

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 11-Sep-2003	4. REQUISITION/PURCHASE REQ. NO. W68MD9-3209-8247	5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755	CODE DACW67	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. DACW67-03-B-0015	
		X	9B. DATED (SEE ITEM 11) 22-Aug-2003	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ 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 DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/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 ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> 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.) DACW67-03-B-0015, Swinomish Channel and Squalicum Waterway Maintenance Dredging, Skagit County and Whatcom County, Washington 1. This amendment one (0001) provides for the following changes: (a.) Revisions to Sections 00800 SPECIAL CLAUSES, 01002 Supplementary Requirements for Dredging, 01025 Measurement and Payment, 01061 Environmental Protection, 01451 Contractor Quality Control, and 02482 Dredging. (b.) Revision A to drawing sheets 3, 10 and 11.				
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)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 11-Sep-2003	

2. The attached revised sections are to be replaced in their entirety. Specifications changes are generally identified, for convenience, either by strikeout for deletions, and double underlining of text for additions or a single dark line in the right hand margin. All portions of the revised or new pages shall apply whether or not changes have been indicated.

3. The date and time of bid opening of September 22, 2003 at 2:00 p.m. LOCAL TIME remains the same.

4. NOTICE TO BIDDERS: Bidders must acknowledge receipt of this amendment by number and date on bid or by telegram. Please mark outside of envelope in which your bid is enclosed to show amendment received.

Encl:

Section 00800 (revised)

Section 01002 (revised)

Section 01025 (revised)

Section 01061 (revised)

Section 01451 (revised)

Section 02482 (revised)

Drawing Sheet 3 (revised)

Drawing Sheet 10 (revised)

Drawing Sheet 11 (revised)

TABLE OF CONTENTS

SPECIAL CLAUSES

<u>PARAGRAPH NO.</u>	<u>PARAGRAPH TITLE</u>
SC-1	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
SC-1.1	<u>DELETED</u> - OPTION FOR INCREASED QUANTITY
SC-2	LIQUIDATED DAMAGES - CONSTRUCTION
SC-3	<u>DELETED</u> - TIME EXTENSIONS
SC-4	VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS
<u>SC-5</u>	<u>INSURANCE – WORK ON A GOVERNMENT INSTALLATION</u>
<u>SC-5.1</u>	<u>REQUIRED INSURANCE IN ACCORDANCE WITH FAR 28.307-2</u>
SC- 56	CONTINUING CONTRACTS
SC- 67	PERFORMANCE OF WORK BY THE CONTRACTOR
SC- 78	PHYSICAL DATA
SC- 89	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
SC- 910	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

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SECTION 00800

SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (FAR 52.211-10).

The Contractor shall be required to (a) commence work under this Contract within 5 calendar days after the date the Contractor receives the notice to proceed, and shall be mobilized and ready to commence dredging within 10 calendar days after the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 14 February 2004. The time stated for completion shall include final cleanup of the premises. See Sections ENVIRONMENTAL PROTECTION and DREDGING for dredging restrictions and order of dredging.

It is anticipated the successful offeror will receive the notice to proceed by September 30, 2003. The completion date will not be extended.

SC1.1 DELETED

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000) (FAR 52.211-12)

(a) 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 \$966.00 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.

SC-3. DELETED

SC-4. VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995) (EFARS 52.212-5001): This variation in estimated quantities clause is applicable only to Item Nos. 0002, 0003 and 0005.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items Nos. 0002, 0003 and 0005 is less than 85 % of the quantity of the first sub-item listed under such item, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. 0002, 0003 and 0005 exceeds 115 percent or is less than 85 percent of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. 0002, 0003 and 0005 exceeds 115 % or is less than 85 % of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this Contract that require work on a Government installation 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.

SC-5.1 REQUIRED INSURANCE IN ACCORDANCE WITH FAR 28.307-2:

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(a) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing the Contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Vessel liability. When Contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

(6) Environmental Liability. If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-56. CONTINUING CONTRACTS (EFARS 52.232-5001) (MAR 1995)

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

(b) The sum of \$100,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract, except as specifically provided in paragraphs (f) and (i) below. No such

failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

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

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

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

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

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

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

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

SC-67. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): |
The Contractor shall perform on the site, and with its own organization, work equivalent to at least forty percent (40%) of the total amount of work to be performed under the Contract. The 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.

The Contractor must perform at least 40% of the volume dredged with its own equipment or equipment owned by another Small Business concern.

SC-78. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. Squalicum Waterway and Swinomish Channel:

(1) Physical Conditions: The physical conditions shown on the drawings and in the specifications are the result of soundings taken during the period shown. Predredging and postdredging surveys from previous channel maintenance are available for inspection in Operations Division at the Seattle District, U.S. Army Corps of Engineers, 4735 East Marginal Way South, Seattle, Washington. Each offeror should investigate the tidal and current conditions unique to the Swinomish Channel and Squalicum Waterway areas and Rosario Strait open water disposal site and should satisfy himself before submitting its offer as to the hazards likely to arise from tidal and current conditions.

(2) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(3) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

(4) Condition of Area: The condition of the area when last surveyed is shown on the drawings. Topography is in feet and represents elevation with reference to mean lower low water (M.L.L.W.).

(5) Obstruction of Channel: The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the Rivers and Harbors Act approved 8 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the Contract in navigable waters or on shore.

(6) Datum and Bench Marks: The plane of reference is mean lower low water (M.L.L.W.).

b. Swinomish Channel:

(1) Vessel Traffic: Vessel traffic at dredging and disposal sites is moderate to heavy and consists of commercial fishing boats, pleasure craft, tugs, barges, log rafts, and gillnet boats and ferry traffic.

(2) Local Conditions: Utility locations and elevations are approximate, and it shall be the Contractor's responsibility to obtain exact locations and elevations from owners.

(a) Bridges. There are three fixed bridges and one swing bridge across Swinomish Channel. The Burlington Railway swing bridge is located at the northerly end of the channel. It has a horizontal clearance of 100 feet and is left in an open position until there is train traffic. There are two fixed State Highway 20 bridges immediately south of swing bridge with horizontal clearance of 160 feet and vertical clearance of 75 feet at M.H.W. The Highway fixed bridge at La Conner has a horizontal clearance of 300 feet and vertical clearance at M.H.W. of 75 feet.

(b) Overhead, Underground, and Underwater Facilities. Clearances of overhead, underground, and underwater facilities are shown when known. The overhead telephone cable near the State Highway 20 crossing of Swinomish Channel has a vertical (controlling) clearance of 72 feet authorized. Each offeror shall satisfy himself as to accuracy of location and clearance by consultation with owners of the facilities. See National Oceanic and Atmospheric Association (NOAA) Chart 18427 for approximate location of known overhead power and television cables.

c. Squalicum Waterway:

(1) Waterway Traffic: Ship traffic is moderate to heavy and consists of freight boats, pleasure craft, tugs, barges, commercial fishing boats and log rafts.

(2) Local Conditions: Utility locations and elevations are approximate, and it shall be Contractor's responsibility to obtain exact locations and elevations from owners.

SC-89. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAY 1999)-(EFARS 52.231-5000)

(a) This clause does not apply to terminations. See 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 VIII. 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 small purchase threshold, 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.

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at http://www.access.gpo.gov/su_docs.

SC-910. CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)(DOD FAR SUPP 252.236-7001)

(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 which might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general—

- (1) Large scale drawings shall govern small scale drawings; 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 which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or 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 in the index of drawings attached at the end of the Special Clauses.

