks Marine, Inc. Attn: Stephen Chatry, Senior Vice President 304 Gaille Drive Innwoods Business Park Covington, Louisiana 70433-9125

Dear Mr. Chatry:

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The following items are to be submitted before Commencement of Construction:

 Accident Prevention Program, as required by FAR Clause in 52.236-13 and Section 00 73 00 paragraph 1.48.

The other items below are in accordance with Section 00 73 00 paragraph 1.1

- (2) Order of Work
- Accident Prevention Plan.
- (4) Quality Control Plan
- (5) Letter appointing Superintendent.
- (6) List of subcontractors.
- Environmental Protection Plan.
- (8) Progress Schedule.
- (9) Submittal Register.
- (10) List of proposed products



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(11)	Work	Plan.	

Please acknowledge receipt of this Notice to Proceed by completing the bottom portion of this original and returning it promptly to Contracting Division, Room 1843, and ATTN: Orlando Nieves.

	Sincerely, EMANUEL NICHO MAINTENANCE CONTROL C
Receipt on	Configuration Officer
Acknowledged bySignature	
Title of Signatory	

From: Matthew T. Henry MTHenry@WeeksMarine.Com
Subject: [Non-DoD Source] WEEKS MARINE INC. FIMI 3B2

Date: February 5, 2020 at 3:17 PM

To: Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil



Ryan,

Attached is the letter we discussed. Please let me know if you have any questions.

Thanks,

Matthew Henry Sr. Project Manager Weeks Marine Inc. Mobile (985) 237-5050

mthenry@weeksmarine.com Blockedwww.weeksmarine.com



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S-0004 FIMI 3B2 Be...ate.pdf



Date: February 05, 2020

Serial Letter: S-0004

U.S. Army Corps of Engineers Metro East Area Office 2545 Hempstead Turnpike East Meadow, NY 11554 Attn: Ryan Ferguson, COR

Reference: Contract - W912DS-19-C-0010 FIMI 3B2 Fire Island Inlet to Montauk Point - Fire Island Stabilization Project Contract 3B2-Ocean Bay Park to Davis Park Suffolk County, NY

Subject: Request of Beachfill Suspension

Mr. Ferguson,

In follow-up to S-0003 and C-0002, Weeks Marine Inc. (WMI) has been awarded a beachfill contract in Florida by the USACE Jacksonville district. WMI plans to utilize the Hopper Dredges RN Weeks and BE Lindholm to complete this work post Westhampton, NY nourishment contract and prior to returning to Fire Island FIMI 3B2 contract. The recommencement date for dredging operations in FIMI 3B2 will remain before April 26th, 2020 allowing WMI to honor its previous commitment to you as detailed in S-0003 and C-0002. A portion of the delay is concurrent with remobilization of support of equipment to FIMI 3B2, which will recommence immediately following WMI's work in Westhampton, NY.

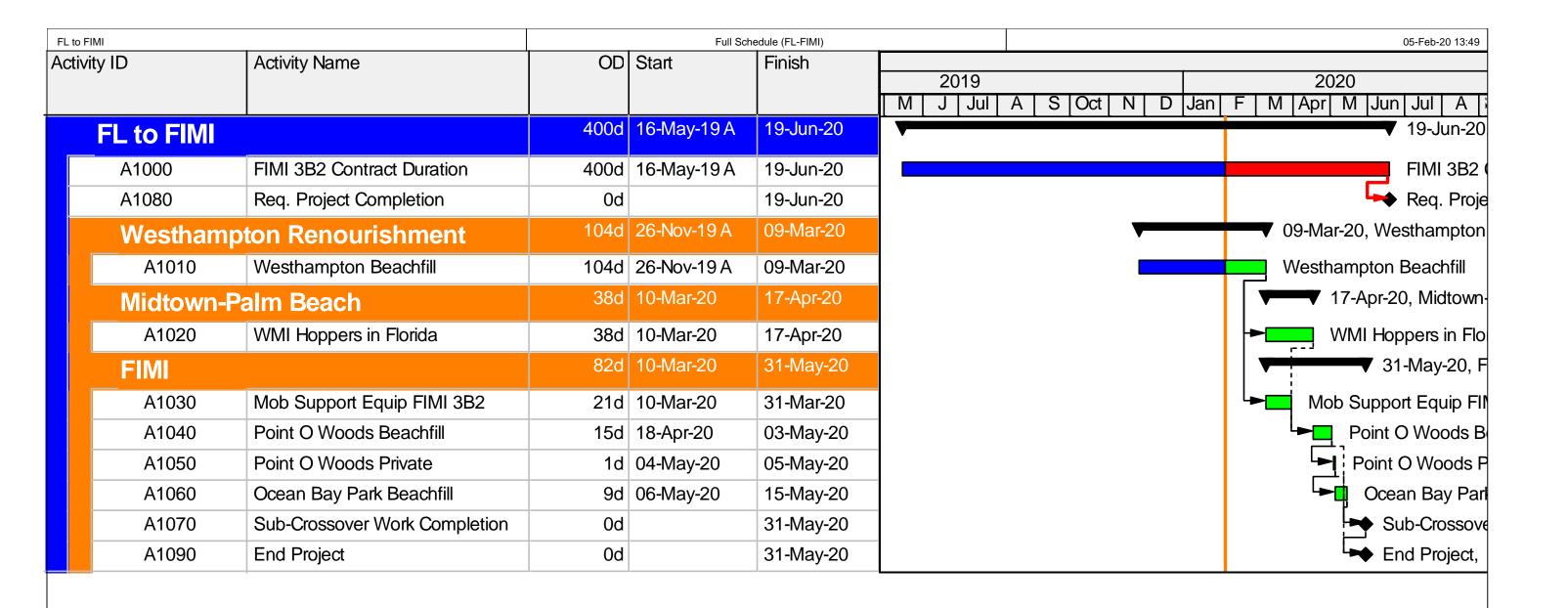
Enclosed is an overview schedule that reflects the above plan. Submission of a detailed monthly schedule update will be provided with pay request as normal.

Sincerely,

Matthew Henry

Sr. Project Manager





From: Matthew T. Henry MTHenry@WeeksMarine.Com Subject: [Non-DoD Source] Requested info on WMI Florida work

Date: February 11, 2020 at 4:06 PM

To: Bian, Shewen CIV USARMY CENAD (USA) Shewen.W.Bian@usace.army.mil, Ferguson, Ryan CIV USARMY CENAN (USA)

Ryan.M.Ferguson@usace.army.mil

Below is a summary of the work in Florida. Kevin requested this last week. Please pass along to him.

Contract - # W912EP19D0037/ WP912EP20F0038 Contract completion date - April 30, 2020 Environmental window - April 30, 2020 Total yardage - 650,000 cy Duration - 28 Days Estimate cubic yards per day - 23,214 cy Sail down time - 4 days Sail back time - 4 days

Sent from my iPhone

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From: Bian, Shewen CIV USARMY CENAD (USA) Shewen.W.Bian@usace.army.mil

Subject: FW: Requested info on WMI Florida work

Date: February 11, 2020 at 4:10 PM

To: Merenda, Kevin J CIV USARMY CENAN (USA) Kevin.J.Merenda@usace.army.mil, Cudd, Derek S CIV USARMY CENAN (USA)

Derek.S.Cudd@usace.army.mil

Cc: Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil

FYI

-----Original Message-----

From: Matthew T. Henry [mailto:MTHenry@WeeksMarine.Com]

Sent: Tuesday, February 11, 2020 4:05 PM

To: Bian, Shewen CIV USARMY CENAD (USA) < Shewen.W.Bian@usace.army.mil>; Ferguson, Ryan CIV USARMY CENAN (USA)

<Ryan.M.Ferguson@usace.army.mil>

Subject: [Non-DoD Source] Requested info on WMI Florida work

Below is a summary of the work in Florida. Kevin requested this last week. Please pass along to him.

Contract - # W912EP19D0037/ WP912EP20F0038 Contract completion date - April 30, 2020 <<u>x-apple-data-detectors://6</u>> Environmental window - April 30, 2020 <<u>x-apple-data-detectors://7</u>> Total yardage - 650,000 cy Duration - 28 Days Estimate cubic yards per day - 23,214 cy Sail down time - 4 days Sail back time - 4 days

Sent from my iPhone

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From: Elias, Vincent F CIV USARMY CENAN (USA) Vincent.F.Elias@usace.army.mil

Subject: RE Dredging and Dredges email Date: February 14, 2020 at 8:48 AM



To: Shea, Jason A CIV USARMY CENAN (USA) Jason.A.Shea@usace.army.mil, Minguillo, Janeen S CIV USARMY CENAN (US) Janeen.S.Minguillo@usace.armv.mil

Cc: Ferguson, Ryan CIV USARMY ČENAN (USA) Ryan.M.Ferguson@usace.army.mil, Wells, Kenneth CIV CENAN CENAD (USA) Kenneth.Wells@usace.army.mil, Ciorra, Anthony CIV USARMY CENAN (USA) Anthony.Ciorra@usace.army.mil, Merenda, Kevin J CIV USARMY CENAN (USA) Kevin.J.Merenda@usace.army.mil, Cudd, Derek S CIV USARMY CENAN (USA) Derek.S.Cudd@usace.army.mil, Jalowski, Paul S CIV USARMY CENAN (USA) Paul.S.Jalowski@usace.army.mil, Ashton, Karen CIV USARMY CENAN (USA) Karen.Ashton@usace.army.mil, Ludwig, Matthew A CIV USARMY CENAN (USA) Matthew.A.Ludwig@usace.army.mil

Appreciate keeping us in the loop.

Is it possible to change the subject of email messages to match the body of the message? when specifically referring to dredges and dredge movement, delegation, meeting, etc.

It is very confusing when the subject line continues to read "USACE Joint Press Release."

-----Original Message-----

From: Shea, Jason A CIV USARMY CENAN (USA)

Sent: Thursday, February 13, 2020 6:52 PM

To: Asbery, Thomas D COL USARMY CENAN (USA) <Thomas.D.Asbery@usace.army.mil>; Minguillo, Janeen S CIV USARMY CENAN (US) <Janean.S.Minguillo@usace.army.mil>

Cc: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>; Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil>; Wells, Kenneth CIV CENAN CENAD (USA) <Kenneth.Wells@usace.army.mil>; Ciorra, Anthony CIV USARMY CENAN (USA) <Anthony.Ciorra@usace.army.mil>; DLL-CENAN-PA <DLL-CENAN-PA@usace.army.mil>; DLL-CENAN-EX-EXEC-STAFF <DLL-CENAN-EX-EXEC-STAFF@usace.army.mil>; Merenda, Kevin J CIV USARMY CENAN (USA) <Kevin.J.Merenda@usace.army.mil>; Cudd, Derek S CIV USARMY CENAN (USA) <Derek.S.Cudd@usace.army.mil>; Jalowski, Paul S CIV USARMY CENAN (USA) <Paul.S.Jalowski@usace.army.mil>; Ashton, Karen CIV USARMY CENAN (USA) <Karen.Ashton@usace.army.mil>; Ludwig, Matthew A CIV USARMY CENAN (USA) <Matthew.A.Ludwig@usace.army.mil> Subject: Re: USACE Joint Press Release (UNCLASSIFIED)

Sir.

The State and local partners are aware and understand. No issues raised by them during yesterday's progress meeting. Two calls were placed to Rep. Pallone's office this week and an email yesterday. No response to date. With the options being awarded soon and a March 2021 completion date, I don't anticipate a negative reaction to the news.

v/r, Jason

Jason Shea Project Manager US Army Corps of Engineers office: 917 790 8727 cell: 917 273 7286

----- Original message ------

From: "Asbery, Thomas D COL USARMY CENAN (USA)" <Thomas.D.Asbery@usace.army.mil>

Date: 2/13/20 6:06 PM (GMT-05:00)

To: "Minguillo, Janeen S CIV USARMY CENAN (US)" < Janeen.S.Minguillo@usace.army.mil>

Cc: "Ferguson, Ryan CIV USARMY CENAN (USA)" <Ryan.M.Ferguson@usace.army.mil>, "Seebode, Joseph J CIV CENAN CENAD (USA)" <Joseph.J.Seebode@usace.army.mil>, "Wells, Kenneth CIV CENAN CENAD (USA)" <Kenneth.Wells@usace.army.mil>, "Ciorra, Anthony CIV USARMY CENAN (USA)" <Anthony.Ciorra@usace.army.mil>, "Shea, Jason A CIV USARMY CENAN (USA)" <Jason.A.Shea@usace.army.mil>, DLL-CENAN-PA <DLL-CENAN-PA@usace.army.mil>, DLL-CENAN-EX-EXEC-STAFF <DLL-CENAN-EX-EXEC-STAFF@usace.army.mil>, "Merenda, Kevin J CIV USARMY CENAN (USA)" <Kevin.J.Merenda@usace.army.mil>, "Cudd, Derek S CIV USARMY CENAN (USA)" <Derek.S.Cudd@usace.army.mil>, "Shea, Jason A CIV USARMY CENAN (USA)" <Jason.A.Shea@usace.army.mil>, "Wells, Kenneth CIV CENAN CENAD (USA)" <Kenneth.Wells@usace.army.mil>, "Jalowski, Paul S CIV USARMY CENAN (USA)" <Paul.S.Jalowski@usace.army.mil>, "Ashton, Karen CIV USARMY CENAN (USA)" <Karen.Ashton@usace.army.mil>, "Ludwig, Matthew A CIV USARMY CENAN (USA)" <Matthew.A.Ludwig@usace.army.mil> Subject: RE: USACE Joint Press Release (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Janeen,

I didn't know that your meeting was going to occur.

I wanted to be the one delivering the bad news and was pushing for the strategic communication plan before you had this premature communication. Outcome would have been the same but I would have delivered the message since I was the one out there just two weeks ago telling the community and local leaders we would be back to complete the two locations in March.

I need to follow-up with a final message to all the leaders that I had been sending the message to that this was going to occur.

For the NJ Team. Have we communicated that the dredges are leaving as well? Does the delegation know?

v/r

COL Tom Asbery Cell: (917) 618-1576

----Original Message----

From: Minguillo, Janeen S CIV USARMY CENAN (US)

Sent: Thursday, February 13, 2020 5:01 PM

To: Asbery, Thomas D COL USARMY CENAN (USA) <Thomas.D.Asbery@usace.army.mil>

Cc: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>; Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil>; Wells, Kenneth CIV CENAN CENAD (USA) <Kenneth.Wells@usace.army.mil>; Ciorra, Anthony CIV USARMY CENAN (USA) < Anthony Ciorra@usace.army.mil>; Shea, Jason A CIV USARMY CENAN (USA) <Jason.A.Shea@usace.army.mil>; DLL-CENAN-PA <DLL-CENAN-PA@usace.army.mil>; DLL-CENAN-EX-EXEC-STAFF <DLL-CENAN-PA@usace.army.mil>; DLL-CENAN-EX-EXEC-STAFF <DLL-CENAN-PA@usace.army.mil>; DLL-CENAN-EX-EXEC-STAFF <DLL-CENAN-PA@usace.army.mil>; DLL-CENAN-PA@usace.army.mil>; DLL CENAN-EX-EXEC-STAFF@usace.army.mil>: Merenda, Kevin J CIV USARMY CENAN (USA) <Kevin.J.Merenda@usace.army.mil>: Cudd, Derek S CIV USARMY CENAN (USA) <Derek.S.Cudd@usace.army.mil>; Wells, Kenneth CIV CENAN CENAD (USA) <Kenneth.Wells@usace.army.mil>

Subject: RE: USACE Joint Press Release (UNCLASSIFIED)

Sir,

Minutes are usually published a couple of days later.

The messaging was carefully discussed with Ryan and myself before the call. We kept in following with the draft Press release we had been tracking.

We focused on the fact that this is emergency work and the contractor will return to complete on schedule which had been given careful consideration.

A quick and unfounded assertion was made by one of the associate members that the Florida project is near where the President is moving. Locals indicated that no future schedule could be trusted and most were very disappointed.

It was a long meeting with a lot of venting. The team assured them of the timing and our ongoing efforts to remain transparent.