INDEX OF DRAWINGS

Swinomish River Channel and Squalicum Waterway Maintenance Dredging,
Washington

File Number: E-6-3-297

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
1	G-1	Title, Vicinity Map and Drawing Index		03 July 30
2	G-2	General Plan, Swinomish Channel		03 July 30
3	G-3	General Plan, Squalicum Waterway	<u>A</u>	03 <u>Sep 4</u>
4	O-1	Swinomish Channel, Sta. 0+00 to Sta. 54+00		03 July 30
5	O-2	Swinomish Channel, Sta. 110+00 to Sta. 172+00		03 July 30
6	O-3	Swinomish Channel, Sta. 285+00 to Sta. 348+00		03 July 30
7	O-4	Swinomish Channel, Sta. 341+00 to Sta. 408+00		03 July 30
8	O-5	Swinomish Channel, Sta. 400+00 to Sta. 467+00		03 July 30
9	O-6	Swinomish Channel, Sta. 458+00 to Sta. 525+00		03 July 30
10	O-7	Squalicum Waterway, Sta. 5+00 to Sta. 40+00	<u>A</u>	03 <u>Sep 4</u>
11	O-8	Squalicum Waterway, Sta. 35+00 to Sta. 70+00	<u>A</u>	03 <u>Sep 4</u>

REFERENCE DRAWINGS

Reference drawings provided show conditions at time of construction. These drawings are furnished for information only and the Government does not warrant that conditions will be exactly as shown. Minor deviations can be anticipated and shall not be the basis for a claim for extra compensation.

DRAWING NUMBER	REF. SHEET NUMBER	PLATE NUMBER	TITLE	DATE
E-6-3-298			<u>SWINOMISH CHANNEL</u>	
	1	C-1	Sta. 0+00 to Sta. 54+00, Condition 11-13, 24-27 March 2003	03 Aug 14
	2	C-2	Sta. 51+00 to Sta. 114+00, Condition 11-13, 24-27 March 2003	03 Aug 14
	3	C-3	Sta. 106+00 to Sta. 172+00, Condition 11-13, 24-27 March 2003	03 Aug 14
	4	C-4	Sta. 160+00 to Sta. 231+00, Condition 11-13, 24-27 March 2003	03 Aug 14
	5	C-5	Sta. 229+00 to Sta. 290+00, Condition 11-13, 24-27 March 2003	03 Aug 14
	6	C-6	Sta. 285+00 to Sta. 348+00, Condition 11-13, 24-27 March 2003	03 Aug 14
	7	C-7	Sta. 341+00 to Sta. 408+00, Condition 11-13, 24-27 March 2003	03 Aug 14
	8	C-8	Sta. 400+00 to Sta. 467+00, Condition 11-13, 24-27 March 2003	03 Aug 14
	9	C-9	Sta. 458+00 to Sta. 525+00, Condition 11-13, 24-27 March 2003	03 Aug 14
	10	C-10	Sta. 514+00 to Sta. 582+00, Condition 11-13, 24-27 March 2003	03 Aug 14
	11	C-11	Sta. 574+00 to Sta. 642+00, Condition 11-13, 24-27 March 2003	03 Aug 14
	12	C-12	Sta. 629+00 to Sta. 691+00, Condition 11-13, 24-27 March 2003	03 Aug 14
E-9-7-66			<u>SQUALICUM WATERWAY</u>	
	1	C- 131	Squalicum Waterway Sta. 5+00 to 40+00	03 Jul 17
	2	C- 142	Squalicum Waterway Sta. 35+00 to 70+00	03 Jul 17

DRAWINGS BOUND IN THE SPECIFICATIONS

DRAWING NUMBER	SHEET NUMBER	TITLE
		SECTION 02482 - DREDGING
EXHIBIT 1	2 of 2	Swinomish Channel Maintenance Dredging (Rosario Strait Open Water Disposal Site)
EXHIBIT 2	Plan & Section	New Marine Habitat Bench

END OF SECTION

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SECTION 01002

SUPPLEMENTARY REQUIREMENTS FOR DREDGING

1. PROPOSED PROJECT MODIFICATIONS: Price proposals for proposed modifications shall be submitted in accordance with the requirements of the Contract Clause MODIFICATION PROPOSALS - PRICE BREAKDOWNS. If change order work impacts or delays other unchanged contract work, the costs of such impacts or delays shall be included in the proposals and separately identified. Additional instructions for submitting price proposals can be found in NPSP-415-1-1, INSTRUCTION AND INFORMATION FOR CONTRACTORS, a copy of which will be furnished to the Contractor at the Preconstruction Conference. For information applicable to equipment rates used in contract modifications, refer to 00800 - SPECIAL CLAUSES, clause "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE".

2. PROGRESS CHART

2.1 Instruction and Information herein supplement requirements of Paragraph PROGRESS CHARTS AND REQUIREMENTS FOR OVERTIME WORK of the CONTRACT CLAUSES. Additional instructions are contained in Chapter III of the INSTRUCTIONS AND INFORMATION FOR CONTRACTORS, a manual furnished to Contractor by Contracting Officer. This manual is available for inspection in the office of Seattle District, Corps of Engineers, at 4735 East Marginal Way South, Seattle, Washington.

2.2 Progress Chart shall show the total bid amount distributed among the features shown on the chart. The schedule shall show the percentage of completion at close of each weekly period. This percentage shall be based on percentage of physical completion of work.

2.3 Progress Chart shall be submitted within 10 calendar days after date of receipt of notice to proceed.

3. CONDITION AND SURVEY CROSS-SECTIONS: Drawings showing condition surveys and cross section sheets are furnished for information purposes.

4. GOVERNMENT-FURNISHED PROJECT SIGN

The Contractor will be furnished a 3-by 5-foot project identification sign, and Contractor shall erect sign on the dredge as directed by the Contracting Officer. Method of support shall be by the Contractor subject to approval by the Contracting Officer. After project is complete, sign shall be returned to the Contracting Officer.

5. NOTICE TO MARINERS

Contractor shall notify, in writing, Commander (oan), 13th Coast Guard District, 915 Second Avenue, Room 3564, Seattle, Washington 98174 with copy to Contracting Officer 14 days prior to start of any dredging so that work may be included in local notice to mariners by US Coast Guard.

6. PUBLIC CONVENIENCE AND SAFETY

Contractor shall take necessary care at all times in operations and use of its equipment to protect the public and to facilitate traffic.

7. FLOATING VESSELS

All self-propelled floating vessels, and operators thereof, shall be certified and shall conform to the requirements as specified in EM 385-1-1 referenced in paragraph SPECIAL SAFETY REQUIREMENTS below.

8. LAYOUT OF WORK

The Contractor shall lay out his work from the Government-established ranges and gages indicated on the drawings and shall be responsible for all measurements in connection therewith (also see Section 02482, Paragraph LAYOUT OF WORK). The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, range markers, and labor as may be required in laying out any part of the work from the ranges and gages established by the Government. The Contractor will be held responsible for the execution of the work to such lines and grades as may be established or indicated by the Contracting Officer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

9. MOBILIZATION AND DEMOBILIZATION, PAYMENT ITEMS NO. 0001 AND 0004

(a) All costs connected with the mobilization and demobilization of all of the Contractor's dredging plant and equipment will be paid for at the Contract lump sum price for this item. Eighty percent (80%) of the lump sum price will be paid to the Contractor upon completion of his mobilization at the worksite. The remaining twenty percent (20%) will be included in the final payment for work under this Contract.

(b) In the event the Contracting Officer considers that the amount in this item (80%), which represents mobilization, does not bear a reasonable relation to the cost of the work in this Contract, the Contracting Officer may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer will result in payment of actual mobilization costs, as determined by the Contracting Officer at the completion of mobilization, and payment of the remainder of this item in the final payment under this Contract. The determination of the Contracting Officer is not subject to appeal.

10. MISPLACED MATERIAL

Should the Contractor during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer or inspector, and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the

Contracting Officer, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under his bond. The liability of the Contractor of the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19 and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et seq.).

11. SIGNAL LIGHTS

The Contractor shall display signal lights and conduct its operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed; vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (COMDTINST M16672.2), of 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

12. PERMITS OBTAINED BY THE GOVERNMENT AND CONTRACTOR RESPONSIBILITIES

The Government has obtained the following permits/licenses related to the construction of this project:

(a) SWINOMISH CHANNEL, WA.

- 1) United States Environmental Protection Agency, Section 401 Water Quality Certification, dated July 15, 2003, attached to Section 01061 ENVIRONMENTAL PROTECTION.

(b) SQUALICUM WATERWAY, BELLINGHAM HARBOR, WA.

- 1) Washington State Water Quality Certification/Modification (Department of Ecology), dated November 2, 2000, attached to Section 01061 ENVIRONMENTAL PROTECTION.
- 2) Washington State Department of Natural Resources Authorization for a Habitat Bench, dated July 18, 2003, attached at the end of this Section (pages 7-9).
- 3) Washington State Department of Fish and Wildlife Hydraulic Project Approval, dated June 9, 2003, attached at the end of this Section (pages 10-15).
- 4) Department of the Army Permit No. 200201330 to the Port of Bellingham, dated July 29, 2003 (reference New Marine Habitat plan and section, attached to Section 02482 DREDGING).

It will be the responsibility of the Contractor to obtain all other permits/licenses required for this project as required under the Contract Clauses paragraph entitled PERMITS AND RESPONSIBILITIES.

13. SPECIAL SAFETY REQUIREMENTS

The Contractor shall comply with the requirements of the Safety and Health Requirements Manual EM 385-1-1, dated 3 September 1996.

14. INSPECTION

The inspectors will direct the maintenance of the gauges, ranges, location marks, and limit marks in proper order and position, but the presence of the inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

(a) To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys, prescribed in the clause entitled "Final Examination and Acceptance."

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

15. PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government. The format for the evaluation will be SF 1420, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contract Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made as part of the official record. Performance Evaluation Reports will be available to all DOD Contracting Officers for their future use in determining Contractor responsibility, in compliance with DFARS 36.201(c)(1).

16. CONTINUITY OF WORK

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

17. FINAL EXAMINATION AND ACCEPTANCE

(a) As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the Contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of Contract depth be disclosed by this examination, the Contractor will be required to remove same by dragging the bottom or by dredging at the Contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made and will be permitted to accompany the survey party. When the area is found in a satisfactory condition, it will be accepted finally. Should more than two sounding or sweeping operations over an area by the Government be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of \$1350.00 per day for each day in which the Government plant is engaged in sounding or sweeping and/or is enroute to or from the site or held at or near the said site for such operations.

(b) 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 percentages of the whole or part of the work.

18. SHOALING

If, before the Contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, re-dredging at Contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.

19. ENVIRONMENTAL LITIGATION (See Section 01061 ENVIRONMENTAL PROTECTION, Paragraph ENVIRONMENTAL LITIGATION)

20. PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES (1985 JAN OCE)

If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

21. CONTRACTOR FIELD OFFICE

The Contractor shall locate all field office elements at one site, regardless of the numbers and types of dredges used.

22. OTHER CONTRACTS

American Construction Company, Everett, WA, under contract with the Port of Bellingham, will be working on the Gate 2 Boatyard Redevelopment project inside the Squalicum Marina during the course of this contract.

The Port of Bellingham will dredge up to 5000 cubic yards of material at the Bellingham Cold Storage berthing area adjacent to the Federal channel (approx. Sta. 5+92 to 16+00) when the Contractor, this contract, is mobilized. Point of Contact for this dredging is Mr. Jose' M. Roques, Special Projects Manager, Bellingham Cold Storage, phone 360-733-1640, Fax 360-671-1259.

Attachments follow:



July 18, 2003

James Darling, Executive Director
Port of Bellingham
P.O. Box 1677
Bellingham, WA 98227

Subject: Authorization for a Habitat Bench in PMA #22-080025, Parcel 2

Dear Mr. Darling:

Jiv

Thank you for your letter of June 20, 2003, requesting authorization from the Department of Natural Resources (DNR) for the creation of a habitat mitigation area within the Port of Bellingham's (Port) Port Management Agreement (PMA) # 22-080025. DNR authorization is required for the development of a mitigation site within the PMA, and this letter formally authorizes that project as a water-dependent use.

DNR and the Port have discussed the following policy issues that relate to this authorization:

- Need for Authorization;
- Use of a harbor area for mitigation;
- Fees for the use of state owned dredge material; and
- Documentation of the authorization

Need for Authorization

Section #2 (Delegation) of the 1995 PMA specifically excludes the Port's authority to bind the State of Washington (State) or DNR to any habitat mitigation without DNR approval. If this area were ever to be excluded from the PMA, DNR would be bound to honor the Port's legal and/or contractual commitment(s).

DNR's authorization assures that regional and statewide issues are considered in this process, and supports the Port's efforts within Bellingham Bay. The Port will have decision authority for construction and management within all applicable regulatory guidelines.

Use of a Harbor Area for Mitigation

DNR concurs with the regulatory agencies that mitigation is essentially a permanent encumbrance to the harbor area. Future uses will be either impossible or more expensive.

In your letter of June 20, 2003, the Port contended that the mitigation site was integral to a Port development project, and therefore a preferred use of a state-designated harbor area for navigation and commerce. DNR does not concur with that assertion for several reasons: 1) This specific type of mitigation (within a harbor area or on state land) is not essential for the success of the project, and 2) The filling of harbor area from deep sub-tidal to intertidal could restrict waterborne commerce. This authorization is based on project-specific factors that include future potential of the site, compatibility with existing uses, and a science-based site selection process.

DNR agrees that this project is appropriate within a harbor area because the site directly abuts a breakwater, is currently restricted for larger vessel traffic, and doesn't impair the current use of the area as a safety buffer. The site has been identified through a comprehensive, bay-wide, scientific process as being beneficial for migrating fish.

Fee for the use of state-owned material

The proposed project meets three basic objectives: 1) The remediation of a site contaminated by a lessee of the Port's, 2) The development of new upland for Port purposes, and 3) Mitigation required by governmental regulations.

DNR interprets RCW 79.90.150 as allowing the use of state-owned material by a Port for public purposes without charge. DNR recognizes that Port projects, which foster commerce and navigation, benefit all citizens of the state of Washington. Habitat development projects provide tangible public benefits.

In the case of the proposed project, the use of the state-owned material to be used for the nearshore fill meets both public and Port objectives. DNR recognizes that fill used as a platform for commercial purposes is a public benefit, while the contamination containment is an incidental benefit to the Port. The mitigation bench construction is a legitimate water-dependent project and provides public benefits regardless of association with the upland development. The Port may use state-owned material without charge, but the material remains state-owned and compensation may be due the state if the underlying Port tidelands are sold to a private party or the mitigation credit is transferred to a private development.

Documentation

Thank you for the exhibits submitted with the Port's request for authorization. The Port must also update the PMA surveys and exhibits to reflect changes and submit revised exhibits to DNR. The documentation of the material deposition should be in the form of a material sales agreement between the Port and DNR.