A follow up meeting was requested by Ocean Bay Park and Point of Woods representatives. Ryan is sending out the meeting request for Tuesday at 12pm, as we are unable to accommodate one tomorrow.

Respectfully,

Janeen

Janeen S. Minguillo Project Manager U.S. Army Corps of Engineers

Office: 917-790-8104/Cell: 646-659-9747

----Original Message-----

From: Asbery, Thomas D COL USARMY CENAN (USA)

Sent: Thursday, February 13, 2020 4:39 PM

To: Minguillo, Janeen S CIV USARMY CENAN (US) < Janeen.S.Minguillo@usace.army.mil>

Cc: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>; Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph. J. Seebode@usace.army.mil>; Wells, Kenneth CIV CENAN CENAD (USA) <Kenneth.Wells@usace.army.mil>; Ciorra, Anthony CIV USARMY CENAN (USA) <Anthony.Ciorra@usace.army.mil>; Shea, Jason A CIV USARMY CENAN (USA) <Jason.A.Shea@usace.army.mil>; DLL-CENAN-PA <DLL-CENAN-PA@usace.army.mil>; DLL-CENAN-EX-EXEC-STAFF <DLL-</pre>

CENAN-EX-EXEC-STAFF@usace.army.mil>

Subject: RE: USACE Joint Press Release (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Janeen.

I don't see in the minutes of the meeting the discussion of the when the dredges will return.

How was that messaged?

v/r

COL Tom Asbery Cell: (917) 618-1576

----Original Message----

From: Minguillo, Janeen S CIV USARMY CENAN (US)

Sent: Thursday, February 13, 2020 2:53 PM

To: Asbery, Thomas D COL USARMY CENAN (USA) <Thomas.D.Asbery@usace.army.mil>

Cc: Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>; Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil>; Wells, Kenneth CIV CENAN CENAD (USA) <Kenneth.Wells@usace.army.mil>; Ciorra,

Anthony CIV USARMY CENAN (USA) <Anthony.Ciorra@usace.army.mil>; Shea, Jason A CIV USARMY CENAN (USA)

<Jason.A.Shea@usace.army.mil>; DLL-CENAN-PA <DLL-CENAN-PA@usace.army.mil>; DLL-CENAN-EX-EXEC-STAFF <DLL-</pre>

CENAN-EX-EXEC-STAFF@usace.army.mil>

Subject: FW: USACE Joint Press Release (UNCLASSIFIED)

Sir,

Attendees included:

DEC - May O'Malley

NPS - Katie Jackson

Suffolk County - Jacqueline Caputi, Bob Whelan, Dan Falasco Brookhaven - Anthony Powell FIA - Suzy Goldhirsch, John Lund Congressman Zelden - Mark Wooley Senator Schumer - Leann Sinpatanasakul

Complete list of attendees and agenda attached separately.

Respectfully,

Janeen S. Minguillo Project Manager

U.S. Army Corps of Engineers

Office: 917-790-8104/Cell: 646-659-9747

-----Original Message-----

From: Asbery, Thomas D COL USARMY CENAN (USA)

Sent: Thursday, February 13, 2020 2:02 PM

To: Minguillo, Janeen S CIV USARMY CENAN (US) < Janeen.S.Minguillo@usace.army.mil>; Seebode, Joseph J CIV CENAN CENAD (USA) < Joseph.J.Seebode@usace.army.mil>; Wells, Kenneth CIV CENAN CENAD (USA) < Kenneth.Wells@usace.army.mil> Cc: Ciorra, Anthony CIV USARMY CENAN (USA) < Anthony.Ciorra@usace.army.mil>; Shea, Jason A CIV USARMY CENAN (USA) < Jason.A.Shea@usace.army.mil>; DLL-CENAN-PA < DLL-CENAN-PA@usace.army.mil>; DLL-CENAN-EX-EXEC-STAFF < DLL-CENAN-EX-EXEC-STAFF@usace.army.mil>

Subject: RE: USACE Joint Press Release (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Janeen.

I was trying to control the message with the public. What did you specifically tell them? Who was on the call? Members of Congress's Staff, FI Association?

Once I received all facts from both jobs I wanted to tell the local leaders ahead of the news.

Please advise.

v/r

COL Tom Asbery Cell: (917) 618-1576

-----Original Message-----

From: Minguillo, Janeen S CIV USARMY CENAN (US)

Sent: Thursday, February 13, 2020 12:48 PM

To: Seebode, Joseph J CIV CENAN CENAD (USA) < Joseph.J.Seebode@usace.army.mil>; Wells, Kenneth CIV CENAN CENAD

(USA) <Kenneth.Wells@usace.army.mil>; Asbery, Thomas D COL USARMY CENAN (USA) <Thomas.D.Asbery@usace.army.mil> Cc: Ciorra, Anthony CIV USARMY CENAN (USA) <Anthony.Ciorra@usace.army.mil>; Shea, Jason A CIV USARMY CENAN (USA) <Jason.A.Shea@usace.army.mil>; DLL-CENAN-PA <DLL-CENAN-PA@usace.army.mil>; DLL-CENAN-EX-EXEC-STAFF <DLL-CENAN-EX-EXEC-STAFF@usace.army.mil>

Subject: RE: USACE Joint Press Release

Please be advised.

The FIMI progress call with the communities didn't go well. They are all very disappointed, as we expected.

Respectfully,

Janeen

Janeen S. Minguillo
Project Manager
U.S. Army Corps of Engineers

Office: 917-790-8104/Cell: 646-659-9747

----Original Message----

From: Seebode, Joseph J CIV CENAN CENAD (USA)

Sent: Thursday, February 13, 2020 12:08 PM

To: Wells, Kenneth CIV CENAN CENAD (USA) < Kenneth. Wells@usace.army.mil>; Asbery, Thomas D COL USARMY CENAN (USA)

<Thomas.D.Asbery@usace.army.mil>

Cc: Ciorra, Anthony CIV USARMY CENAN (USA) <Anthony.Ciorra@usace.army.mil>; Minguillo, Janeen S CIV USARMY CENAN (US) <Janeen.S.Minguillo@usace.army.mil>; Shea, Jason A CIV USARMY CENAN (USA) <Jason.A.Shea@usace.army.mil>; DLL-CENAN-PA <DLL-CENAN-PA@usace.army.mil>; DLL-CENAN-EX-EXEC-STAFF <DLL-CENAN-EX-EXEC-STAFF@usace.army.mil> Subject: RE: USACE Joint Press Release

Ken-please read again carefully...there are some typos and words out of place.

Overall I am ok with the content but I think we should move earlier into the release info on the emergency in Palm Beach and why it is so important that the dredges renourish there before FI. We are also doing emergency work (after Sandy) but putting some context in on the prioritization may reduce some inquiries on "why them not us".

Thanks

Joe

Sent with BlackBerry Work (www.blackberry.com http://www.blackberry.com)

From: Wells, Kenneth CIV CENAN CENAD (USA) < Kenneth. Wells@usace.army.mil < mailto: Kenneth. Wells@usace.army.mil > >

Date: Thursday, Feb 13, 2020, 9:43 AM

To: Asbery, Thomas D COL USARMY CENAN (USA) < Thomas.D. Asbery@usace.army.mil

<mailto:Thomas.D.Asbery@usace.army.mil>>

Cc: Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil

<mailto:Joseph.J.Seebode@usace.army.mil> >, Ciorra, Anthony CIV USARMY CENAN (USA) <Anthony.Ciorra@usace.army.mil
<mailto:Anthony.Ciorra@usace.army.mil> >, Minguillo, Janeen S CIV USARMY CENAN (US) <Janeen.S.Minguillo@usace.army.mil
<mailto:Janeen.S.Minguillo@usace.army.mil> >, Shea, Jason A CIV USARMY CENAN (USA) <Jason.A.Shea@usace.army.mil
<mailto:Jason.A.Shea@usace.army.mil> >, DLL-CENAN-PA <DLL-CENAN-PA@usace.army.mil <mailto:DLL-CENAN-PA@usace.army.mil</pre>
PA@usace.army.mil> >, DLL-CENAN-EX-EXEC-STAFF <DLL-CENAN-EX-EXEC-STAFF@usace.army.mil <mailto:DLL-CENAN-EX-EXEC-STAFF@usace.army.mil</pre>

PA@usace.army.mil>>, DLL-CENAN-EX-EXEC-STAFF < DLL-CENAN-EX-EXEC-STAFF@usace.army.mil < mailto:DLL-CENAN-EX-EXEC-STAFF@usace.army.mil>>

Subject: USACE Joint Press Release

Sir,

Attached for your review is the draft joint press release for the upcoming deployment of Weeks Marine dredges to Florida for emergency dredging operations. Please review and advise of any additions, changes, etc. You also need to approve your quote. Once you've signed off we'll coordinate with Jacksonville District for their information, commander's quote, and set a release date. Let me know if you have questions. Thanks.

Ken Wells Chief, Public Affairs U.S. Army Corps of Engineers, New York District P: 917-790-8109 C: 917-418-5359

Kenneth.wells@usace.army.mil

CLASSIFICATION: UNCLASSIFIED CLASSIFICATION: UNCLASSIFIED CLASSIFICATION: UNCLASSIFIED

From: Seebode, Joseph J CIV CENAN CENAD (USA) Joseph.J.Seebode@usace.army.mil @

Subject: FW: Week of 21 Feb 20-Hopper Dredge Status Report (UNCLASSIFIED)

Date: February 24, 2020 at 11:14 AM

To: Ousley, Jase D CIV USARMY CEHQ (USA) Jase.D.Ousley@usace.army.mil



Jase--could you please add me to your distribution list for the hopper dredge report. I use it regularly but would like to be able to receive it as it is distributed.

Thanks

Joe

Joseph J. Seebode
Deputy District Engineer & Chief of Programs
New York District Corps of Engineers
Jacob Javits Federal Building
New York, NY 10278-0090
(Office) - 917-790-8209
(cell) - 917-715-7302

NY District on Facebook: http://www.facebook.com/pages/New-York-NY/New-York-District-US-Army-Corps-of-Engineers/91087931646

NY District's Blog: http://armycorpsnewyorkdistrict.armylive.dodlive.mil/

NY District on Flickr: http://www.flickr.com/photos/newyorkdistrict-usace/

NY District on YouTube: http://www.youtube.com/user/USACENewYorkDistrict

-----Original Message-----

From: Nieves, George CIV USARMY CENAD (USA) Sent: Monday, February 24, 2020 11:10 AM

To: Seebode, Joseph J CIV CENAN CENAD (USA) < Joseph.J. Seebode@usace.army.mil>

Subject: FW: Week of 21 Feb 20-Hopper Dredge Status Report (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Joe,

FYSA

George George Nieves

Chief of Operations & Regulatory Division North Atlantic Division Fort Hamilton, Brooklyn, NY

Email: george.nieves@usace.army.mil

Office: 347-370-4556 Cell: 718-687-0156

Army Strong - Building Strong!

-----Original Message-----

From: Ousley, Jase D CIV USARMY CEHQ (USA)

Sent: Friday, February 21, 2020 6:22 PM

To: DLL-ICHDMG < DLL-ICHDMG@usace.army.mil>
Subject: Week of 21 Feb 20-Hopper Dredge Status Report

ΑII,

Attached is the hopper dredge status report for the week of 21 Feb 2020.

Let me know if you have any questions or additional input.

Have a great weekend,

Jase Ousley Dredging Program Manager HQUSACE 441 G Street NW Washington DC 20314

CLASSIFICATION: UNCLASSIFIED

CECW-CD Status Report Week of Corps / Industry Hopper Dredges 2/21/2020

Dredge	Hopper Vol (CY)	Owner	Project	Estimated Start	Estimated Completion
McFARLAND	3140	Corps	Annual Maintenance	15-Apr-19	12-Mar-20
		_			
VHEELER	8256	Corps	Annual Maintenance	01-Sep-19	01-Mar-20
SSAYONS	6000	Corps	Annual Maintenance	16-Nov-19	31-Mar-20
201010	0000	COLPS	PARTITION OF THE RESTANCE	10-1904-15	31-Wiai-20
AQUINA	1020	Corps	Annual Maintenance	16-Nov-19	31-Mar-20
TCHAFALAYA	1300	Cashman	Idle	17-Jan-20	29-Feb-20
OLUMBIA	4350	Dutra Group	Mabile, AL	21-May-19	08-Mar-20
OLUMBIA	4330	Date Group	Pensacola, FL	09-Mar-20	09-Apr-20
TUYVESANT	9870	Dutra Group	Brevard County SPP	05-Feb-20	06-May-20
ODGE ISLAND	3 600	GLD&D	Private	21-Feb-20	26-Mar-20
			Repairs SE Regional	27-Mar-20	30-Jun-20
			York Spit, VA	01-Jul-20 01-Aug-20	31-Jul-20 31-Aug-20
			and the second	22 Mg 10	32 Mg 23
ADRE ISLAND	3 600	GLD&D	Private	21-Feb-20	31-May-20
			SE Regional	01-Jun-20	31-Jul-20
			Repairs	01-Aug-20	31-Oct-20
IBERTY ISLAND	6540	GLD&D	Debata	01-Feb-20	21.84 30
IBERTY ISLAND	6540	GLD&D	Private Sandbridge, VA	01-Peb-20 01-Apr-20	31-Mar-20 15-Jun-20
			Great Egg, NJ	16-Jun-20	10-Aug-20
			Orear egg, 197	20-707-20	10-7426-1-0
ERRAPIN ISLAND	6400	GLD&D	Kings Bay, GA	12-Feb-20	29-Feb-20
			Charleston, SC	01-Mar-20	31-Mar-20
			SE Regional	01-Apr-20	30-Apr-20
			Yark Spit, VA	01-May-20	31-Aug-20
LLISTSLAND	15000	GLD&D	Charleston, SC	20-Dec-19	15-Mar-20
LLISTSLAND	15000	GLD&D	Private	16-Mar-20	30-Apr-20
			Repairs	21-May-20	15-Jul-20
			MSCIP 3 & 4, MS	16-Jul-20	31-Oct-20
AYPORT	4855	Manson	Repairs	27-Jan-20	30-Mar-20
			Southwest Pass #13	31-Mar-20	15-Oct-20
EWPORT	4000	******	Colf Basin and	28-Jan-20	15-Nov-20
IEWPORI	4000	Manson	Gulf Regional	28-13(1-20	15-140V-20
VESTPORT	1800	Manson	Anchorage, AK	01-Apr-19	01-Nov-19
LENN EDWARDS	13500	Manson	Houston Ship Channel, TX	25-Nov-19	27-Feb-20
			Calcasieu, LA	28-Feb-20	10-Apr-20
			Houston Ship Channel, TX	12-Apr-20	30-Jun-20
.E. LINDHOLM	4000	Weeks	West Hamston M	94.4140	1311
.E. LINDH ULW	4000	W CORS	West Hampton, NY N. Boca, FL	21-Nov-19 13-Mar-20	12-Mar-20 17-Apr-20
			Fire Island	18-Apr-20	20-May-20
			Thimble Shoal	21-May-20	19-Jul-20
			Repairs	20-Jul-20	31-Oct-20
R.N. WEEKS	4 000	Weeks	West Hampton, NY	21-Nov-19	12-Mar-20
			N. Boca, FL	13-Mar-20	17-Apr-20
			Fire Island	18-Apr-20	20-May-20
			Repairs Thimble Shoal	21-May-20 20-Jul-20	19-Jul-20 31-Dec-20
			111111111111111111111111111111111111111	2010-20	31-060-20
/ AG DALEN	8500	Weeks	Seabright	09-Dec-19	05-Mar-20
			Palm Beach, FL	06-Mar-20	26-Apr-20
			Seabright	27-Apr-20	30-May-20
			Thimble Shoal	31-May-20	25-Sep-20

From: Ciorra, Anthony CIV USARMY CENAN (USA) Anthony.Ciorra@usace.army.mil @

Subject: SEN Schumer Letter to the Chief **Date:** February 24, 2020 at 5:34 PM

To: Asbery, Thomas D COL USARMY CENAN (USA) Thomas.D.Asbery@usace.army.mil, Seebode, Joseph J CIV CENAN CENAD (USA) Joseph.J.Seebode@usace.army.mil,

Tumminello, Paul CIV USARMY CENAN (USA) Paul.Tumminello@usace.army.mil, Wells, Kenneth CIV CENAN CENAD (USA) Kenneth.Wells@usace.army.mil, Minquillo, Janeen S CIV USARMY CENAN (USA) Janeen.S.Minquillo@usace.army.mil

Attached is the letter SEN Schumer sent to the Chief expressing his concerns about the movement of the Weeks Marine dredges to Florida next month before they return to complete FIMI Contract 3B2.