Mr. James Darling, Port of Bellingham
Page 3 of 3
July 18, 2003

Summary

This letter authorizes construction of the mitigation site with state-owned material as a no-fee, water-dependent use under the PMA. State-owned dredged materials, resulting from navigation channel maintenance, may be used by the Port without charge.

Thank you for your staff's excellent work.

Sincerely,



Francea L. McNair
Aquatic Lands Steward

cc: Brian Williams, WDFW
Hiram Arden, Army Corps of Engineers
Eric Johnson, WPPA
David Roberts, Manager, DNR Orcas Straits Aquatics Region
Chad Unland, Land Manager, DNR Orcas Straits Aquatics Region
Joseph V. Panesko, Assistant Attorney General
Don Olmsted, DNR Ports Program Manager, Aquatics Div.



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
 Department of Fish and Wildlife
 Region 4 Office
 16018 Mill Creek Boulevard
 Mill Creek, Washington 98012

DATE OF ISSUE: June 9, 2003

LOG NUMBER: ST-F7729-01

<u>PERMITTEE</u>	<u>AUTHORIZED AGENT OR CONTRACTOR</u>
Port of Bellingham ATTENTION: Mike Stoner Post Office Box 1670 Bellingham, Washington 98227 (360) 676-2500	Landau Associates ATTENTION: Larry Beard 130 Second Avenue S. Edmonds, Washington 98020 (425) 778-0907

PROJECT DESCRIPTION: Dredging, Replace Bulkhead, Remove Marine Railway, Repair Wharf, Construct New Travel Lift, Construct Shallow Sub-tidal Mitigation Bench
 Modify Permanent Fixed Marine On bed Manmade Composites Bank Protection =>500 feet Overwater Structures =<1999

PROJECT LOCATION: North east section of the Port of Bellingham's Squalicum Marina 48.7576N 122.5047W

<u>#</u>	<u>WRIA</u>	<u>WATER BODY</u>	<u>TRIBUTARY TO</u>	<u>1/4 SEC.</u>	<u>SEC.</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>COUNTY</u>
1	01.9700	Squalicum Marina	Bellingham Bay		28	38 North	02 East	Whatcom

PROVISIONS

1. **TIMING LIMITATIONS:** The project may begin **immediately** and shall be completed by **December 31, 2005**, provided:
 - a. Work below the ordinary high water line shall not occur from **March 15** through **September 1** of any year for the protection of migrating juvenile salmonids.
2. **NOTIFICATION REQUIREMENT:** The permittee or contractor shall notify the Area Habitat Biologist (AHB) listed below of the project start date. Notification shall be received by the AHB prior to the start of construction activities.
3. This project is approved as illustrated in your application and revised project plans dated March 6, 2003 subject to the following provisions.

General:

4. All manmade debris on the beach shall be removed and disposed of upland such that it does not enter waters of the state.
5. Under no circumstances shall creosote treated piling or lumber be used for project construction.
6. Creosote treated piling and lumber stockpiled for processing on the upland portion of the project site shall be contained and managed to prevent creosote from re-entering waters of the state.



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
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DATE OF ISSUE: June 9, 2003

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7. Wet concrete shall be prevented from entering waters of the state. Forms for any concrete structure shall be constructed to prevent leaching of wet concrete. Impervious materials shall be placed over any exposed concrete not lined with the forms that will come in contact with state waters. Forms and impervious materials shall remain in place until the concrete is cured.
8. Project activities shall be conducted to minimize siltation of the beach area.
9. If a fish kill occurs or fish are observed in distress, the project activity shall immediately cease and WDFW Habitat Program shall be notified immediately.
10. All debris or deleterious material resulting from construction shall be removed from the beach area and bed and prevented from entering waters of the state.
11. No petroleum products or other deleterious materials shall enter surface waters.
12. Project activities shall not degrade water quality to the detriment of fish life.

Dredging:

13. A clamshell dredge shall be used for the majority of dredging. Each pass of the clamshell dredge bucket shall be complete.
14. A land based excavator shall be used to remove the sediments within the marine railway well and near the existing bulkhead. Sediment removal by the land based excavator shall only be conducted in the dry during low tide cycles.
15. Under no circumstances shall dredged material be stockpiled below the ordinary high water line.
16. Dredging shall result in the target bottom depths illustrated in your revised project plans dated March 6, 2003.
17. Best management practices shall be implemented on the dredging barge and at the upland site to minimize turbidity and the re-introduction of contaminated sediments into waters of the state.
18. Dredged materials shall be removed from the project site and disposed upland at an approved disposal site such that contaminated sediments cannot re-enter waters of the state.
19. Areas dredged below -13.0 (MLW = 0.00) shall be backfilled to -13.0 (MLLW = 0.00) with clean imported sand and gravel materials.
20. Water quality standards and monitoring requirements associated with the dredging element of the proposed project shall be subject to prior DOE approval.

Piling:

21. Existing damaged creosote treated piling identified to be replaced shall be extracted from the bed where ever possible. Piling that can not be extracted from the bed shall be cut off a minimum of 18 inches below the bed and capped with clean imported sand and gravel materials.
22. Existing damaged creosote treated piling identified to be repaired shall be sleeved and/or spliced in a manner that isolates the creosoted treated piling from the bed a minimum of 18 inches below the bed.



HYDRAULIC PROJECT APPROVAL
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State of Washington
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DATE OF ISSUE: June 9, 2003

LOG NUMBER: ST-F7729-01

23. As specified in you application, replacement piling or repaired piling shall be galvanized steel, coated steel or ACZA treated timber piles.
24. As specified in you application, new piling associated with the new travel lift structure shall be galvanized or coated steel piles.
25. If an impact hammer is used to install steel piling below the ordinary high water line, the Port of Bellingham shall submit a plan that attenuates pressure induced fish mortalities to WDFW for approval prior to initiating pile driving activities.

New Travel Lift:

26. The existing marine railway and associated timber supports and piling shall be removed and disposed of upland such that they do not re-enter waters of the state.
27. The existing marine railway well landward of the new sheetpile bulkhead along shoreline Segment B shall be backfilled with clean substrate materials as illustrated in your revised project plans date March 6, 2003.
28. The travel lift shall be constructed in the location and configuration illustrated in your revised project plans dated March 6, 2003.
29. Each of the new travel lift finger pier shall not extend waterward of the new vertical bulkhead by more than 125 feet.
30. The solid deck portions for each of the new travel life finger piers shall not exceed 6 feet in width.
31. The grating for the 2 foot wide walkway element for each of the new travel life finger piers shall have, at a minimum, 60% open space.

Existing Travel Lift:

32. This approval only allows for the replacement of damaged piling associated with the existing travel lift and shall not result in expansion of the travel life structure.

Existing Wharf:

33. This approval only allows for the repair of the existing wharf along bulkhead Segment C and shall not result in expansion of the wharf structure.

Bulkhead:

34. The new sheet pile bulkhead along shoreline Segments A and B shall be installed approximately 3 feet waterward of the existing timber bulkhead as illustrated in your revised project plans dated March 6, 2003.
35. The new horizontal timber bulkhead along shoreline Segment C shall be constructed waterward of the existing timber bulkhead as illustrated in your revised project plans dated March 6, 2003.
36. The horizontal timbers used to construct the new bulkhead along shoreline Segment C shall be treated with ACZA. Under no circumstances shall the horizontal timbers be treated with creosote.
37. The new sheet pile bulkhead along shoreline Segments A, B and C shall be backfilled with clean substrate materials.