Anthony

Sent with BlackBerry Work (www.blackberry.com)

From: Armwood, Garrett (Schumer) < Garrett_Armwood@schumer.senate.gov

Date: Monday, Feb 24, 2020, 4:42 PM

To: Ciorra, Anthony CIV USARMY CENAN (USA) < <u>Anthony.Ciorra@usace.army.mil</u>> **Subject:** [Non-DoD Source] Re: CORRECTION Not Fire Island regarding NEW YORK

POST media inquiry (UNCLASSIFIED)

Attached

CHARLES E. SCHUMER

DEMOCRATIC LEADER

United States Senate

WASHINGTON, DC 20510

February 23, 2020

Lieutenant General Todd T. Semonite Commanding General U.S. Army Corps of Engineers 441 G Street N.W. Washington, DC 20314-1000

Dear Lt. General Semonite:

I write to request that you commit to promptly returning the Weeks Marine dredges that have been redirected from Fire Island to a project near Mar-a-Lago in West Palm Beach, Florida. I also write to discern how this decision was made and by whom. I also strongly urge that your agency commit to meeting the original June deadline.

Weeks Marine is currently under contract with the United States Army Corps of Engineers (USACE) to perform emergency coastal restoration work as part of the Fire Island to Moriches Inlet (FIMI) Stabilization Project. As you are aware, FIMI was designed and implemented to provide coastal storm risk management in response to the damage wrought by Superstorm Sandy. The south shore of Long Island and the communities on Fire Island still deal with the daily threat that the occurrence of another extreme weather event similar to the scale of Sandy could bring catastrophic levels of devastation. That is why the timely completion of coastal resiliency projects like FIMI is imperative and the sudden relocation of these dredges deserves scrutiny.

The Weeks Marine dredges tasked with protecting Fire Island were recently re-directed to Palm Beach County, Florida for a sand placement project at "Midtown" Municipal Beach, a project which USACE Jacksonville District has characterized as a "non-emergency" situation, according to recent media reports. In response to that categorization, it is important for my office to better understand the justification used by USACE for redirecting dredges away from emergency coastal stabilization work to projects that are not deemed emergencies.

Again, I request that you commit to promptly returning the Weeks Marine dredges that were redirected from an emergency coastal resiliency project on Fire Island to a lesser priority project near Mar-a-Lago in West Palm Beach with enough time to finish this vital work before the scheduled June completion date. On behalf of the impacted communities, which are duly concerned, I would like a specific timeline for the commencement and completion of this vital dredging and sand-placement operation.

Thank you for your consideration of this request. Should you have any additional questions, please do not

Sincerely,

Charles E. Schumer United States Senator

Removed htm or html attachment:ATT00001.htm

hesitate to contact me or Leeann Sinpatanasakul.

From: Wells, Kenneth CIV CENAN CENAD (USA) Kenneth. Wells@usace.army.mil

Subject: Additional Dredge Relocation Story Date: February 25, 2020 at 7:28 AM

To: Asbery, Thomas D COL USARMY CENAN (USA) Thomas.D.Asbery@usace.army.mil Cc: Seebode, Joseph J CIV CENAN CENAD (USA) Joseph.J.Seebode@usace.army.mil, Ludwig, Matthew A CIV USARMY CENAN (USA) Matthew.A.Ludwig@usace.army.mil,

Ciorra, Anthony CIV USARMY CENAN (USA) Anthony Ciorra@usace.army.mil, Minguillo, Janeen S CIV USARMY CENAN (USA)

Janeen.S.Minguillo@usace.army.mil, DLL-CENAN-PA DLL-CENAN-PA@usace.army.mil

Sir,

Fysa, below is the latest story concerning the dredges moving to Florida. Tone is trending more toward neutral with less hyperbole and more fact-based reporting. We're tracking one other outstanding query on this issue from the East Hampton Press. It's expected to run today or tomorrow. We've had no additional calls from Newsday or the NY Post for follow up, nor have there been any requests from local media for on-camera interviews. If either situation changes I'll let you know. Please let me know if you have questions. Thanks.

Fire Island Dune Rebuilding Crew Diverted To Fix Beach Near Mar-A-Lago

Contractors fixing storm damage on Fire Island beaches are being diverted to Florida so they can instead work on a beach near President Donald Trump's country club, stirring a wave of controversy.

U.S. Sen. Charles Schumer (D-NY) sent a letter to the U.S. Army Corps of Engineers (ACE) questioning the decision to divert crews slated to rebuild dunes flattened by Superstorm Sandy in 2012. Two dredge ships finishing beach repairs along Dune Road in Westhampton Beach were slated to work on FI next, but instead are being sent to repair a beach just north of Mar-A-Lago, the president's so-called Southern White House in ritzy Palm Beach.

"The South Shore of Long Island and the communities on Fire Island still deal with the daily threat that the occurrence of another extreme weather event similar to the scale of Sandy could bring catastrophic levels of devastation," Schumer wrote Sunday in a letter to Lt. Gen. Todd Semonite, commander general of ACE. "That is why the timely completion of coastal resiliency projects like [the Fire Island Inlet to Moriches Inlet project] is imperative and the sudden re-location of these dredges deserves scrutiny."

The local work is part of the \$281 million federally funded FIMI project that has been rebuilding dunes and berms along the oceanfront on the 32-mile barrier island that protects mainland LI from the Atlantic.

Weeks Marine, the dredge company pumping sand from offshore onto FI, was slated to complete work on beaches in front of Ocean Bay Park and Point 'O Woods, two communities in the middle of the island, when the ships were called to Florida.

"The FIMI project was designed to bring much-needed sand to Fire Island after Hurricane Sandy," a Point O' Woods representative told the Press. "We are anxious to see the project completed and continue to work with the Army Corps and Weeks Marine in good faith toward successful completion by the June 19th deadline."

A spokesman for ACE declined to respond to Schumer's letter, but said the diversion won't cause delays on FI. Barring equipment or weather issues, the two dredge hoppers are scheduled to finish in the Hamptons by early March, sail to Florida for a month, and be back in New York by April with enough time to finish the work on FI before beach season. ACE termed the work in its Jacksonville District as emergency beach renourishment, although Schumer disputed that.

"The work in Jacksonville District is expected to have no impact on that schedule," ACE spokesman James D'Ambrosio told the Press.

"The Army Corps of Engineers has reconfirmed to Congressman Zeldin that the Westhampton Beach project will be completed on or about March 9 and the Point O'Woods and Ocean Bay Park project will be completed on or about May 18, which is prior to the contracted completion date of June 19," said Katie Vincentz, a spokeswoman for U.S. Rep. Lee Zeldin (D-Shirley).

David Ruderman, a spokesman for the Corps' Jacksonville district, told the New York Post, which first reported the story, that the diversion has "absolutely nothing to do with the fact that Mr. Trump happens to live down the beach from where this is happening."

Web Link: https://www.longislandpress.com/2020/02/24/fire-island-dune-rebuilding-crew-diverted-to-fix-beach-near-mar-a-lago/

Ken Wells Chief, Public Affairs U.S. Army Corps of Engineers, New York District P: 917-790-8109 C: 917-418-5359

Kenneth.wells@usace.army.mil

New York District: http://www.nan.usace.army.mil/

YouTube: https://www.youtube.com/user/USACENewYorkDistrict

Twitter: https://twitter.com/USACE_NY



From: Shea, Jason A CIV USARMY CENAN (USA) Jason.A.Shea@usace.army.mil @

Subject: Sea Bright to Manasquan
Date: February 25, 2020 at 3:34 PM



Anthony.Ciorra@usace.army.mil

We just had our progress meeting. The plan for Weeks is still to complete the Sea Bright reach by Friday and return for the Long Branch reach in late April/early May and finish by mid-June. Then the would come back the Fall for the remaining options (to be awarded with FY20 funds) and complete by March 2021.

If there are delays or breakdowns in Florida, they could scrap the Spring plan and return in the Fall for all the work, still to be completed by March 2021. Also, the SW Pass may pull the Magdalen as well.

I attached an updated map. I realized that I didn't have options 18-22 shown in the previous version (page 1).

Jason Shea Project Manager US Army Corps of Engineers office: 917 790 8727 cell: 917 273 7286

jason.a.shea@usace.army.mil

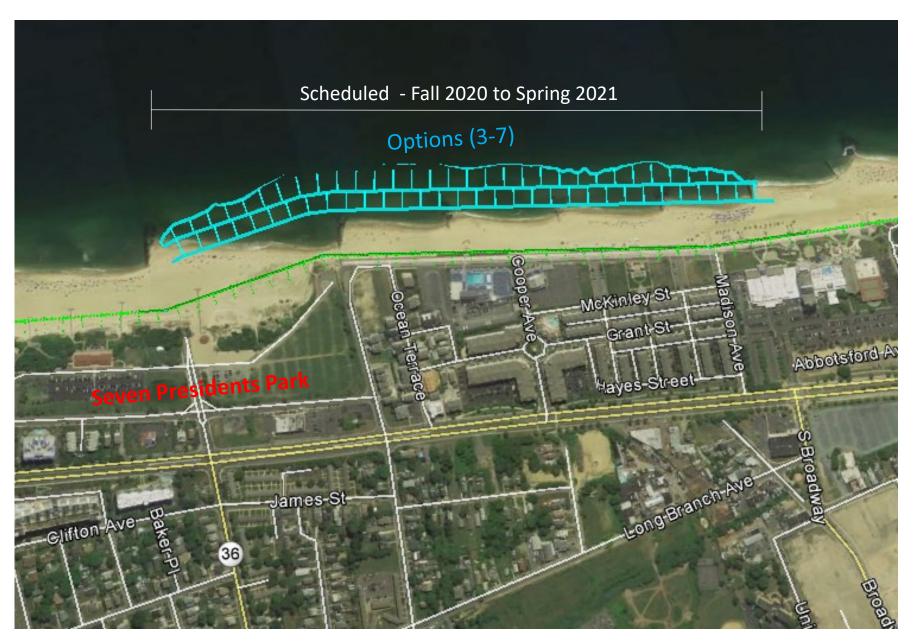


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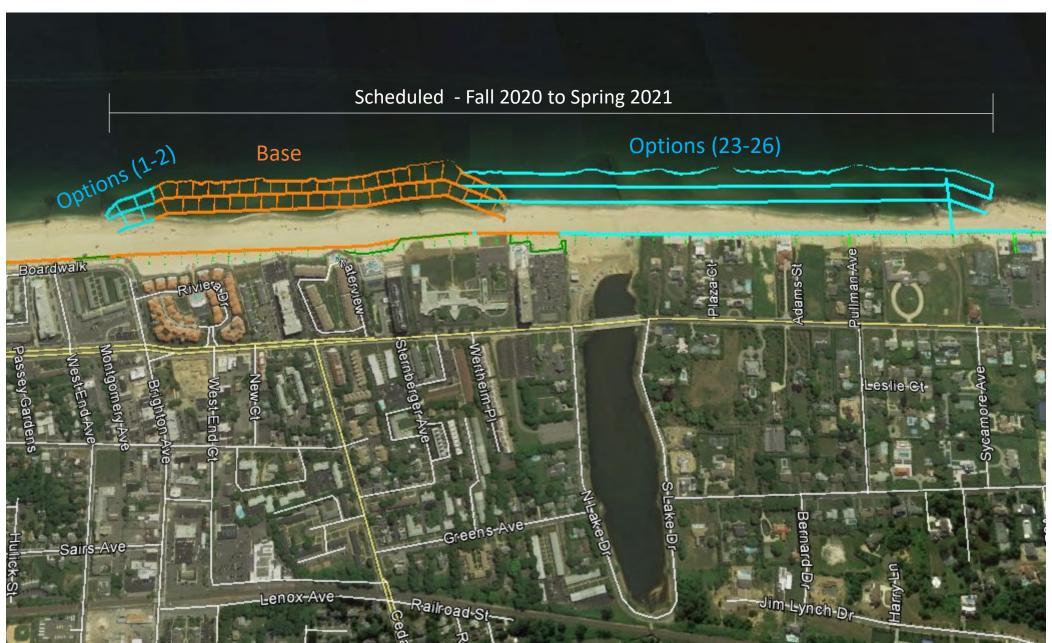
Sea Bright / Monmouth Beach, NJ

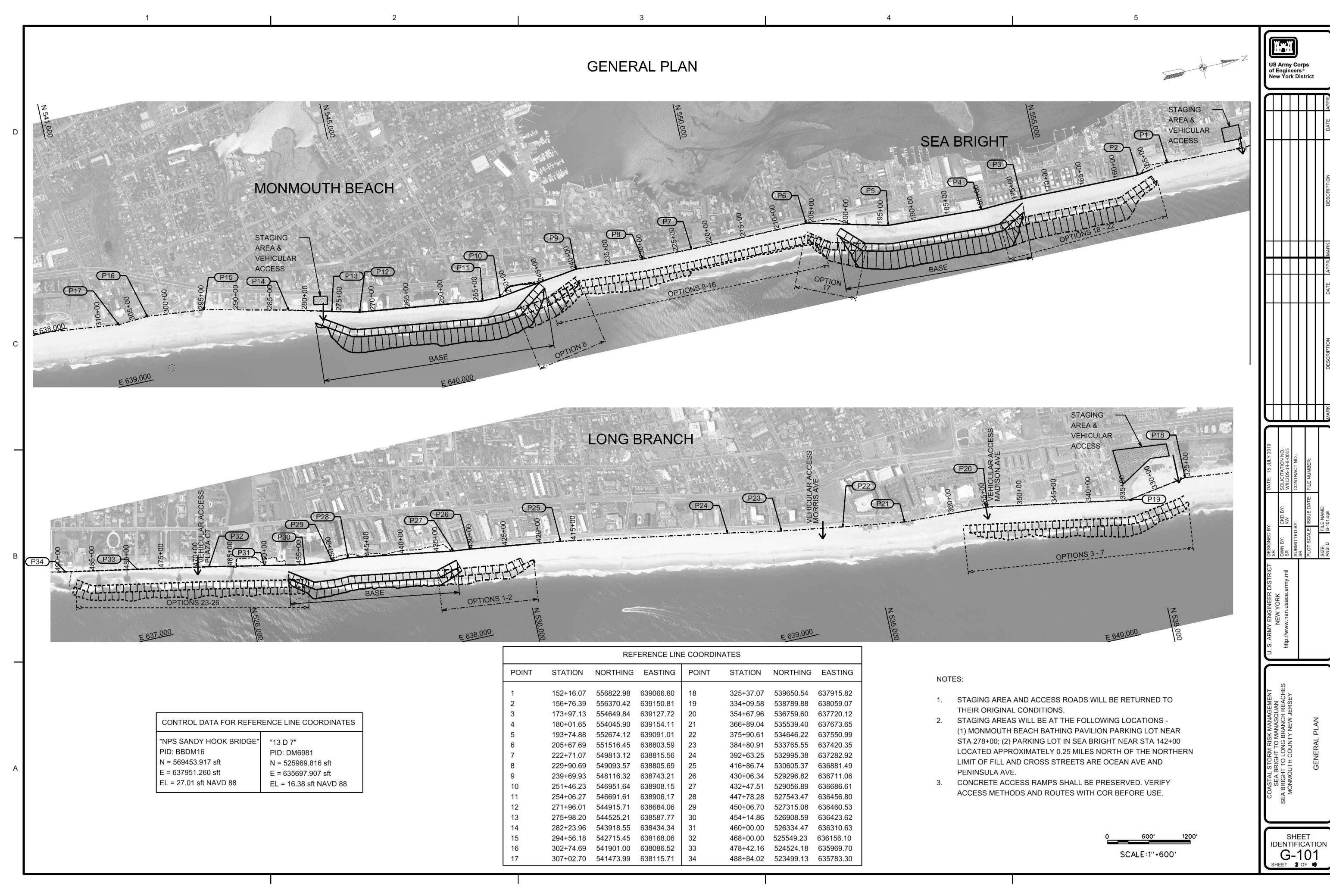


Long Branch (North), NJ



Long Branch (South), NJ





G-101.dgn Plot 7/16/2019 8:38:25 AM

From: Ciorra, Anthony CIV USARMY CENAN (USA) Anthony.Ciorra@usace.army.mil @

Subject: FW: Sea Bright to Manasquan **Date:** February 25, 2020 at 3:52 PM



Seebode, Joseph J CIV CENAN CENAD (USA) Joseph J Seebode@usace.army.mil, Wells, Kenneth CIV CENAN CENAD (USA)

Kenneth.Wells@usace.army.mil

FYI. Latest update from Weeks on their deployment plans for the Magdalen this spring.

Sent with BlackBerry Work (www.blackberry.com)

From: Shea, Jason A CIV USARMY CENAN (USA) < Jason.A.Shea@usace.army.mil >

Date: Tuesday, Feb 25, 2020, 3:34 PM

To: Tumminello, Paul CIV USARMY CENAN (USA) < Paul.Tumminello@usace.army.mil>,

Ciorra, Anthony CIV USARMY CENAN (USA) < Anthony. Ciorra@usace.army.mil >

Subject: Sea Bright to Manasquan

We just had our progress meeting. The plan for Weeks is still to complete the Sea Bright reach by Friday and return for the Long Branch reach in late April/early May and finish by mid-June. Then the would come back the Fall for the remaining options (to be awarded with FY20 funds) and complete by March 2021.

If there are delays or breakdowns in Florida, they could scrap the Spring plan and return in the Fall for all the work, still to be completed by March 2021. Also, the SW Pass may pull the Magdalen as well.

I attached an updated map. I realized that I didn't have options 18-22 shown in the previous version (page 1).

Jason Shea Project Manager US Army Corps of Engineers office: 917 790 8727

cell: 917 273 7286

jason.a.shea@usace.army.mil

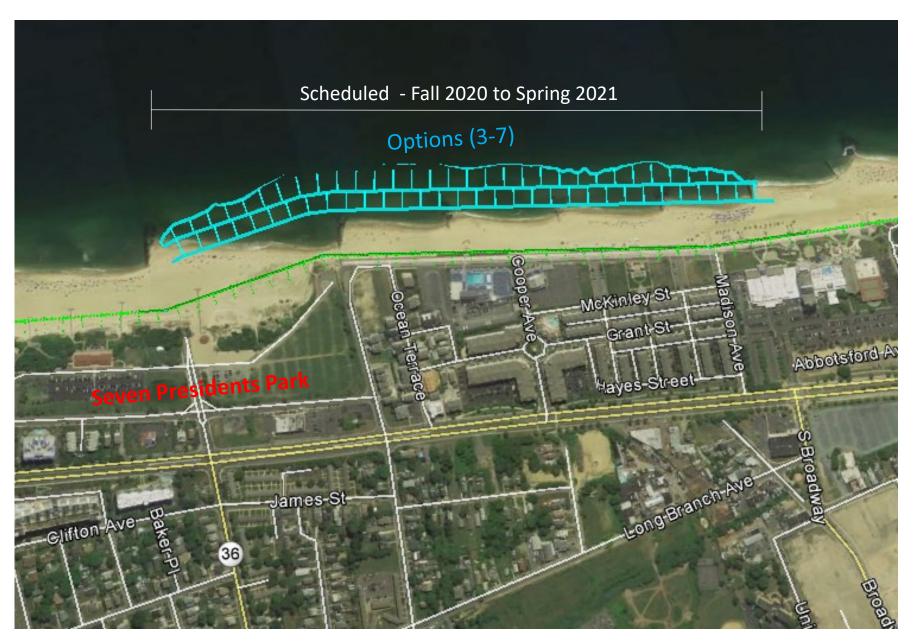


FY19 -FY21 Renour...20.pdf

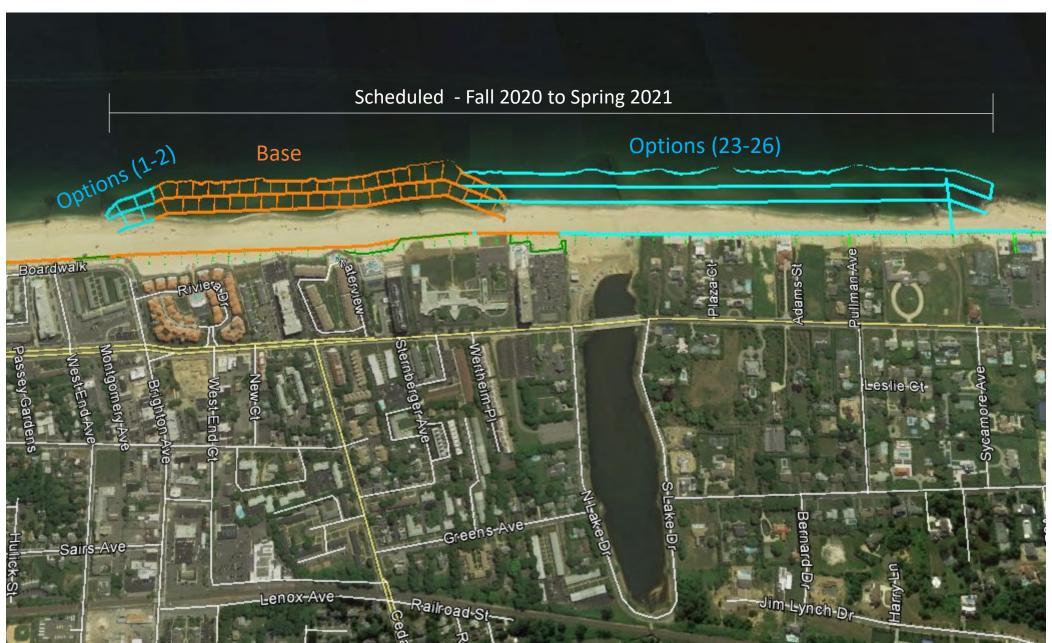
Sea Bright / Monmouth Beach, NJ

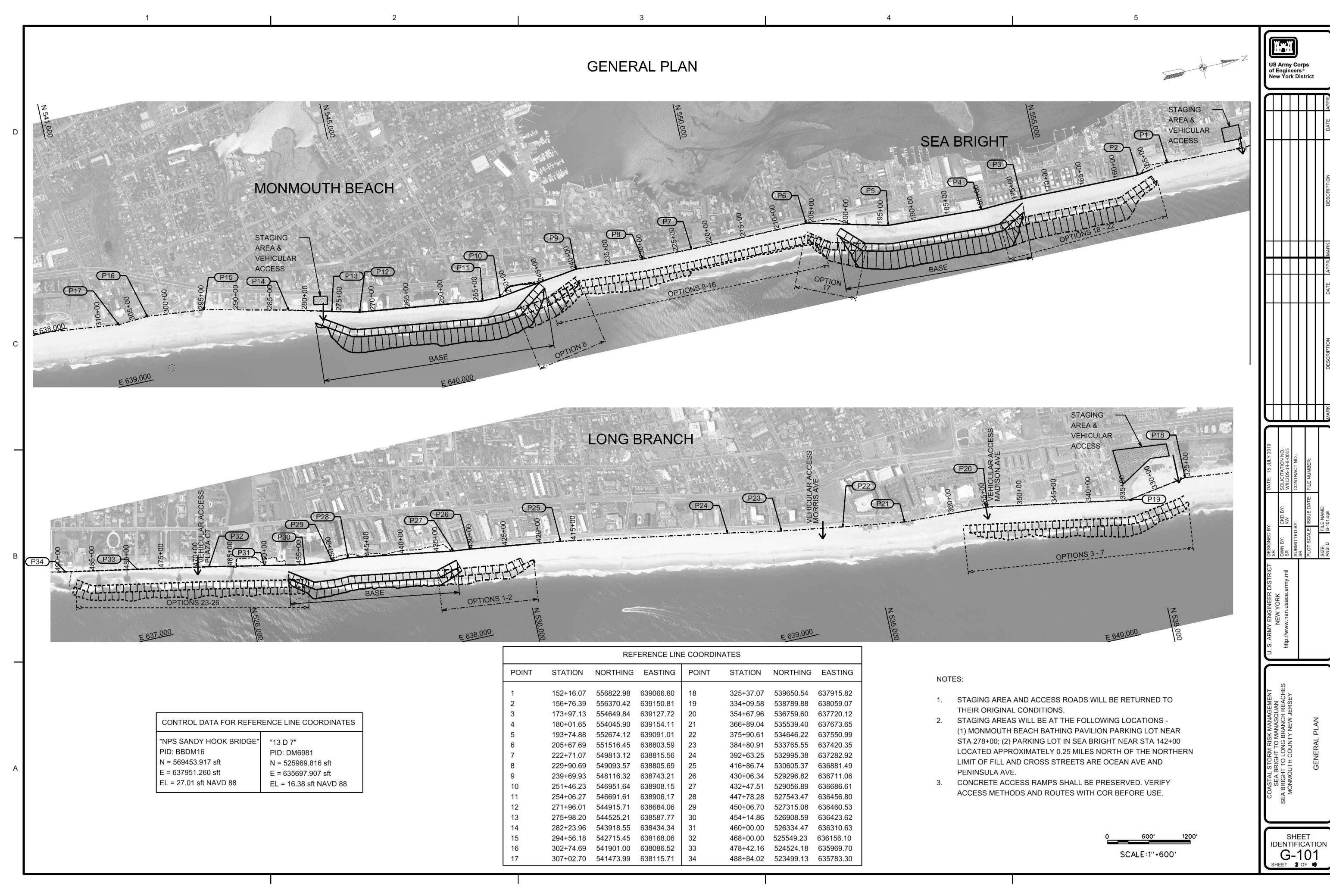


Long Branch (North), NJ



Long Branch (South), NJ





G-101.dgn Plot 7/16/2019 8:38:25 AM

From: Ciorra, Anthony CIV USARMY CENAN (USA) Anthony.Ciorra@usace.army.mil

Subject: FW: Easthampton Star article re: Dredges

Date: February 28, 2020 at 10:15 AM

To: Asbery, Thomas D COL USARMY CENAN (USA) Thomas.D.Asbery@usace.army.mil, Seebode, Joseph J CIV CENAN CENAD (USA) Joseph.J.Seebode@usace.army.mil, Tumminello, Paul CIV USARMY CENAN (USA) Paul.Tumminello@usace.army.mil

Cc: Minguillo, Janeen S CIV USARMY CENAN (US) Janeen.S.Minguillo@usace.army.mil

See below article that is full of inaccuracies. Another reminder that we need to tread very lightly and steer clear of the politics, especially during a very divisive election season.

Anthony Ciorra, PE Chief, Coastal Restoration & Special Projects Branch **New York District** (917) 790-8208

-----Original Message-----

From: Elias, Vincent F CIV USARMY CENAN (USA)

Sent: Friday, February 28, 2020 10:01 AM

Cc: Ciorra, Anthony CIV USARMY CENAN (USA) Anthony.Ciorra@usace.army.mil

Subject: FW: Easthampton Star article re: Dredges

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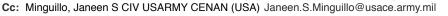
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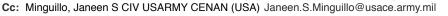
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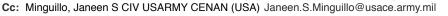
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"Post-Sandy beach replacements on Fire Island have been put on hold so crews and dredges could be moved to work on a project near President Trump's resort in Palm Beach," Ms. Fleming wrote in an email on Sunday. "All that, and not a word from Lee Zeldin - the person whose job is supposed to be advocating for Long Islanders. Again, he's refused to stand up for us in favor of bowing to the president's every whim."

Mr. Zeldin, who served on Mr. Trump's impeachment defense team, is one of the president's most steadfast supporters in Congress.

"The Army Corps of Engineers has been working to replenish the beaches on Fire Island ahead of the summer hurricane season," Perry Gershon, an East Hampton resident who lost to Mr. Zeldin by four percentage points in the 2018 midterm elections, wrote in an email, also on Sunday. "The dredges working on Fire Island have been relocated to Palm Beach, Florida, near Donald Trump's Mara-Lago resort. The Army Corps has admitted to the N.Y. Post that the Mar-a-Lago work is not an emergency, despite earlier claims that it was."

"And worst of all?" Mr. Gershon continued. "Congressman Lee Zeldin is silent. Once again, he's putting what Donald Trump wants ahead of what Long Island needs."

https://www.easthamptonstar.com/government/2020227/dredging-load-controversy

From: Merenda, Kevin J CIV USARMY CENAN (USA) Kevin.J.Merenda@usace.army.mil

Subject: FW: Expected completion of WHD and Seabright Dredging (UNCLASSIFIED)

Date: February 29, 2020 at 10:17 AM

To: Cudd, Derek S CIV USARMY CENAN (USA) Derek.S.Cudd@usace.army.mil, Bian, Shewen CIV USARMY CENAD (USA)

Shewen.W.Bian@usace.army.mil

Fyi

Sent via the Samsung Galaxy S8, an AT&T 5G Evolution smartphone

Kevin J. Merenda, P.E. Area Engineer Cell 917 816 2545

----- Original message ------

From: "Asbery, Thomas D COL USARMY CENAN (USA)" <Thomas.D.Asbery@usace.army.mil>

Date: 2/29/20 9:48 AM (GMT-05:00)

To: "Ludwig, Matthew A CIV USARMY CENAN (USA)" <Matthew.A.Ludwig@usace.army.mil>, "Seebode, Joseph J CIV CENAN CENAD (USA)" <Jobseph.J.Seebode@usace.army.mil>, "Gussenhoven, Richard B LTC USARMY CENAN (USA)" <Richard.B.Gussenhoven@usace.army.mil>, "Cosby, Matthew G CIV USARMY CENAN (USA)" <Matthew.G.Cosby@usace.army.mil> Cc: "Wells, Kenneth CIV CENAN CENAD (USA)" <Kenneth.Wells@usace.army.mil>, "Ashton, Karen CIV USARMY CENAN (USA)" <Karen.Ashton@usace.army.mil>, "Ciorra, Anthony CIV USARMY CENAN (USA)" <Anthony.Ciorra@usace.army.mil>, "Tumminello, Paul CIV USARMY CENAN (USA)" <Revin.J.Merenda@usace.army.mil>

Subject: RE: Expected completion of WHD and Seabright Dredging (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Thanks Matt.

In Paul's SITREP this is what I have. Just want to be out front.

- Sandy Hook to Barnegat Inlet, NJ contractor, Weeks Marine began sand placement on 09 December in Monmouth Beach. Approximately 1,041,000 cubic yards have been placed through 24 February, which represents 78.2% overall completion and 89.7% completion of the Sea Bright reach. The Monmouth Beach reach was completed on 17 January 2020.
- FIMI Westhampton Interim Nourishment Project The contractor, Weeks Marine started work on 26 November 2019. As of 26 Feb, approx. 125,000 cubic yard of sand placement is remaining. The work may stop on 27 Feb due to weather condition. The project is expected to be completed by 6 March depending on weather conditions. A final inspection with sponsor and stakeholder is tentatively scheduled for Thursday, 12 March at 10AM.