HYDRAULIC PROJECT APPROVAL
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Mitigation:

38. As mitigation for unavoidable environmental impacts associated with the proposed Gate II project, the Port of Bellingham shall create approximately 2 acres of intertidal and shallow subtidal habitat above -10 (MLLW = 0.00) including approximately 1 acre of habitat between -4 and -6 (MLLW = 0.00) as illustrated in your revised project plans dated March 6, 2003.
39. The mitigation site shall be created in the location and configuration as illustrated in your revised project plans dated March 6, 2003.
40. The mitigation site shall be constructed with approximately 35,000 cubic yards of clean sediment material dredged from the Squalicum Waterway and imported to the mitigation site by bottom dump barge.
41. This approval permits the placement of dredged sediments from the Squalicum Waterway at the mitigation site identified in your revised project plans dated March 3, 2003. A separate HPA is required for dredging the Squalicum Creek waterway.
42. Water quality standards and monitoring requirements associated with the placement of dredged sediments from Squalicum Creek waterway at the mitigation site shall be subject to prior DOE approval.
43. The physical success criteria for the Gate II mitigation habitat shall be: after 5 years, at a minimum, a total of 1 acre of habitat is maintained at the mitigation site above -10 (MLLW = 0.00) of which .5 acres is above -6 (MLLW = 0.00).
44. The biological success criterion for the Gate II mitigation site shall be: at year 3 following project completion, the abundance and diversity of epibenthic invertebrate species preferred by juvenile salmon at the mitigation site is comparable to abundance and diversity at a reference site of similar physical characteristics.
45. The physical characteristics of the Gate II mitigation site shall be monitored by a qualified professional using sampling protocols which have been evaluated and generally accepted by the scientific community during years 1, 2, 3, 5 and 10 following project completion.
46. If the physical success criteria for the Gate II mitigation site referenced above in provision 43 is not achieved by year 5, the Port shall develop a mitigation contingency plan in consultation with WDFW and subject to WDFW approval.
47. Epibenthic invertebrate species preferred by juvenile salmon shall be monitored at the Gate II mitigation site in the months of May, June and July during year 3 following project completion by a qualified professional using sampling protocols which have been evaluated and generally accepted by the scientific community.
48. If the biological success criteria for the Gate II mitigation site referenced above in provision 44 is not achieved by year 3, the Port shall develop a mitigation contingency plan in consultation with WDFW and subject to WDFW approval.
49. The Port shall seine for juvenile salmon one time each in June and July of year 1 following project completion. If juvenile salmon are captured in year 1 sampling, then the Port will sample one additional time in June of year 3 following project completion. If juvenile salmon are not captured in year 1 sampling, then the Port will seine for juvenile salmon one time each in June and July of year 2. If juvenile salmon are captured in year 2 sampling then



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LOG NUMBER: ST-F7729-01

juvenile salmon sampling shall be complete. If juvenile salmon are not captured in year 2, then the Port will seine for juvenile salmon one time each in June and July of year 3. Juvenile salmon sampling shall be complete after year 3 sampling.

50. Physical, epibenthic invertebrate and juvenile salmon monitoring reports shall be submitted to the Area Habitat Biologist listed below during the same year that the monitoring is conducted.

SEPA: MDNS by Port of Bellingham final on May 28, 2003.

APPLICATION ACCEPTED: May 28, 2003

ENFORCEMENT OFFICER: Mullins [P1]

Brian Williams (360) 466-4345
Area Habitat Biologist Ext. 250

**for Director
WDFW**

GENERAL PROVISIONS

This Hydraulic Project Approval (HPA) pertains only to the provisions of the Fisheries Code (RCW 77.55 - formerly RCW 75.20). Additional authorization from other public agencies may be necessary for this project.

This HPA shall be available on the job site at all times and all its provisions followed by the permittee and operator(s) performing the work.

This HPA does not authorize trespass.

The person(s) to whom this HPA is issued may be held liable for any loss or damage to fish life or fish habitat which results from failure to comply with the provisions of this HPA.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All HPAs issued pursuant to RCW 77.55.100 or 77.55.200 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The permittee has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All HPAs issued pursuant to RCW 77.55.110 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the permittee: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.170.

APPEALS - GENERAL INFORMATION



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
Department of Fish and Wildlife
Region 4 Office
16018 Mill Creek Boulevard
Mill Creek, Washington 98012

DATE OF ISSUE: June 9, 2003

LOG NUMBER: ST-F7729-01

IF YOU WISH TO APPEAL A DENIAL OF OR CONDITIONS PROVIDED IN A HYDRAULIC PROJECT APPROVAL, THERE ARE INFORMAL AND FORMAL APPEAL PROCESSES AVAILABLE.

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100, 77.55.110, 77.55.140, 77.55.190, 77.55.200, and 77.55.290:

A person who is aggrieved or adversely affected by the following Department actions may request an informal review of:

- (A) The denial or issuance of a HPA, or the conditions or provisions made part of a HPA; or
- (B) An order imposing civil penalties.

It is recommended that an aggrieved party contact the Area Habitat Biologist and discuss the concerns. Most problems are resolved at this level, but if not, you may elevate your concerns to his/her supervisor. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30-days of the denial or issuance of a HPA or receipt of an order imposing civil penalties. The 30-day time requirement may be stayed by the Department if negotiations are occurring between the aggrieved party and the Area Habitat Biologist and/or his/her supervisor. The Habitat Protection Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or its designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100 OR 77.55.140:

A person who is aggrieved or adversely affected by the following Department actions may request a formal review of:

- (A) The denial or issuance of a HPA, or the conditions or provisions made part of a HPA;
- (B) An order imposing civil penalties; or
- (C) Any other "agency action" for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW.

A request for a FORMAL APPEAL shall be in WRITING to the Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington 98501-1091, shall be plainly labeled as "REQUEST FOR FORMAL APPEAL" and shall be RECEIVED DURING OFFICE HOURS by the Department within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department's written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.110, 77.55.200, 77.55.230, or 77.55.290:

A person who is aggrieved or adversely affected by the denial or issuance of a HPA, or the conditions or provisions made part of a HPA may request a formal appeal. The request for FORMAL APPEAL shall be in WRITING to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327.

D. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS RESULTS IN FORFEITURE OF ALL APPEAL RIGHTS. IF THERE IS NO TIMELY REQUEST FOR AN APPEAL, THE DEPARTMENT ACTION SHALL BE FINAL AND UNAPPEALABLE.

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SECTION 01025

MEASUREMENT AND PAYMENT

1. GENERAL

Contract price for items listed in schedule shall constitute full compensation for furnishing all plant, labor, materials, appliances, services, and incidentals, and performing all operations necessary to construct and complete items in accordance with these specifications and the applicable drawings. Payment for items shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. No separate payment will be made for the work, services, or operations required by the Contractor as specified in the SPECIAL CLAUSES and Section ENVIRONMENTAL PROTECTION to complete the project in accordance with these specifications, and all cost thereof shall be considered as incidental to the work. Drawings are believed to accurately present conditions existing at time survey was taken, as shown on the drawings. Depths shown on drawings will be verified and corrected by soundings taken before dredging. Soundings will be taken behind dredge to determine if material has been removed outside the contract limits.

2. MEASUREMENT

2.1 General

(a) Dredged material removed from the Swinomish Channel (Item Nos. 0002 and 0003) will be measured for payment using barge measurement.

(b) Dredged material removed from the Squalicum Waterway (Item No. 0005) will be measured the Government for payment using in-place measurement. Measurement for payment will be based on pre-dredge surveys and post-dredging surveys. Progress surveys will not be more frequent than 2 weeks. No payment will be made for material removed outside the limits of maximum paydepth and side slopes described in Paragraphs Minimum Paydepth and Maximum Paydepth and Side Slopes. Proper deductions will be made for misplaced material described in Paragraph DISPOSAL OF DREDGED MATERIAL in Section DREDGING.