Just trying to avoid news articles like the attached that Anthony Shared. v/r

COL Tom Asbery Cell: (917) 618-1576

-----Original Message-----

From: Ludwig, Matthew A CIV USARMY CENAN (USA)

Sent: Saturday, February 29, 2020 8:49 AM

To: Achary Thomas D COL LIGARMY CENIAN (LIGA)

IU. ABUDIY, IIIUIIIAB D OOL OOMIIIVII OLIVAIN (OOA)

<Thomas.D.Asbery@usace.army.mil>; Seebode, Joseph J CIV CENAN CENAD (USA)
<Joseph.J.Seebode@usace.army.mil>; Gussenhoven, Richard B LTC USARMY CENAN
(USA) <Richard.B.Gussenhoven@usace.army.mil>; Cosby, Matthew G CIV USARMY
CENAN (USA) <Matthew.G.Cosby@usace.army.mil>

Cc: Wells, Kenneth CIV CENAN CENAD (USA) < Kenneth. Wells@usace.army.mil>; Ashton, Karen CIV USARMY CENAN (USA) < Karen. Ashton@usace.army.mil>; Ciorra, Anthony CIV USARMY CENAN (USA) < Anthony. Ciorra@usace.army.mil>; Tumminello, Paul CIV USARMY CENAN (USA) < Paul. Tumminello@usace.army.mil>; Merenda, Kevin J CIV USARMY CENAN (USA) < Kevin. J. Merenda@usace.army.mil> Subject: RE: Expected completion of WHD and Seabright Dredging

Sir, understand. The team will start doing a simpler daily SITREP stating quantity completed and quantity remaining with a current estimated date of departure. Our current estimation of departure is Weds but that obviously depends on weather and no mechanical interruptions.

Matthew A. Ludwig, P.E. Chief, Construction Division

Ph: 917-790-8222 Cell: 845-549-4894

Sent with BlackBerry Work

(www.blackberry.com < < http://www.blackberry.com >)

From: Asbery, Thomas D COL USARMY CENAN (USA)

<Thomas.D.Asbery@usace.army.mil <mailto:Thomas.D.Asbery@usace.army.mil>>

Date: Saturday, Feb 29, 2020, 7:38 AM

To: Ludwig, Matthew A CIV USARMY CENAN (USA)

<Matthew.A.Ludwig@usace.army.mil <<u>mailto:Matthew.A.Ludwig@usace.army.mil</u>> >,
Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil
<<u>mailto:Joseph.J.Seebode@usace.army.mil</u>> >, Gussenhoven, Richard B LTC USARMY
CENAN (USA) <Richard.B.Gussenhoven@usace.army.mil</pre>

<mailto:Richard.B.Gussenhoven@usace.army.mil>>, Cosby, Matthew G CIV USARMY CENAN (USA) <Matthew.G.Cosby@usace.army.mil</p>

<mailto:Matthew.G.Cosby@usace.army.mil>>

Cc: Wells, Kenneth CIV CENAN CENAD (USA) <Kenneth.Wells@usace.army.mil < mailto:Kenneth.Wells@usace.army.mil >, Ashton, Karen CIV USARMY CENAN (USA) <Karen.Ashton@usace.army.mil > , Ciorra, Anthony CIV USARMY CENAN (USA) <Anthony.Ciorra@usace.army.mil < mailto:Anthony.Ciorra@usace.army.mil >, Tumminello, Paul CIV USARMY CENAN (USA) <Paul.Tumminello@usace.army.mil < mailto:Paul.Tumminello@usace.army.mil > Subject: Expected completion of WHD and Seabright Dredging

Matt.

I need to know 24-48 hours out from completing the work.

NAD has directed us to run anything about WHD and Seabright and Weeks Marine

through them.

What I want to do is make an announcement that we have completed the project and the dredges are departing. I have to have the statement/idea to make an announcement approved through NAD and HQs and I believe HQs would make the announcement themselves. This is why I need to be 24-48 hours ahead of your activity at both locations. I understand both jobs are near completion.

Need PAO to help manage a simple statement that we completed another significant CSRM project in NY and NY. Then be proactive that the dredges will return and complete the other scheduled work within their contract and ahead of the 2020 Hurricane Season.

Sorry I did not explain guidance better. Just want all of us tracking the same thing. COL A

Sent with BlackBerry Work (www.blackberry.com)

From: Ludwig, Matthew A CIV USARMY CENAN (USA)

<Matthew.A.Ludwig@usace.armv.mil <mailto:Matthew.A.Ludwig@usace.armv.mil>>

Date: Friday, Feb 28, 2020, 20:51

To: Asbery, Thomas D COL USARMY CENAN (USA)

<Thomas.D.Asbery@usace.army.mil <mailto:Thomas.D.Asbery@usace.army.mil>>, Seebode, Joseph J CIV CENAN CENAD (USA) < Joseph. J. Seebode@usace.army.mil <mailto:Joseph.J.Seebode@usace.army.mil>>, Merenda, Kevin J CIV USARMY CENAN (USA) <Kevin.J.Merenda@usace.army.mil <mailto:Kevin.J.Merenda@usace.army.mil>> Cc: Gussenhoven, Richard B LTC USARMY CENAN (USA)

<Richard.B.Gussenhoven@usace.army.mil

<mailto:Richard.B.Gussenhoven@usace.army.mil>>, Cosby, Matthew G CIV USARMY CENAN (USA) < Matthew.G.Cosby@usace.army.mil

<mailto:Matthew.G.Cosby@usace.army.mil>>, Wells, Kenneth CIV CENAN CENAD (USA) <Kenneth.Wells@usace.army.mil <mailto:Kenneth.Wells@usace.army.mil>>, Ashton, Karen CIV USARMY CENAN (USA) < Karen. Ashton@usace.army.mil <mailto:Karen.Ashton@usace.army.mil>>, Ciorra, Anthony CIV USARMY CENAN (USA)

<Anthony.Ciorra@usace.army.mil <mailto:Anthony.Ciorra@usace.army.mil>>, Cudd,

Derek S CIV USARMY CENAN (USA) < Derek.S.Cudd@usace.army.mil

<mailto:Derek.S.Cudd@usace.army.mil>>, Bian, Shewen CIV USARMY CENAD (USA)

<Shewen.W.Bian@usace.army.mil <mailto:Shewen.W.Bian@usace.army.mil>>

Subject: RE: CCIR - Debris located at Westhampton

Sir, Kevin and I spoke this evening and the team will let us know when the dredge departs. The weather is keeping the dredge in safe harbor.

Matthew A. Ludwig, P.E. Chief, Construction Division Ph: 917-790-8222 Cell: 845-549-4894

Sent with BlackBerry Work

(www.blackberry.com < http://www.blackberry.com>)

From: Asbery, Thomas D COL USARMY CENAN (USA)

<Thomas.D.Asbery@usace.army.mil <<u>mailto:Thomas.D.Asbery@usace.army.mil</u>>>

Date: Friday, Feb 28, 2020, 8:33 PM

To: Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil <<u>mailto:Joseph.J.Seebode@usace.army.mil</u>>>, Merenda, Kevin J CIV USARMY CENAN (USA) <Kevin.J.Merenda@usace.army.mil <<u>mailto:Kevin.J.Merenda@usace.army.mil</u>>> Cc: Gussenhoven, Richard B LTC USARMY CENAN (USA)

<Richard.B.Gussenhoven@usace.army.mil</p>

<mailto:Richard.B.Gussenhoven@usace.army.mil</p>
>, Cosby, Matthew G CIV USARMY CENAN (USA) <Matthew.G.Cosby@usace.armv.mil</p>

<a href="ma

CENAN (USA) < Matthew.A.Ludwig@usace.army.mil

<mailto:Matthew.A.Ludwig@usace.army.mil>>, Wells, Kenneth CIV CENAN CENAD (USA) <Kenneth.Wells@usace.army.mil <mailto:Kenneth.Wells@usace.army.mil>>,

Ashton, Karen CIV USARMY CENAN (USA) < Karen. Ashton@usace.army.mil

<mailto:Karen.Ashton@usace.army.mil</p>
>, Ciorra, Anthony CIV USARMY CENAN (USA)

<Anthony.Ciorra@usace.army.mil <<u>mailto:Anthony.Ciorra@usace.army.mil</u>>>, Cudd,

Derek S CIV USARMY CENAN (USA) < Derek.S.Cudd@usace.army.mil

<mailto:Derek.S.Cudd@usace.army.mil>>, Bian, Shewen CIV USARMY CENAD (USA)

<Shewen.W.Bian@usace.army.mil <<u>mailto:Shewen.W.Bian@usace.army.mil</u>> >

Subject: RE: CCIR - Debris located at Westhampton

What is the status of the project? Will we complete dredging this weekend.

WE MUST ANNOUNCE COMPLETION OF DREDGING BEFORE THEY DEPART.

Sent with BlackBerry Work (www.blackberry.com)

From: Seebode, Joseph J CIV CENAN CENAD (USA)

<Joseph.J.Seebode@usace.army.mil <<u>mailto:Joseph.J.Seebode@usace.army.mil</u>> >

Date: Friday, Feb 28, 2020, 19:52

To: Merenda, Kevin J CIV USARMY CENAN (USA) <Kevin.J.Merenda@usace.army.mil mailto:Kevin.J.Merenda@usace.army.mil >, Asbery, Thomas D COL USARMY CENAN (USA) <Thomas.D.Asbery@usace.army.mil mailto:Thomas.D.Asbery@usace.army.mil

Cc: Gussenhoven, Richard B LTC USARMY CENAN (USA)

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>, Cosby, Matthew G CIV USARMY CENAN (USA) <Matthew.G.Cosby@usace.army.mil</p>

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<mailto:Derek.S.Cudd@usace.army.mil>>, Bian, Shewen CIV USARMY CENAD (USA)
<Shewen.W.Bian@usace.army.mil <mailto:Shewen.W.Bian@usace.army.mil>>
Subject: RE: CCIR - Debris located at Westhampton

Kevin—Thanks! I think you have us in a good place.

Please keep us in the loop as to what transpires and if any info comes to light on what the debris actually is. As always take photos of actions by NTSB if it is moved, etc

Good work by you and your team. Have a good weekend.

Joe

Sent with BlackBerry Work (www.blackberry.com)

From: Merenda, Kevin J CIV USARMY CENAN (USA)

<Kevin.J.Merenda@usace.army.mil < mailto:Kevin.J.Merenda@usace.army.mil> >

Date: Friday, Feb 28, 2020, 2:43 PM

To: Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil

<mailto:Joseph.J.Seebode@usace.army.mil>>, Asbery, Thomas D COL USARMY

CENAN (USA) < Thomas.D. Asbery@usace.army.mil

<mailto:Thomas.D.Asbery@usace.army.mil>>

Cc: Gussenhoven, Richard B LTC USARMY CENAN (USA)

<Richard.B.Gussenhoven@usace.army.mil

<mailto:Richard.B.Gussenhoven@usace.army.mil</p>
>, Cosby, Matthew G CIV USARMY

CENAN (USA) < Matthew.G.Cosby@usace.army.mil

<mailto:Matthew.G.Cosby@usace.army.mil>>, Ludwig, Matthew A CIV USARMY

CENAN (USA) < Matthew.A.Ludwig@usace.army.mil

<mailto:Matthew.A.Ludwig@usace.army.mil>>, Wells, Kenneth CIV CENAN CENAD

(USA) <Kenneth.Wells@usace.army.mil <mailto:Kenneth.Wells@usace.army.mil>>,

Ashton, Karen CIV USARMY CENAN (USA) < Karen. Ashton@usace.army.mil

<mailto:Karen.Ashton@usace.army.mil>>, Ciorra, Anthony CIV USARMY CENAN (USA)

<Anthony.Ciorra@usace.armv.mil <mailto:Anthony.Ciorra@usace.armv.mil> >. Cudd.

Derek S CIV USARMY CENAN (USA) < Derek.S.Cudd@usace.army.mil

<mailto:Derek.S.Cudd@usace.army.mil>>, Bian, Shewen CIV USARMY CENAD (USA)

<Shewen.W.Bian@usace.army.mil <<u>mailto:Shewen.W.Bian@usace.army.mil</u>>>

Subject: RE: CCIR - Debris located at Westhampton

By my directive, Shewen has been in contact with NTSB - see emails attached. The contractor and Residency will cooperate with any directions or inquiries from NTSB. We will continue to provide updates.

Please advise if someone else from USACE should be taking lead on this issue moving forward.

Respectfully, Kevin

Kevin J. Merenda, P.E.
Area Engineer
Metro Area Office

US Army Corps OF Engineers
>2545 Hempstead Turnpike, Suite 100
East Meadow, NY 11554
>3 Chapel Avenue
Jersey City, NJ 07305
>Building 130
Ft Hamilton, NY 11252
917 790-6153
917 816-2545 cel
718 630-5355 fax

----Original Message-----

From: Seebode, Joseph J CIV CENAN CENAD (USA)

Sent: Friday, February 28, 2020 1:35 PM

To: Merenda, Kevin J CIV USARMY CENAN (USA) <Kevin.J.Merenda@usace.army.mil>; Asbery, Thomas D COL USARMY CENAN (USA) <Thomas.D.Asbery@usace.army.mil> Cc: Gussenhoven, Richard B LTC USARMY CENAN (USA)

<Richard.B.Gussenhoven@usace.army.mil>; Cosby, Matthew G CIV USARMY CENAN (USA) <Matthew.G.Cosby@usace.army.mil>; Ludwig, Matthew A CIV USARMY CENAN (USA) <Matthew.A.Ludwig@usace.army.mil>; Wells, Kenneth CIV CENAN CENAD (USA) <Kenneth.Wells@usace.army.mil>; Ashton, Karen CIV USARMY CENAN (USA)

<Karen.Ashton@usace.army.mil>; Ciorra, Anthony CIV USARMY CENAN (USA)

<a href="mailto: Anthony.Ciorra@usace.army.mil; Cudd, Derek S CIV USARMY CENAN (USA)

<Derek.S.Cudd@usace.army.mil>; Bian, Shewen CIV USARMY CENAD (USA)

<Shewen.W.Bian@usace.army.mil>

Subject: RE: CCIR - Debris located at Westhampton

Matt/Kevin--who has custody at this juncture? Is the debris out on the dredge or on shore at a facility?

Being particularly sensitive to visibility/media attention on USACE stuff on LI recently we may want to make an initial contact with NTSB with some of the facts to help move the removal as quickly as possible. I trust the contractor to do the right thing but we own the contract and showing quick action may thwart any opportunities for media to sour spin

this, since it is the same two dredges that are getting all the attention for their upcoming relocation. I sense NTSB will be looking for a pretty good map that shows the location of the find. My sense is they would be appreciative of our communication and given the time elapsed this should go by without a ton of fanfare.

Joe

----Original Message-----

From: Merenda, Kevin J CIV USARMY CENAN (USA)

Sent: Friday, February 28, 2020 1:15 PM

To: Asbery, Thomas D COL USARMY CENAN (USA)

<Thomas.D.Asbery@usace.army.mil>

Cc: Gussenhoven, Richard B LTC USARMY CENAN (USA)

<Richard.B.Gussenhoven@usace.army.mil>; Cosby, Matthew G CIV USARMY CENAN

(USA) <Matthew.G.Cosby@usace.army.mil>; Ludwig, Matthew A CIV USARMY CENAN

(USA) <Matthew.A.Ludwig@usace.army.mil>; Seebode, Joseph J CIV CENAN CENAD

(USA) <Joseph.J.Seebode@usace.army.mil>; Wells, Kenneth CIV CENAN CENAD (USA) <Kenneth.Wells@usace.army.mil>; Ashton, Karen CIV USARMY CENAN (USA)

Karen.Ashton@usace.armv.mil>; Ciorra, Anthony CIV USARMY CENAN (USA)

<a href="mailto: Anthony.Ciorra@usace.army.mil; Cudd, Derek S CIV USARMY CENAN (USA)

<Derek.S.Cudd@usace.army.mil>; Bian, Shewen CIV USARMY CENAD (USA)

<Shewen.W.Bian@usace.army.mil>

Subject: CCIR - Debris located at Westhampton

Importance: High

Sir,

CCIR Category: 15 - Other

Date of Incident: 22 February 2020
Date of Report: 28 February 2020
Reporting Unit: CENAN-CO-M
Home Station Command: NY District

Where: Westhampton, NY

Incident Summary: As reported this morning by the Contractor, Weeks Marine, debris was dredged up a "few days ago". The debris appears to be part of an aircraft.

Speculation is that it may be part of Flight 800 which crashed in the area in 1996 with no survivors.

Impact on Operations: None Has PNOK been notified: N/A Reason for Delay: No Delay

Actions Required: The contractor has been directed to inform NTSB and FAA about the

debris and to follow any instructions given by these agencies.

Kevin J. Merenda, P.E.
Area Engineer
Metro Area Office
US Army Corps OF Engineers
>2545 Hempstead Turnpike, Suite 100
East Meadow, NY 11554
>3 Chapel Avenue

Jersey City, NJ 07305 >Building 130 Ft Hamilton, NY 11252 917 790-6153 917 816-2545 cel 718 630-5355 fax

----Original Message-----

From: Bian, Shewen CIV USARMY CENAD (USA)

Sent: Friday, February 28, 2020 10:30 AM

To: Merenda, Kevin J CIV USARMY CENAN (USA) <Kevin.J.Merenda@usace.army.mil>;

Cudd, Derek S CIV USARMY CENAN (USA) < Derek.S.Cudd@usace.army.mil>

Cc: Ortega, Michael CIV USARMY CENAN (USA) <Michael.A.Ortega@usace.army.mil>; Ferguson, Ryan CIV USARMY CENAN (USA) <Ryan.M.Ferguson@usace.army.mil>

Subject: FW: Pictures - Plane Wing ??

Kevin/Derek:

FYSA; see below. Who should be notify if the debris is from flight 800? Please advise. Thanks

Shewen

-----Original Message-----

From: Matthew T. Henry [mailto:MTHenry@WeeksMarine.Com]

Sent: Friday, February 28, 2020 8:29 AM

To: Bian, Shewen CIV USARMY CENAD (USA) <Shewen.W.Bian@usace.army.mil>

Subject: [Non-DoD Source] FW: Pictures - Plane Wing ??

Please see the attached pictures from the Dredge BE Lindholm. They dredged this debris up a few days ago and the crew onboard thinks it might be a piece of a plane wing. They speculated TWA Flight 800 that exploded in 1996. We thought we should a least report it. Please advise if we should save the debris.

Thanks

Matt

Sent from Mail <Blockedhttps://go.microsoft.com/fwlink/?LinkId=550986> for Windows 10

From: Dredge B.E. Lindholm < mailto: Dredge.BELindholm@WeeksMarine.Com>

Sent: Friday, February 28, 2020 8:16 AM

To: Matthew T. Henry < <u>mailto:MTHenry@WeeksMarine.Com</u>>

Subject: Fw: Pictures - Plane Wing ??

Good morning Matt:

We dredged this up a few days ago - everyone is thinking it may be part of a plane wing. Not sure if this need to be reported. TWA Flight 800 exploded east of Moriches in 1996.

Captain Kent

From: Dredge B.E. Lindholm < Dredge.BELindholm@WeeksMarine.Com>

Sent: Friday, February 28, 2020 7:07 AM

To: Dredge B.E. Lindholm < Dredge.BELindholm@WeeksMarine.Com>

Subject:

Sent from my Kyocera DuraForce, an AT&T 4G LTE smartphone

This email may contain confidential material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this message in error, please notify the sender by reply e-mail or contact the Weeks Marine IT Department at ITGroup@weeksmarine.com, and delete this message, along with any attachments, from your computer.

CLASSIFICATION: UNCLASSIFIED

Mail Attachment

From: Asbery, Thomas D COL USARMY CENAN (USA) Thomas.D.Asbery@usace.army.mil

Subject: RE: Expected completion of WHD and Seabright Dredging (UNCLASSIFIED)

Date: February 29, 2020 at 9:48 AM

To: Ludwig, Matthew A CIV USARMY CENAN (USA) Matthew.A.Ludwig@usace.army.mil, Seebode, Joseph J CIV CENAN CENAD (USA) Joseph.J.Seebode@usace.army.mil,

Gussenhoven, Richard B LTC USARMY CENAN (USA) Richard.B.Gussenhoven@usace.army.mil,

Cosby, Matthew G CIV USARMY CENAN (USA) Matthew.G.Cosby@usace.army.mil

Cc: Wells, Kenneth CIV CENAN CENAD (USA) Kenneth.Wells@usace.army.mil, Ashton, Karen CIV USARMY CENAN (USA)

Karen Ashton@usace.army.mil, Ciorra, Anthony CIV USARMY CENAN (USA) Anthony.Ciorra@usace.army.mil,

Tumminello, Paul CIV USARMY CENAN (USA) Paul.Tumminello@usace.army.mil, Merenda, Kevin J CIV USARMY CENAN (USA) Kevin.J.Merenda@usace.army.mil

CLASSIFICATION: UNCLASSIFIED

Thanks Matt.

In Paul's SITREP this is what I have. Just want to be out front.

- Sandy Hook to Barnegat Inlet, NJ contractor, Weeks Marine began sand placement on 09 December in Monmouth Beach. Approximately 1,041,000 cubic yards have been placed through 24 February, which represents 78.2% overall completion and 89.7% completion of the Sea Bright reach. The Monmouth Beach reach was completed on 17 January 2020.
- FIMI Westhampton Interim Nourishment Project The contractor, Weeks Marine started work on 26 November 2019. As of 26 Feb, approx. 125,000 cubic yard of sand placement is remaining. The work may stop on 27 Feb due to weather condition. The project is expected to be completed by 6 March depending on weather conditions. A final inspection with sponsor and stakeholder is tentatively scheduled for Thursday, 12 March at 10AM.

Just trying to avoid news articles like the attached that Anthony Shared. v/r

COL Tom Asbery Cell: (917) 618-1576

-----Original Message-----

From: Ludwig, Matthew A CIV USARMY CENAN (USA)

Sent: Saturday, February 29, 2020 8:49 AM

To: Asbery, Thomas D COL USARMY CENAN (USA) <Thomas.D.Asbery@usace.army.mil>; Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil>; Gussenhoven, Richard B LTC USARMY CENAN (USA)

C: Wells, Kenneth CIV CENAN (USA) < Matthew.G.Cosby@usace.army.mil>; Cosby, Matthew.G.Cosby@usace.army.mil>; Cosby, Matthew.G.Cosby@usace.army.mil>; C: Wells, Kenneth CIV CENAN (ENAN (USA) < Kenneth.Wells@usace.army.mil>; Ashton, Karen CIV USARMY CENAN (USA) < Karen.Ashton@usace.army.mil>; Ciorra, Anthony CIV USARMY CENAN (USA) < Anthony.Ciorra@usace.army.mil>; Tumminello, Paul CIV USARMY CENAN (USA) < Paul.Tumminello@usace.army.mil>; Merenda, Kevin J CIV USARMY CENAN (USA) < Kevin.J.Merenda@usace.army.mil>

Subject: RE: Expected completion of WHD and Seabright Dredging

Sir, understand. The team will start doing a simpler daily SITREP stating quantity completed and quantity remaining with a current estimated date of departure. Our current estimation of departure is Weds but that obviously depends on weather and no mechanical interruptions.

Matthew A. Ludwig, P.E.
Chief, Construction Division
Ph: 917-790-8222
Cell: 845-549-4894
Sent with BlackBerry Work
(www.blackberry.com http://www.blackberry.com)

From: Asbery, Thomas D COL USARMY CENAN (USA) <Thomas.D.Asbery@usace.army.mil

<mailto:Thomas.D.Asbery@usace.army.mil>>

Date: Saturday, Feb 29, 2020, 7:38 AM

To: Ludwig, Matthew A CIV USARMY CENAN (USA) <Matthew.A.Ludwig@usace.army.mil

<mailto:Matthew.A.Ludwig@usace.army.mil> >, Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil
<mailto:Joseph.J.Seebode@usace.army.mil> >, Gussenhoven, Richard B LTC USARMY CENAN (USA)

<Richard.B.Gussenhoven@usace.army.mil <mailto:Richard.B.Gussenhoven@usace.army.mil> >, Cosby, Matthew G CIV USARMY CENAN (USA) <Matthew.G.Cosby@usace.army.mil <mailto:Matthew.G.Cosby@usace.army.mil> >

Cc: Wells, Kenneth CIV CENAN CENAD (USA) < Kenneth. Wells@usace.army.mil < mailto: Kenneth. Wells@usace.army.mil>>, Ashton, Karan CIV LISARMY CENIAN (LISA) < Karan Ashton@usace.army.mil < mailto: Karan Ashton@usace.army.mil>> Ciorra Anthony.CIV



USARMY CENAN (USA) Anthony.Ciorra@usace.army.mil, John CIV USARMY CENAN (USA) Anthony.Ciorra@usace.army.mil, Tumminello, Paul CIV USARMY CENAN (USA) Paul.Tumminello@usace.army.mil

Subject: Expected completion of WHD and Seabright Dredging

Matt.

I need to know 24-48 hours out from completing the work.

NAD has directed us to run anything about WHD and Seabright and Weeks Marine through them.

What I want to do is make an announcement that we have completed the project and the dredges are departing. I have to have the statement/idea to make an announcement approved through NAD and HQs and I believe HQs would make the announcement themselves. This is why I need to be 24-48 hours ahead of your activity at both locations. I understand both jobs are near completion.

Need PAO to help manage a simple statement that we completed another significant CSRM project in NY and NY. Then be proactive that the dredges will return and complete the other scheduled work within their contract and ahead of the 2020 Hurricane Season.

Sorry I did not explain guidance better. Just want all of us tracking the same thing. COL A

Sent with BlackBerry Work (www.blackberry.com)

From: Ludwig, Matthew A CIV USARMY CENAN (USA) <Matthew.A.Ludwig@usace.army.mil <mailto:Matthew.A.Ludwig@usace.army.mil> >

Date: Friday, Feb 28, 2020, 20:51

To: Asbery, Thomas D COL USARMY CENAN (USA) < Thomas.D. Asbery@usace.army.mil

<mailto:Thomas.D.Asbery@usace.army.mil> >, Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil
<mailto:Joseph.J.Seebode@usace.army.mil> >, Merenda, Kevin J CIV USARMY CENAN (USA) <Kevin.J.Merenda@usace.army.mil
<mailto:Kevin.J.Merenda@usace.army.mil> >

 $\label{lem:cc:gussenhoven} \textbf{Cc: Gussenhoven} \\ \textbf{@usace.army.mil} \\ \textbf{Cman} \\ \textbf{(USA) < Richard.B.Gussenhoven} \\ \textbf{@usace.army.mil} \\ \textbf{(USA) < Richard.B.Gussenhoven} \\ \textbf{(USA) < Richard.B$

<mailto:Richard.B.Gussenhoven@usace.army.mil>>, Cosby, Matthew G CIV USARMY CENAN (USA)

<Matthew.G.Cosby@usace.army.mil <mailto:Matthew.G.Cosby@usace.army.mil> >, Wells, Kenneth CIV CENAN CENAD (USA)

<Anthony.Ciorra@usace.army.mil <mailto:Anthony.Ciorra@usace.army.mil> >, Cudd, Derek S CIV USARMY CENAN (USA)
Derek S Cudd@usace.army.mil <mailto:Derek S Cudd@usace.army.mil> > Pien Showen CIV USAPMY CENAN (USA)

<Derek.S.Cudd@usace.army.mil <mailto:Derek.S.Cudd@usace.army.mil>>, Bian, Shewen CIV USARMY CENAD (USA)

<Shewen.W.Bian@usace.army.mil <mailto:Shewen.W.Bian@usace.army.mil>>

Subject: RE: CCIR - Debris located at Westhampton

Sir, Kevin and I spoke this evening and the team will let us know when the dredge departs. The weather is keeping the dredge in safe harbor.

Matthew A. Ludwig, P.E.
Chief, Construction Division
Ph: 917-790-8222
Cell: 845-549-4894
Sent with BlackBerry Work
(www.blackberry.com http://www.blackberry.com)

From: Asbery, Thomas D COL USARMY CENAN (USA) <Thomas.D.Asbery@usace.army.mil

<mailto:Thomas.D.Asbery@usace.army.mil>>

Date: Friday, Feb 28, 2020, 8:33 PM

To: Seebode, Joseph J CIV CENAN CENAD (USA) < Joseph.J. Seebode@usace.army.mil

<mailto:Joseph.J.Seebode@usace.army.mil> >, Merenda, Kevin J CIV USARMY CENAN (USA) <Kevin.J.Merenda@usace.army.mil> >

Cc: Gussenhoven, Richard B LTC USARMY CENAN (USA) <Richard.B.Gussenhoven@usace.army.mil

<mailto:Richard.B.Gussenhoven@usace.army.mil>>, Cosby, Matthew G CIV USARMY CENAN (USA)

<Matthew.G.Cosby@usace.army.mil <mailto:Matthew.G.Cosby@usace.army.mil> >, Ludwig, Matthew A CIV USARMY CENAN (USA)

<Matthew.A.Ludwig@usace.army.mil <mailto:Matthew.A.Ludwig@usace.army.mil>>, Wells, Kenneth CIV CENAN CENAD (USA)

Kenneth.Wells@usace.army.mil <mailto:Kenneth.Wells@usace.army.mil>>, Ashton, Karen CIV USARMY CENAN (USA)

<Karen.Ashton@usace.army.mil <mailto:Karen.Ashton@usace.army.mil>>, Ciorra, Anthony CIV USARMY CENAN (USA)

< Anthony. Ciorra@usace.army.mil < mailto: Anthony. Ciorra@usace.army.mil >>, Cudd, Derek S CIV USARMY CENAN (USA)

<Derek.S.Cudd@usace.army.mil <mailto:Derek.S.Cudd@usace.army.mil>>, Bian, Shewen CIV USARMY CENAD (USA)

<Shewen.W.Bian@usace.armv.mil <mailto:Shewen.W.Bian@usace.armv.mil> >

Subject: RE: CCIR - Debris located at Westhampton

What is the status of the project? Will we complete dredging this weekend.

WE MUST ANNOUNCE COMPLETION OF DREDGING BEFORE THEY DEPART.

Sent with BlackBerry Work (www.blackberry.com)

From: Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil

<mailto:Joseph.J.Seebode@usace.army.mil>>

Date: Friday, Feb 28, 2020, 19:52

To: Merenda, Kevin J CIV USARMY CENAN (USA) < Kevin.J.Merenda@usace.army.mil < mailto: Kevin.J.Merenda@usace.army.mil > >, Asbery, Thomas D COL USARMY CENAN (USA) < Thomas.D.Asbery@usace.army.mil < mailto: Thomas.D.Asbery@usace.army.mil > >

Cc: Gussenhoven, Richard B LTC USARMY CENAN (USA) <Richard.B.Gussenhoven@usace.army.mil <mailto:Richard.B.Gussenhoven@usace.army.mil>>, Cosby, Matthew G CIV USARMY CENAN (USA)

<Matthew.G.Cosby@usace.army.mil <mailto:Matthew.G.Cosby@usace.army.mil>>, Ludwig, Matthew.A CIV USARMY CENAN (USA)

<Matthew.A.Ludwig@usace.army.mil <mailto:Matthew.A.Ludwig@usace.army.mil> >, Wells, Kenneth CIV CENAN CENAD (USA)

<Kenneth.Wells@usace.army.mil <mailto:Kenneth.Wells@usace.army.mil>>, Ashton, Karen CIV USARMY CENAN (USA)

<Karen.Ashton@usace.army.mil <mailto:Karen.Ashton@usace.army.mil>>, Ciorra, Anthony CIV USARMY CENAN (USA)

, Cudd, Derek S CIV USARMY CENAN (USA)

<Derek.S.Cudd@usace.army.mil <mailto:Derek.S.Cudd@usace.army.mil> >, Bian, Shewen CIV USARMY CENAD (USA)

<Shewen.W.Bian@usace.army.mil <mailto:Shewen.W.Bian@usace.army.mil> >

Subject: RE: CCIR - Debris located at Westhampton

Kevin-Thanks! I think you have us in a good place.

Please keep us in the loop as to what transpires and if any info comes to light on what the debris actually is. As always take photos of actions by NTSB if it is moved, etc

Good work by you and your team. Have a good weekend.