2.2 Barge Measurement for Item Nos. 0002 and 0003

The material removed and to be paid for will be measured by barge displacement converted to cubic yards by inspectors appointed by the Contracting Officer, but the Contractor will be held responsible for its satisfactory disposal. For the purpose of converting barge displacement to tonnage load, salt water will be assumed to have a density of 64 pounds per cubic foot. Tonnage load will be converted to cubic yard measurement by a sediment density factor measured in the barge. The first barge load dredged shall be loaded full and struck level, whereupon the Government inspector, in the presence of the Contractor's representative, shall measure barge displacement. This displacement shall be converted to sediment density in pounds per cubic foot, using the barge tonnage displacement table and certified hopper volume measurement. The sediment density shall be redetermined whenever the character of material changes at the request of the Contracting Officer or the Contractor. No barge will be used in the work until a tonnage displacement table certified by a registered professional engineer or naval architect has been furnished and approved by the Contracting Officer, and, if such table is not available, it will be hauled out or beached for this purpose. The Contractor is invited to be

present in person, or to be represented by an authorized agent, during the measuring of barges. When the displacement of the barges are determined or redetermined, a record of measurements will be sent to the Contractor; if he protests within five (5) days, the barge will be measured at his expense, and he must be present in person, or be represented by a capable accredited agent, to that corrected measurements can be agreed upon. Failure to protest within five (5) days will be equivalent to expressing satisfaction with the measurements. If any alterations are made in any barge, it shall be inspected and, if necessary, remeasured before again being used in the work. Each barge shall be plainly marked by a distinctive number, letter, or name which shall not be changed or given to any other barge during the period of the Contract. A barge load data sheet shall be furnished the Contracting Officer for each barge load. Information on the data sheet shall include light and loaded draft readings at each corner of the barge, the resulting gross, tare, and net tonnages, resulting net volume, and times when loading began and was completed. The data sheet, when completed, shall be signed and dated by the Contractor's representative on site.

2.3 Inplace measurement for Item No. 0005 will be made by computing the volume between the bottom surface shown by soundings of predredge survey made immediately before dredging and the bottom surface shown by soundings of survey made as soon as practicable after completion of entire dredging work specified (or any section thereof has been completed), and included within the limits of maximum paydepth and side slopes, described in Paragraph: Minimum Paydepth (Required Dredging Depth) and Maximum Paydepth (Allowable Overdepth), Side Slopes, and Excessive Dredging less any deductions that may be required as described below.

2.4 Minimum Paydepth (Required Dredging Depth), Maximum Paydepth (Allowable Overdepth), Side Slopes, and Excessive Overdredging

2.4.1 Minimum Paydepth (Required Dredging Depth), and Maximum Paydepth (Allowable Overdepth)

To cover inaccuracies of the dredging operation within the area to be dredged, a minimum paydepth and a maximum paydepth have been established. The volume to be dredged above the maximum paydepth (including associated side slopes) is referred to as the required dredging prism. The volume between the minimum and maximum paydepths (including associated side slopes) is provided for dredging operation inaccuracies.

2.4.2 Side Slopes

Material actually removed to provide for final side slopes not flatter than 1 vertical on 2 horizontal for Item Nos. 0002 and 0003 will be measured and payment made. In computing the limits of side slope dredging, net dimensions within maximum paydepth side slopes will be used.

2.4.3 Excessive Dredging

Material taken from beyond limits as defined in Paragraph Minimum Paydepth and Maximum Paydepth and Paragraph Side Slopes, above, will be deducted from the total amount dredged as excessive dredging for which payment will not be made. Nothing herein shall be construed to prevent payment for removal of shoals performed in accordance with applicable provisions of either clause FINAL EXAMINATION AND ACCEPTANCE or SHOALING in Section 01002 SUPPLEMENTARY REQUIREMENTS FOR DREDGING.

3. PAYMENT

3.1 Item Nos. 0001 and 0004, Mobilization and Demobilization will be paid for at the contract lump sum prices, which shall constitute full compensation for transportation of all plant, material, equipment and supplies to and from the project. Mobilization and demobilization will be paid for in accordance with Section 01002, paragraph MOBILIZATION AND DEMOBILIZATION PAYMENT ITEM NOS. 0001 AND 0004.

3.2 Item Nos. 0002 and 0003, Dredging and Open Water Disposal of Dredged Material from Swinomish Channel (FY 2003) will be paid for at the contract unit prices, payment of which shall constitute full compensation for dredging and disposal of dredged materials, complete, in accordance with these specifications and drawings. Disposal shall be by deck barge or bottom dump barge transport with disposal at the Rosario Strait open water disposal site (see Section 02482 DREDGING). Monthly partial payment will be based on progress surveys or barge measure as applicable. Final payment will be based on barge measurement quantities with deductions for excessive dredging as determined by Contract surveys, as explained in Paragraph Excessive Dredging, determined by soundings taken by the Government behind the dredge. Disposal of boulders, sunken logs, and stumps or other debris shall be considered as incidental to dredging operations, and no separate payment will be made therefore.

3.3 Item No. 0005, Dredging and Open water Disposal of Dredged Material from Squalicum Waterway (FY 2004) will be paid for at the contract unit price, payment of which shall constitute full compensation for furnishing all plant, labor, materials, appliances, services, and incidentals and performing all operations necessary to complete work in accordance with these specifications and drawings. Progress surveys for Item 0005 will be the basis for monthly partial payments. Final payments for Item 0005 will be accumulated monthly partial payments plus the post-dredging survey. Soundings or sweepings will be taken behind dredge to determine if material has been removed outside the contract limits. Disposal of boulders, sunken logs, and stumps or other debris shall be considered as incidental to dredging operations, and no separate payment will be made therefore. Dredged material shall be disposed of at the Rosario Strait PSDDA open-water disposal area as specified in Section 02482 DREDGING, except ~~approximately up to~~ 35,000 cubic yards of material dredged under this item shall be disposed of at the New Marine Habitat Bench Site in Bellingham Bay as shown in Section 02482 DREDGING.

END OF SECTION

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SECTION 01061

ENVIRONMENTAL PROTECTION

I. APPLICABLE REGULATIONS

In order to prevent, and to provide for abatement and control of, any environmental degradation arising from construction activities, all applicable Federal, state, and local laws and regulations concerning environmental pollution control and abatement, and all applicable provisions of the U.S. Army Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements," dated September 1996, as well as specific requirements stated elsewhere in specifications, shall be complied with.

2. PROTECTION AND RESTORATION OF PROPERTY

The work shall include the preservation of all public and private property, monuments, power and telephone lines, other utilities, etc., along and adjacent to the dredging areas insofar as they may be endangered. Any utility lines damaged shall be repaired. When or where any direct or indirect damages or injury are done to public or private property by, or on account of, any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof, such property shall be restored to a condition similar and equal to that existing before such damage or injury was done.

3. AIR AND WATER POLLUTION

All Federal laws concerning contamination of air and water shall be complied with. Contractor shall comply with state, county, and municipal laws. Special precautions shall be taken to preserve water quality. The Contracting Officer will monitor ambient water quality conditions during the contract period, except for water quality monitoring performed by the Port of Bellingham as required for the marine habitat bench dilution zone extending 300 ft. radially and 600 ft. down current. A copy of the Water Quality Certification/Modification Order # 03SEAHQ-5664 dated July 22, 2003, First Amendment, dated August 21, 2003 will be provided to the Contractor at the pre-construction and safety conference for posting on the dredge as required for construction of the new marine habitat bench.