Joe

Sent with BlackBerry Work (www.blackberry.com)

From: Merenda, Kevin J CIV USARMY CENAN (USA) < Kevin.J.Merenda@usace.army.mil

<mailto:Kevin.J.Merenda@usace.army.mil>>

Date: Friday, Feb 28, 2020, 2:43 PM

To: Seebode, Joseph J CIV CENAN CENAD (USA) < Joseph J. Seebode@usace.army.mil

<mailto:Joseph.J.Seebode@usace.army.mil>>, Asbery, Thomas D COL USARMY CENAN (USA)

<Thomas.D.Asbery@usace.army.mil <mailto:Thomas.D.Asbery@usace.army.mil> >

Cc: Gussenhoven, Richard B LTC USARMY CENAN (USA) <Richard.B.Gussenhoven@usace.army.mil

<mailto:Richard.B.Gussenhoven@usace.army.mil>>, Cosby, Matthew G CIV USARMY CENAN (USA)

<Matthew.A.Ludwig@usace.army.mil <mailto:Matthew.A.Ludwig@usace.army.mil>>, Wells, Kenneth CIV CENAN CENAD (USA)

<Kenneth.Wells@usace.army.mil <mailto:Kenneth.Wells@usace.army.mil>>, Ashton, Karen CIV USARMY CENAN (USA)
<Karen.Ashton@usace.army.mil <mailto:Karen.Ashton@usace.army.mil>>, Ciorra, Anthony CIV USARMY CENAN (USA)

<Anthony.Ciorra@usace.army.mil <mailto:Anthony.Ciorra@usace.army.mil>>, Clord, Anthony CIV USARMY CENAN (USA)
<Anthony.Ciorra@usace.army.mil <mailto:Anthony.Ciorra@usace.army.mil>>, Cudd, Derek S CIV USARMY CENAN (USA)

<Derek.S.Cudd@usace.army.mil <mailto:Derek.S.Cudd@usace.army.mil>>, Bian, Shewen CIV USARMY CENAD (USA)

Sperior S. Cudu @usace.army.mii >, Dian, Snewen Civ USARmy Cenz

<Shewen.W.Bian@usace.army.mil <mailto:Shewen.W.Bian@usace.army.mil> >

Subject: RE: CCIR - Debris located at Westhampton

Joe,

By my directive, Shewen has been in contact with NTSB - see emails attached. The contractor and Residency will cooperate with any directions or inquiries from NTSB. We will continue to provide updates.

Please advise if someone else from USACE should be taking lead on this issue moving forward.

Respectfully,

Kevin

Kevin J. Merenda, P.E.

Area Engineer
Metro Area Office

US Army Corps OF Engineers
2545 Hempstead Turnpike, Suite 100
East Meadow, NY 11554
3 Chapel Avenue
Jersey City, NJ 07305
Building 130
Ft Hamilton, NY 11252
917 790-6153
917 816-2545 cel
718 630-5355 fax

----Original Message----

From: Seebode, Joseph J CIV CENAN CENAD (USA)

Sent: Friday, February 28, 2020 1:35 PM

To: Merenda, Kevin J CIV USARMY CENAN (USA) <Kevin.J.Merenda@usace.army.mil>; Asbery, Thomas D COL USARMY CENAN (USA) <Thomas.D.Asbery@usace.army.mil>

Cc: Gussenhoven, Richard B LTC USARMY CENAN (USA) <Richard.B.Gussenhoven@usace.army.mil>; Cosby, Matthew G CIV USARMY CENAN (USA) <Matthew.G.Cosby@usace.army.mil>; Ludwig, Matthew A CIV USARMY CENAN (USA)

<Matthew.A.Ludwig@usace.army.mil>; Wells, Kenneth CIV CENAN CENAD (USA) <Kenneth.Wells@usace.army.mil>; Ashton, Karen CIV USARMY CENAN (USA) <Karen.Ashton@usace.army.mil>; Ciorra, Anthony CIV USARMY CENAN (USA)

<Anthony.Ciorra@usace.army.mil>; Cudd, Derek S CIV USARMY CENAN (USA) <Derek.S.Cudd@usace.army.mil>; Bian, Shewen CIV USARMY CENAD (USA) <Shewen.W.Bian@usace.army.mil>

Subject: RE: CCIR - Debris located at Westhampton

Matt/Kevin--who has custody at this juncture? Is the debris out on the dredge or on shore at a facility?

Being particularly sensitive to visibility/media attention on USACE stuff on LI recently we may want to make an initial contact with NTSB with some of the facts to help move the removal as quickly as possible. I trust the contractor to do the right thing but we own the contract and showing quick action may thwart any opportunities for media to sour spin this, since it is the same two dredges that are getting all the attention for their upcoming relocation. I sense NTSB will be looking for a pretty good map that shows the location of the find. My sense is they would be appreciative of our communication and given the time elapsed this should go by without a ton of fanfare.

Joe

-----Original Message-----

From: Merenda, Kevin J CIV USARMY CENAN (USA)

Sent: Friday, February 28, 2020 1:15 PM

To: Asbery, Thomas D COL USARMY CENAN (USA) <Thomas.D.Asbery@usace.army.mil>

Cc: Gussenhoven, Richard B LTC USARMY CENAN (USA) <Richard.B.Gussenhoven@usace.army.mil>; Cosby, Matthew G CIV

USARMY CENAN (USA) <Matthew.G.Cosby@usace.army.mil>; Ludwig, Matthew A CIV USARMY CENAN (USA)

<Matthew.A.Ludwig@usace.army.mil>; Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil>; Wells,

Kenneth CIV CENAN CENAD (USA) <Kenneth.Wells@usace.army.mil>; Ashton, Karen CIV USARMY CENAN (USA)

<Karen.Ashton@usace.army.mil>; Ćiorra, Anthony CIV USARMY ĆENAN (USA) <Anthony.Ciorra@usace.army.mil>; Ćudd, Derek S CIV USARMY CENAN (USA) <Derek.S.Cudd@usace.army.mil>; Bian, Shewen CIV USARMY CENAD (USA)

<Shewen.W.Bian@usace.army.mil>

Subject: CCIR - Debris located at Westhampton

Importance: High

Sir,

CCIR Category: 15 - Other Date of Incident: 22 February 2020 Date of Report: 28 February 2020 Reporting Unit: CENAN-CO-M Home Station Command: NY District Where: Westhampton, NY

Incident Summary: As reported this morning by the Contractor, Weeks Marine, debris was dredged up a "few days ago". The debris appears to be part of an aircraft. Speculation is that it may be part of Flight 800 which crashed in the area in 1996 with no survivors.

Impact on Operations: None Has PNOK been notified: N/A Reason for Delay: No Delay

Actions Required: The contractor has been directed to inform NTSB and FAA about the debris and to follow any instructions given by these agencies.

Kevin J. Merenda, P.E. Area Engineer Metro Area Office US Army Corps OF Engineers 2545 Hempstead Turnpike, Suite 100 East Meadow, NY 11554
3 Chapel Avenue
Jersey City, NJ 07305
Building 130
Ft Hamilton, NY 11252
917 790-6153
917 816-2545 cel
718 630-5355 fax

----Original Message-----

From: Bian, Shewen CIV USARMY CENAD (USA)

Sent: Friday, February 28, 2020 10:30 AM

To: Merenda, Kevin J CIV USARMY CENAN (USA) <Kevin.J.Merenda@usace.army.mil>; Cudd, Derek S CIV USARMY CENAN

(USA) <Derek.S.Cudd@usace.army.mil>

Cc: Ortega, Michael CIV USARMY CENAN (USA) < Michael A. Ortega@usace.army.mil>; Ferguson, Ryan CIV USARMY CENAN

(USA) <Ryan.M.Ferguson@usace.army.mil> Subject: FW: Pictures - Plane Wing ??

Kevin/Derek:

FYSA; see below. Who should be notify if the debris is from flight 800? Please advise. Thanks

Shewen

-----Original Message-----

From: Matthew T. Henry [mailto:MTHenry@WeeksMarine.Com]

Sent: Friday, February 28, 2020 8:29 AM

To: Bian, Shewen CIV USARMY CENAD (USA) <Shewen.W.Bian@usace.army.mil>

Subject: [Non-DoD Source] FW: Pictures - Plane Wing ??

Please see the attached pictures from the Dredge BE Lindholm. They dredged this debris up a few days ago and the crew onboard thinks it might be a piece of a plane wing. They speculated TWA Flight 800 that exploded in 1996. We thought we should a least report it. Please advise if we should save the debris.

Thanks

Matt

Sent from Mail <Blockedhttps://go.microsoft.com/fwlink/?LinkId=550986> for Windows 10

From: Dredge B.E. Lindholm <mailto:Dredge.BELindholm@WeeksMarine.Com>

Sent: Friday, February 28, 2020 8:16 AM

To: Matthew T. Henry <mailto:MTHenry@WeeksMarine.Com>

Subject: Fw: Pictures - Plane Wing ??

Good morning Matt:

We dredged this up a few days ago - everyone is thinking it may be part of a plane wing. Not sure if this need to be reported. TWA Flight 800 exploded east of Moriches in 1996.

Captain Kent

From: Dredge B.E. Lindholm < Dredge.BELindholm@WeeksMarine.Com> Sent: Friday, February 28, 2020 7:07 AM

To: Dredge B.E. Lindholm < Dredge.BELindholm@WeeksMarine.Com>

Subject:

Sent from my Kyocera DuraForce, an AT&T 4G LTE smartphone

This email may contain confidential material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this message in error, please notify the sender by reply e-mail or contact the Weeks Marine IT Department at ITGroup@weeksmarine.com, and delete this message, along with any attachments, from your computer.

CLASSIFICATION: UNCLASSIFIED

Mail Attachment

From: Seebode, Joseph J CIV CENAN CENAD (USA) Joseph J. Seebode@usace.army.mil @

Subject: FW: WOSI & WHB Daily SITREP-20200305

Date: March 5, 2020 at 5:56 PM

To: Ciorra, Anthony CIV USARMY CENAN (USA) Anthony.Ciorra@usace.army.mil



So Magdalen did show up in Ll...

Sent with BlackBerry Work (www.blackberry.com)

From: Bian, Shewen CIV USARMY CENAD (USA) < hewen.W.Bian@usace.army.mil>

Date: Thursday, Mar 05, 2020, 5:06 PM

To: Asbery, Thomas D COL USARMY CENAN (USA) < Thomas.D. Asbery@usace.army.mil> Cc: Seebode, Joseph J CIV CENAN CENAD (USA) < Joseph. J. Seebode@usace.army.mil >, Ciorra, Anthony CIV USARMY CENAN (USA) < Anthony. Ciorra@usace.army.mil>, O'Donnell, Sean B CIV USARMY CENAN (USA) < Sean.B.O'Donnell@usace.army.mil>, Soltes, Brittney R CIV USARMY CENAN (USA) < Rrittney.R.Soltes@usace.army.mil, Merenda, Kevin J CIV USARMY CENAN (USA) <Kevin.J.Merenda@usace.army.mil>, Cudd, Derek S CIV USARMY CENAN (USA) < Derek.S. Cudd@usace.army.mil>, Minguillo, Janeen S CIV USARMY CENAN (USA) < Janeen.S.Minguillo@usace.army.mil >, Ludwig, Matthew A CIV USARMY CENAN (USA) < Matthew.A.Ludwig@usace.army.mil>, Ashton, Karen CIV USARMY CENAN (USA) <Karen.Ashton@usace.army.mil>, Verga, Francesco (Frank) CIV USARMY CENAN (USA) <u>Frank.Verga@usace.army.mil</u>
, Rice, Suzana S CIV USARMY CENAN (USA) <suzana.s.rice@usace.army.mil>, Bocamazo, Lynn M CIV USARMY CENAN (USA) <<u>Lynn.M.Bocamazo@usace.army.mil</u>>, Radwan, Ahmed M CIV USARMY USACE (USA) <a href="mailto:, Liranzo, Eliezer CIV USARMY CENAN (USA) <Eliezer.Liranzo@usace.army.mil>, Tumminello, Paul CIV USARMY CENAN (USA)

< Paul. Tumminello@usace.army.mil >, Salim, Rifat CIV CENAN CENAD (USA)

< Rifat. Salim@usace.army.mil>

Subject: WOSI & WHB Daily SITREP-20200305

Sir.

Good News: Mr. Steve Castleton (Secretary of The Army; Civilian Aide) tour the dredge Illinois and the fill site this morning; he awarded a coin to the Dredge Captain. We also visited Westhampton beach project and try to catch the beach fill placement in action but missed it by few minutes. FYSA; Mr. Castleton was very impressed with the progress of beach restoration and express interest for a hopper dredge visit when the dredges returned to finish the Fire Island project.

WOSI:

Dredging/Beach Fill - The dredge Illinois was successfully tow out to the borrow site around 1300 hour today; dredging and beach fill activities are anticipate to resume around 1800 hour. The beach fill activities will continue to progress westward from ~station 16+00. Total estimated placement to date remains 394,487 CY; this quantity spans between stations 0+00 to ~19+00.

Dune Grass & Sand Fence - Dune grass planting and sand fence installation are continuing; this task is expected to be completed by 21 March 2020.

ESA Signs - Contractor have completed installation of all four (4) ESA Signs on 3 March 2020.

WHB:

Sand placed to date: 1,170,699 CY Sand placement remaining: 27,431 CY

Estimated completion of dredging: 6 Mar 2020

Status: All three dredges (Magdalen, B.E. Lindholm and R.N. Weeks) are actively dredging today. The dredging for this contract is anticipate to be completed by 6 March 2020.

Respectfully,

Shewen Bian, Project Engineer/COR U.S. Army Corps of Engineers Metro East Resident Office 2545 Hempstead Turnpike, Suite 100 East Meadow, NY 11554

Tel: 917-790-6251 Cell: 646-942-4532





WHB Progress WOSI Progress Photos...05.pdf Photos...05.pdf



















From: Merenda, Kevin J CIV USARMY CENAN (USA) Kevin.J.Merenda@usace.army.mil

Subject: RE: FIMI Update - Still on Schedule

Date: March 6, 2020 at 1:25 PM

To: Ludwig, Matthew A CIV USARMY CENAN (USA) Matthew.A.Ludwig@usace.army.mil,

Ashton, Karen CIV USARMY CENAN (USA) Karen. Ashton@usace.army.mil

Cc: Ferguson, Ryan CIV USARMY CENAN (USA) Ryan.M.Ferguson@usace.army.mil, Cudd, Derek S CIV USARMY CENAN (USA)

Derek.S.Cudd@usace.army.mil, Bian, Shewen CIV USARMY CENAD (USA) Shewen.W.Bian@usace.army.mil,

Minguillo, Janeen S CIV USARMY CENAN (USA) Janeen.S.Minguillo@usace.army.mil

FYI, 2 recent news articles regarding FIMI

https://nypost.com/2020/02/22/fire-island-dredging-halted-for-emergency-beach-project-near-mar-a-lago/

https://www.newsday.com/long-island/suffolk/fimi-army-corps-of-engineers-dredges-1.42115700

Kevin J. Merenda, P.E.
Area Engineer
Metro Area Office

US Army Corps OF Engineers
Description
State 100
East Meadow, NY 11554
Chapel Avenue
Jersey City, NJ 07305
Building 130
Ft Hamilton, NY 11252
917 790-6153
917 816-2545 cel
718 630-5355 fax

-----Original Message-----

From: Ferguson, Ryan CIV USARMY CENAN (USA)

Sent: Friday, March 6, 2020 10:20 AM

To: Merenda, Kevin J CIV USARMY CENAN (USA) <<u>Kevin.J.Merenda@usace.army.mil</u>>; Cudd, Derek S CIV USARMY CENAN (USA) <<u>Derek.S.Cudd@usace.army.mil</u>>; Bian, Shewen CIV USARMY CENAD (USA) <<u>Shewen.W.Bian@usace.army.mil</u>>; Minguillo, Janeen S CIV USARMY CENAN (USA) <<u>Janeen.S.Minguillo@usace.army.mil</u>>

Subject: FW: FIMI Update - Still on Schedule

Team,

FYI. Just wanted to make sure everyone is in the loop for this. Please advise if distribution to Executive Office or PAO is required.

Thank you,

Ryan Ferguson

Project Engineer/COR

Metro East Resident Office, USACE

Office: (917) 790 - 6156

Cell: (347) 556 - 0725

From: Karen Kee [mailto:karenkee@optonline.net]

Sent: Friday, March 6, 2020 10:16 AM

To: Ferguson, Ryan CIV USARMY CENAN (USA) < Ryan.M.Ferguson@usace.army.mil>

Subject: [Non-DoD Source] FW: FIMI Update - Still on Schedule



Ryan: FYI: I doubt my statements about my full respect for the NY District and the Corps ever make their way into the news because that is not seen as news.

Heads up to a second article – and I am probably quoted – but the articles are just about the Schumer / Zeldin issue and I hope, not about the Corps.

This was just sent by me to my OBP email list

Karen M. Kee

(646) 275 - 2067

From: Karen Kee <<u>karenkee@optonline.net</u> <<u>mailto:karenkee@optonline.net</u>>> Reply-To: Karen Kee <<u>karenkee@optonline.net</u><= <u><mailto:karenkee@optonline.net</u>>>

Date: Friday, March 6, 2020 at 10:06 AM

To: Karen Kee < karenkee@optonline.net < mailto:karenkee@optonline.net > >

Subject: FIMI Update - Still on Schedule

View this email in your browser <Blockedhttps://mailchi.mp/e5c5477720de/fimi-update-still-on-schedule?e=ba42da362c>

FIMI Update - Still on Schedule

A second article in the NY Post will be published this Sunday. Nothing has changed in the scheduled arrival of the dredges; the expected completion date published by the Corps is still May 18th with a contract deadline of June 19th – enough leeway for the schedule to absorb delays and still meet the contractual deadline.

These two articles are more about the political environment with quotes from Senator Chuck Schumer and Congressman Lee Zeldin. I don't know what quotes will be used, (I was one of the people interviewed for this second article).

What is important to us, what the bottom line remains to be, is that our sand will arrive with the contract deadline of June 19th being met. We don't know how long the Florida project will take; we know the Westhampton project is wrapping up within the next few days. We know the dredges to be used in Florida will shorten the job. We don't know if the Westhampton delay or the Florida delay came from political influence; we do know the vendor has the right to leave one project to work on another project as long as the delivery of the contract date is not threatened. Fair? No, but not something over which we have any control.

So this is a heads-up that we'll be in the news again, but – there is No News.

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utm_source=freemium_newsletter&utm_medium=email&utm_campaign=monkey_rewards&aid=8bb4ca5bbddf10d36067a7fda&afl=1>

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u=8bb4ca5bbddf10d36067a7fda&id=6fea92ea6b&e=ba42da362c>

From: Seebode, Joseph J CIV CENAN CENAD (USA) Joseph.J.Seebode@usace.army.mil

Subject: RE: Dredge in NY

Date: March 12, 2020 at 11:21 AM

To: Albritton, Shirley K CPT USARMY CENAD (USA) Shirley.K.Albritton@usace.army.mil



Shirley-the Weeks dredges completed work at Westhampton last Friday per the basic schedule we had socialized. The work on the Jersey shore also reached a logical stopping point the week before and has ended for the next few weeks. We notified all of the elected officials about Westhampton by e-mail

at the end of last week. None of the electeds desired any press or fanfare, and the return of the dredges in late spring to complete by the June contract date will be the next major milestone. We gave the navigation program manager updated info for the weekly hopper dredge report.

The WOSI project is about 2/3 complete (with the Cutterhead Dredge Illinois) and remains on schedule for completion at end of March. We expect there will be a press event and media when that job completes.

We expect the dredges to return to NY and NJ at the end of April to complete FIMI and the Jersey Shore. Please let me know if you have any additional questions.

Joe

Sent with BlackBerry Work (www.blackberry.com)

From: Albritton, Shirley K CPT USARMY CENAD (USA) < Shirley.K.Albritton@usace.army.mil >

Date: Thursday, Mar 12, 2020, 8:52 AM

To: Seebode, Joseph J CIV CENAN CENAD (USA) <Joseph.J.Seebode@usace.army.mil>

Subject: Dredge in NY

Joe,

Has the dredge from NY left for Florida yet? The CG was asking about the status. Thanks!

Very respectfully,

CPT Shirley K. Albritton, PMP Aide-de-Camp to MG Jeffrey Milhorn Commanding General North Atlantic Division U.S. Army Corps of Engineers Bldg 302 General Lee Ave Fort Hamilton, NY 11252 C-347-406-4738 O-347-370-4502 From: Emanuel, Nicholas CIV USARMY CENAN (USA) Nicholas.P.Emanuel@usace.army.mil

Subject: RE: Modification P00002 for Contract W912DS19C0025

Date: March 19, 2020 at 12:51 PM

To: Melody Treme MATreme@WeeksMarine.Com, Schenning, Sandra L CIV USARMY CENAN (USA)

Sandra.L.Schenning@usace.army.mil, Maley, Kenneth F CIV USARMY CENAN (USA) Kenneth.F.Maley@usace.army.mil,

Kara, Paul F CIV USARMY CENAN (USA) Paul.F.Kara@usace.army.mil

Cc: SJChatry@weeksmarine.com, crbrousard@weeksmarine.com crbroussard@weeksmarine.com, Brett G. Dupuis

BGDupuis@WeeksMarine.Com, Doug E. Nelson DENelson@WeeksMarine.Com, Shea, Jason A CIV USARMY CENAN (USA)

Jason.A.Shea@usace.army.mil

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ı	moa

V/R.

Nick

Nicholas Emanuel Contracting Officer U.S. Army Corps of Engineers **New York District** Phone: 917-790-8069

Fax: 212-264-3013

----Original Message----

From: Melody Treme [mailto:MATreme@WeeksMarine.Com]

Sent: Thursday, March 19, 2020 12:32 PM

To: Emanuel, Nicholas CIV USARMY CENAN (USA) < Nicholas.P.Emanuel@usace.army.mil>; Schenning, Sandra L CIV USARMY

CENAN (USA) <Sandra.L.Schenning@usace.army.mil>; Maley, Kenneth F CIV USARMY CENAN (USA)

< Kenneth.F.Maley@usace.army.mil>, Kara, Paul F CIV USARMY CENAN (USA) < Paul.F.Kara@usace.army.mil>

Cc: <u>SJChatry@weeksmarine.com</u>; <u>crbrousard@weeksmarine.com</u> < <u>crbroussard@weeksmarine.com</u>; <u>Brett G. Dupuis</u>

<BGDupuis@WeeksMarine.Com>; Doug E. Nelson <DENelson@WeeksMarine.Com> Subject: [Non-DoD Source] Modification P00002 for Contract W912DS19C0025

Attached please find signed Modification P00002 for Contract W912DS19C0025.

Thank you,

Melody Treme

Weeks Marine, Inc.

304 Gaille Drive

Covington, LA 70433

Direct (985) 875-2526

matreme@weeksmarine.com <mailto:matreme@weeksmarine.com>

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AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT	I. CONTRACT	TID CODE	PAGE OF PAGES
					1 12
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECTN	O.(Ifapplicable)
P00002	05-Mar-2020	SEE SCHEDULE			
6. ISSUED BY CODE	W912DS	7. ADMINISTERED BY (Ifother than item6)	CC	DDE	
US ARMY CORPS OF ENGINEERS, NEWYORK 26 FEDERAL PLAZA, RM 16-300 NEWYORK NY 10278-0090		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street County	State and Zip Code)	9A. AMENDM	IENT OF SOL	ICITATION NO.
WEEKS MARINE, INC. STEPHEN CHATRY 304 GAILLE DR	, 2201, 2021.), .		9B. DATED (S	SEE ITEM 11)
COVINGTON LA 70433-9125			X 10A MOD 01 W912DS19C0	F CONTRACT	ORDER NO.
CODE 1RHV3	FACILITY COL		X 20-Sep-2019	(SEE ITEM 1	3)
		PPLIES TO AMENDMENTS OF SOLIC			
The above numbered solicitation is amended as set forth			is extended,	is not exten	ded.
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED A THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this arr provided each telegramor letter makes reference to the separate of t	copies of the amendment ference to the solicitation of ERECEIPTOFOFFERS endment you desire to characteristic to characteristic solicitation and this amendation	nt; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED Inge an offer already submitted, such change may b	ont on each copy of the on A CKNOWLEDGMENT O MAY RESULT IN Die made by telegram or le	ГТОВЕ	
		O MODIFICATIONS OF CONTRACTS			
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).					
X C. THIS SUPPLEMENT AL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1					
D. OTHER (Specify type of modification and a	authority)				
E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: e3ct9ss820219 The purpose of this modification is to: 1. extend the performance period for aw arding options 2. Options may be aw arded by the Government on or before April 30th 2020.					
This is a no cost modification. All terms and conditions remain unchanged. Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as herefore changed, remains unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the do	cument referenced in Items	9A or 10A, as heretofore changed, remains unchar	nged and in full force an	d effect	
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO		ICER (Type o	r print)
Charles Broussard Jr., Vice P	resident	Nicholas Enainttel Contracting TEL: 9 7-790-8069	EMAIL: Nicholas.P.	Emanuel@usace.ar	my.mil
15B. CONTRACTOR/OFFICKOR	15C. DATE SIGNED 3/17/2020	D 16B. UNITED STATES OF AMEI		16C	. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Of		ANDARDEO	

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00 00 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

The following have been added by full text: <u>DELIVERY INFORMATION</u>

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC/ CAGE
0001	N/A	N/A	N/A	N/A
0001A <i>A</i>	A 01-MAR-2020	1	SOUTHERN RESIDENCY NJ AREA OFFIC PAUL S. JALOWSKI NJ AREA OFFICE SOUTHERN RESIDENC 5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640 609-562-1708 FOB: Destination	
0001AE	3 01-MAR-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0002	01-MAR-2020	1,330,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0003	01-MAR-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0004	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0005	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0006	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0007	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
8000	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS

0009	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0010	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) W9 FOB: Destination	
0011	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0012	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0013	POP 31-AUG-2020 TO 01-MAR-2021	N/A	US ARMY CORPS OF ENGINEERS, MCGUIRE PAUL S. JALOWSKI NEW JERSEY AREA OFFICE SOUTHERN 5352 DELAWARE AVENUE JOINT BASE MCGUIRE NJ 08640 FOB: Destination	W912DS
0014	POP 31-AUG-2020 TO 01-MAR-2021	N/A	SOUTHERN RESIDENCY NJ AREA OFFIC PAUL S. JALOWSKI NJ AREA OFFICE SOUTHERN RESIDENC 5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640 609-562-1708 FOB: Destination	
0015	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0016	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0017	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0018	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0019	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0020	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0021	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0022	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0023	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS

0024	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0025	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS
0026	N/A	N/A	N/A	N/A
0027	N/A	N/A	N/A	N/A
0028	N/A	N/A	N/A	N/A
0029	N/A	N/A	N/A	N/A
0030	POP 31-AUG-2020 TO 01-MAR-2021	N/A	SOUTHERN RESIDENCY NJ AREA OFFICEW912D PAUL S. JALOWSKI NJ AREA OFFICE SOUTHERN RESIDENCY 5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640 609-562-1708 FOB: Destination	
0031	POP 31-AUG-2020 TO 01-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DS

SECTION 00 10 00 - SOLICITATION

The following Delivery Schedule Item has been deleted from CLIN 0004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
01-MAR-2020	45,000	SOUTHERN RESIDENCY NJ AREA OFFICE PAUL S. JALOWSKI NJ AREA OFFICE SOUTHERN RESIDENCY 5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640 609-562-1708 FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC/
			CAGE

POP 30-APR-2020 TO

01-MAR-2021

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0005 has been added:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC/

CAGE

POP 30-APR-2020 TO

01-MAR-2021

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708

FOB: Destination

The following Delivery Schedule for CLIN 0006 has been added:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC/

CAGE

POP 30-APR-2020 TO

01-MAR-2021

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0007 has been added:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC/

CAGE

POP 30-APR-2020 TO

01-MAR-2021

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708

609-562-1708 FOB: Destination The following Delivery Schedule for CLIN 0008 has been added:

N/A

N/A

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC/

CAGE

POP 30-APR-2020 TO

01-MAR-2021

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0009 has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC/

CAGE

POP 30-APR-2020 TO

01-MAR-2021

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0010 has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC/ CAGE

POP 30-APR-2020 TO

01-MAR-2021

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0011 has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC/ CAGE

POP 30-APR-2020 TO

01-MAR-2021

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0012 has been added:

N/A

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

POP 30-APR-2020 TO N/A SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

01-MAR-2021 PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0013 has been added:

N/A

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC /

CAGE

POP 30-APR-2020 TO

01-MAR-2021

US ARMY CORPS OF ENGINEERS,

MCGUIRE

W912DS

MCGOIRE

PAUL S. JALOWSKI

NEW JERSEY AREA OFFICE SOUTHERN 5352 DELAWARE AVENUE JOINT BASE

MCGUIRE NJ 08640 FOB: Destination

The following Delivery Schedule for CLIN 0014 has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

POP 30-APR-2020 TO N/A SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

01-MAR-2021 PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX

LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0015 has been added:

SHIP TO ADDRESS DODAAC/ **DELIVERY DATE** QUANTITY CAGE

POP 30-APR-2020 TO

01-MAR-2021

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX

LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0016 has been added:

N/A

DODAAC/ DELIVERY DATE QUANTITY SHIP TO ADDRESS CAGE

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS POP 30-APR-2020 TO N/A

PAUL S. JALOWSKI 01-MAR-2021

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0017 has been added:

N/A

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC/ CAGE

POP 30-APR-2020 TO

01-MAR-2021

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX

LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0018 has been added:

DODAAC/ **DELIVERY DATE** QUANTITY SHIP TO ADDRESS **CAGE**

POP 30-APR-2020 TO

01-MAR-2021

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0019 has been added:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC/

CAGE

POP 30-APR-2020 TO

01-MAR-2021

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708

FOB: Destination

The following Delivery Schedule for CLIN 0020 has been added:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC/

CAGE

POP 30-APR-2020 TO

01-MAR-2021

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0021 has been added:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC/

CAGE

POP 30-APR-2020 TO 01-MAR-2021

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX

LAKEHURST NJ 08640

609-562-1708 FOB: Destination The following Delivery Schedule for CLIN 0022 has been added:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC/

CAGE

POP 30-APR-2020 TO

01-MAR-2021

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0023 has been added:

DELIVERY DATE

OUANTITY

SHIP TO ADDRESS

DODAAC/

CAGE

POP 30-APR-2020 TO

01-MAR-2021

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0024 has been added:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC/

CAGE

POP 30-APR-2020 TO 01-MAR-2021 N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0025 has been added:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC / CAGE POP 30-APR-2020 TO 01-MAR-2021

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708 FOB: Destination

The following Delivery Schedule for CLIN 0030 has been added:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC/

CAGE

POP 30-APR-2020 TO

01-MAR-2021

N/A

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708

FOB: Destination

The following Delivery Schedule for CLIN 0031 has been added:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC/

CAGE

POP 30-APR-2020 TO

01-MAR-2021

N/A

SOUTHERN RESIDENCY NJ AREA OFFICEW912DS

PAUL S. JALOWSKI

NJ AREA OFFICE SOUTHERN RESIDENCY

5352 DELARE AVENUE JOINT BASE MCGUIRE-DIX LAKEHURST NJ 08640

609-562-1708

FOB: Destination

The following have been modified: TOTALS/NOTES

NOTES:

- 1. Materially unbalanced bids will be rejected. An unbalanced bid is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other
- 2. The bidders are required to bid on all items or their bid will be rejected.

- 3. The low bidder for the purpose of award will be the confirming responsible bidder offering the lowest amount for the Total Base Bid and optional bid items.
- 4. Line item 0003 is pre-priced at \$100,000 and this price shown may not be changed. See Section 01 78 00 for Final Record Drawing definition and requirement.
- 5. The Bid Acceptance Period is as stated on Standard Form 1442.
- 6. Tapering are included in the items and exact locations are on the plan sheets.
- 7. All base work must be completed by March 1, 2020 due to environmental restrictions. . No work will occur between March 1, 2020, and October 15, 2020. No work will be allowed after March 1, 2021.
- 8. The government may exercise options within 315 day of NTP. Option work, if exercised, must be complete by March 1, 2021. The USACE will coordinate with the contractor to maximize the placement area next to adjacent base or option sectors.
- 9. CLIN0031 (Option28) may be exercised if option work exercised exceeds the March 1, 2020 restriction.
- 10. The Government is under no obligation to exercise/award any option. No additional time will be added for exercised options.

(End of Summary of Changes)