4. PROVISIONS FOR FISH CONSIDERATION

No toxic material or petroleum products shall be washed into or permitted to enter marine waters. At all times in performing the work, steps shall be taken as required to prevent interference or disturbance to safe passage to spawning areas of anadromous and other game fish. Visual observation in areas of dredging will be performed by the Contracting Officer and by the Contractor. If any distressed or dead fish are observed by the Contractor, he shall immediately notify the Contracting Officer. Contractor shall have on the job site, a copy the Environmental Protection Agency Water Quality Certification number CENWS-OD-TS-NS-15 dated July 15, 2003 for Swinomish Channel and a copy of the State of Washington Department of Ecology Water Quality Certification/Modification order approval dated November 2, 2000 for Squalicum Waterway, copies attached at end of this Section (Swinomish Channel pages 3-8, Squalicum Waterway pages 9-16)

5. PROVISIONS FOR WATER QUALITY

Clamshell dredge operations shall be conducted so as to minimize turbidity and dispersal of material in the water. The bucket shall be emptied after each pass. Partial loads of material shall not be dumped back into the water. Barges shall be filled in such a manner to minimize overflow and spillage.

6. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT

Notwithstanding any other provision of this contract, no adjustment in contract price will be made for any increase in the cost of performance of this contract incurred as a result of the requirement of this section. This shall specifically include, but not be limited to, increases in costs resulting from suspensions or delays in the work for the protection of water quality and/or aquatic life. Where the time required for performance of the contract work is increased due to such suspensions or delays, an adjustment will be made in the time allowed for completion of the contract work unless the suspension or delay arises, in whole or in part, out of the fault or negligence of the Contractor.

Attachments follow:

Rec'd 7/23/03



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10
1200 Sixth Avenue
Seattle, Washington 98101

Reply to
Attn of: ECO-083

JUL 15 2003

Colonel Ralph H. Graves
District Engineer
Seattle District, Corps of Engineers
P.O. Box 3755
Seattle, Washington 98124-3755

ATTN: Hiram Arden, Project Manager

RE: WATER QUALITY CERTIFICATION

U.S. Army Corps of Engineers, Swinomish Channel Maintenance Dredging, Washington
Fiscal years 2002-2008
Public Notice CENWS-OD-TS-NS-15

Dear Colonel Graves:

Section 401 of the Clean Water Act (CWA) requires that the Seattle District, U.S. Army Corps of Engineers (Corps) seek certification for in-water operations and maintenance activities, to assure that any discharges comply with applicable provisions of sections 301, 302, 303, 306, and 307 of the CWA. The U.S. Environmental Protection Agency (EPA) provides certification in any case where a state has no authority to give such a certification (33 U.S.C. §1341(a)). Washington State lacks jurisdiction over activities occurring on some Federal lands and on tribal lands, in this case lands of the Swinomish Indian Tribe.

Water quality certification under Section 401 of the CWA was requested by the Corps, in the letter dated January 14, 2002, for continued maintenance dredging of approximately 50,000 to 120,000 cubic yards of clean sandy material from the Swinomish Channel by clamshell dredge. While the entire channel is an authorized project, maintenance dredging occurs in specific shoals along the length of the channel. Open water disposal at the Washington State Department of Natural Resources Rosario Strait Open Water Disposal Site or beneficial use of the dredged material is proposed.

Recently concerns and uncertainties regarding Spartina infestation in the mud flats adjacent to the channel, and therefore the potential for the presence of Spartina seed in the dredged material, have resulted in sediment sampling by the Corps for a Spartina assessment by a Washington State University Spartina expert. Accordingly, this certification is contingent on the results of the Corps' ongoing Spartina seed presence/absence testing. In addition, we anticipate receipt of an analysis from the Corps summarizing results of their analysis and discussions with Spartina experts relative to the likelihood that dredged material from the Swinomish Channel could serve as a vector for Spartina to other areas. Please ensure the test results and the Spartina

cc: George Hart, RNS
Les Lovelace, Specs

analysis are received by U.S. EPA as soon as they are available, for review and discussion of the results by other agencies. We understand the laboratory work should be completed by the end of July. The issue of invasive species in dredged material is one that will be addressed in the upcoming year by the interagency Dredged Material Management Program, as the issue has implications beyond this individual project.

Certification is granted for FY 2003-04 (July 15 to February 14), specific to the dredging of material from Swinomish Tribal lands, subject to conditions in this letter and the attached project description, context, and conditions (Enclosure 1). Future years' dredging per the public notice will require extension of this certification specific to project conditions at that time. Please note this certification does not exempt the Corps from compliance with other requirements of the Swinomish Indian Tribe or other federal, state and local agencies.

Copies of this certification shall be kept on the job site and be readily available for reference by Corps personnel, the construction superintendent, construction managers and foremen, and tribal, federal, state, and local government inspectors.

If you have any questions concerning the content of this certification, please contact Justine Barton, at (206) 553-4974, or Otto Moosburner, at (206) 553-5198.

Sincerely,



Michelle Pirzadeh, Acting Director
Office of Ecosystems and Communities

Enclosure

cc:

Swinomish Indian Tribe
NMFS
USFWS
WDFW (Brian Williams)
Ecology (Loree Randall)
WDNR (Peter Leon)
Corps (David Kendall)

**SWINOMISH CHANNEL NAVIGATION PROJECT MAINTENANCE DREDGING
WATER QUALITY CERTIFICATION ADDITIONAL CONDITIONS
2003-2004**

I. Project Description

The objective of the proposed work is to maintenance dredge the Swinomish Channel to navigable and authorized width and depth. The work is proposed for July 15 through February 14 of the given dredging year. In addition, no dredging will be done during the November 15 through February 15 period between the Rainbow Bridge and La Conner Boat Works pier/float structure (vicinity of La Conner) to protect a smelt fishery. The proposed schedule is responsive to closure periods for protection of bull trout, molting dungeness crab, herring, adult smelt, and juvenile salmonid migration. Present plans are to dredge every one to three years.

Approximately 50,000 to 120,000 cubic yards (cy) would be clamshell dredged from the Swinomish Channel each dredging cycle.

II. Project Context

a. The navigation project was authorized by the River and Harbor Act of July 13, 1892, and the River and Harbor Act of August 30, 1935. The authorized project consists of a navigation channel 11 miles long, 100 feet wide, and 12 feet deep at Mean Lower Low Water (MLLW) connecting Saratoga Passage in Skagit Bay and Guemes Channel. Advance maintenance dredging to minus 14 feet MLLW has been approved and is performed by the Corps. Federal maintenance of the channel is conducted as necessary. Shoaling in the Swinomish Channel has caused tide delays and vessel groundings.

b. Chemical characterization and suitability of the proposed dredged material for open water disposal or beneficial uses is summarized in an interagency Suitability Determination dated June 27, 2002. The Swinomish Channel is an area of low concern for chemicals of concern, and accordingly, in the absence of information to the contrary, this Suitability Determination is considered valid and representative until April 2007-2009.

III. General Project Construction

a. The Corps of Engineers shall notify EPA's Justine Barton, at (206)553-4974, at least seven days before commencing initial work and any subsequent maintenance work authorized in this certification.

b. The Corps of Engineers shall submit final dredging and disposal volumes, no later than 30 days following completion of the project to EPA contact noted above.

c. Work in and near the Swinomish Channel shall be done so as to minimize release of suspended solids, erosion, and other water quality impacts. The contractor selected to do the work must specify and implement best management practices to minimize resuspension of sediment in the project area during dredging, de-watering, and any re-handling activities. In addition the contractor should specify tolerances and positioning accuracy for conducting the

proposed dredging.

- d. During construction, heavy equipment shall not intrude in intertidal areas.
- e. Beach and intertidal vegetation shall not be disturbed.
- f. Any debris resulting from the dredging shall be removed from the project area and prevented from entering tribal and state waters.
- g. If during dredging an area of potential archeological significance is uncovered, work in the immediate vicinity shall be halted and the Swinomish Tribe and State Historic Preservation Office notified immediately.
- h. No staging areas are discussed in the public notice, but must be specified to EPA at least seven days prior to construction if they are required. Any work that affects intertidal or shallow sub-tidal habitats in staging areas must be coordinated with resource agencies and the Swinomish Tribe. Inspectors must have contact names and phone numbers for EPA staff so that field decisions may be coordinated quickly and with minimum disruption of the construction schedule.

IV. Water Quality Compliance

Any in-water work out of compliance with the provisions of this Certification, or conditions causing distressed or dying fish, or any discharge of oil, fuel or chemicals into tribal or state waters, or onto land with a potential for entry into tribal or state waters, is prohibited. If these occur, the operator shall immediately take the following actions:

- a. Cease operations
- b. Assess the cause of the water quality problem and take appropriate measures to correct the problem and/or prevent further environmental damage.
- c. In the event of finding distressed or dying fish, the operator shall take water samples in the affected area and, within the first hour of such conditions, make every effort to have the water samples analyzed for dissolved oxygen. See also notification requirements in Section Vb and Section IX. EPA may require such sampling and analyses before allowing the work to resume.

V. Spill Prevention and Control

- a. In the event of discharge of oil, fuel, or chemicals into tribal or state waters, or onto land with a potential for entry into tribal or state waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of any spilled material and used cleanup materials.
- b. Spills into tribal or state waters, spills into land with a potential for entry into tribal or state

waters, or other significant water quality impacts, shall be reported immediately to the National Response Center (NRC) at 1-800-424-8802 which will direct the contractor to the appropriate response agency. Notification to the water quality certification contact in Region 10 should also occur with information on the nature of the problem, and any corrective actions taken.

c. Fuel hoses, oil drums, oil or transfer valves and fittings, etc., shall be checked regularly for drips and leaks, and shall be maintained and stored properly to prevent spills into tribal or state waters.

VI. Mixing Zone and Applicable Water Quality Standards

a. In the absence of other appropriate standards, water quality standards for adjacent Class AA state waters will be applied, except as modified within a temporary dilution (mixing) zone as defined below (reference 173-201A-140 WAC).

b. Mixing zones can be authorized to allow for temporary exceedances of certain water quality standards in tribal waters immediately adjacent to a permitted project. A mixing zone located 150 feet radial/ 300 feet down current from the immediate dredging operation is considered reasonably sufficient to allow for temporary water quality exceedances. Within the mixing zone, the Class AA standard for turbidity is waived; the Class AA standard of 7.0 mg/L for dissolved oxygen may be exceeded but shall not be caused to drop below 5.0 mg/L. All other applicable water quality standards shall remain in effect within the mixing zone and all water quality standards are to be met outside of the authorized mixing zone (reference 173-201A-030 WAC).

c. The mixing zone is authorized for the duration of time necessary to complete dredging and placement operations. However, the waiver of specified standards within the mixing zone is intended for brief periods of time and is not authorization to exceed those standards for the entire duration of dredging. In no case does this certification authorize degradation of water quality that significantly interferes with or becomes injurious to characteristic water uses or causes long-term harm to Swinomish Channel waters or adjacent waters.

VII. Construction Timing Issues

Dredging and placement operations will begin after July 14, 2003, and be completed by February 14, 2004, including the specific windows described in Section I above.

VIII. General Conditions

a. This certification does not exempt and is provisional upon compliance with other statutes, codes or requirements administered by the Swinomish Tribe, or other federal, state, and local agencies.

b. This certification will cease to be valid if the project is constructed and/or operated in a manner not consistent with the project description contained in the public notice for certification or as indicated in EPA's understanding of changes planned since the public notice.

c. This certification will cease to be valid and the applicant must reapply with an updated application if the information contained in the public notice is voided by subsequent submittal by the Corps. Any future action at this project location, emergency or otherwise, that is not defined in the public notice, is not covered by this approval.

d. All future actions shall be coordinated with EPA for approval prior to implementation of such action.

IX. Notification

EPA shall be notified of the time and location of the pre-construction meeting and at least seven days prior to the start of project construction. U.S. EPA must also be notified of failure to comply with conditions of this WQC. Contact Justine Barton, at (206) 553-4974 or Otto Moosburner, at (206)553-5198.

X. Expiration and Amendment

This certification is valid through February 14, 2004. The certification date may be extended beyond this date at the discretion of U.S. EPA. The contact person for amendments, modifications, or any other changes to this certification is Justine Barton, Aquatic Resources Unit, Seattle Office (206)553-4974, FAX (206)553-1775. Correspondence should be addressed by surface mail to ECO-083, 1200 6th Avenue, Seattle, Washington 98101.



11/22/00 11/17/00

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

1000 4th Avenue, Suite 1000, Olympia, WA 98501

Phone: (360) 487-2000 Fax: (360) 487-2000

CERTIFIED MAIL

October 30, 2000

Mr. Hiram Arden, Navigation Branch
Seattle District Corps of Engineers
P.O. Box C-3735
Seattle, WA 98124-2255

Mr. Mike Stoner
Port of Bellingham
PO Box 1677
Bellingham, WA 98227-1677

RE: Water Quality Certification/Modification
Public Notice No. CENWS-OD-TS-NS-9//2000-2-01034
Maintenance dredging of the of the Squalicum Creek Waterway

Dear Gentlemen:

The above-referenced public notice for proposed work in waters of the state has been reviewed in accordance with all pertinent rules and regulations. On behalf of the State of Washington, the department certifies that there is a reasonable assurance the work proposed in the public notice will be conducted in a manner that will not violate applicable State water quality standards.

Pursuant to Section 307(c)(3) of the Coastal Zone Management Act of 1972 as amended, Ecology also concurs with your determination and assessment that this work is consistent, to the maximum extent practicable, with the enforceable policies of Washington's State Coastal Zone Management Program and will not result in any significant impacts to the state's coastal resources.

This certification is subject to the conditions contained in the enclosed Order and may be appealed by following the procedures described in the Order. If you have any questions concerning the content of the Order, please contact Rick Vining at (360) 407-6944.

Sincerely,

Paula Ehlers, Supervisor
Environmental Coordination Section
Shorelands and Environmental Assistance Program

Enclosure

cc: NWRO (Alice Kelley)
WDFW (Pam Erstad)
WDNR (Ted Benson)
EPA (Justine Barton)
NMFS

DEPARTMENT OF ECOLOGY

In the Matter of Granting a)	ORDER No. CENWS//01034
Water Quality Certification)	Maintenance dredging of the
to: Seattle District//Port of Bellingham)	Squalicum Waterway.
In Accordance with 33 U.S.C. 1341)	
[FWPCA § 401], RCW 90.48.260, and)	
WAC 173-201A)	

TO: Mr. Hiram Arden	Mr. Mike Stoner
Navigation Branch	Port of Bellingham
Seattle District	

On August 9, 2000, a request for water quality certification was made to the State of Washington for the above-referenced project pursuant to the provisions of 33 U.S.C. 1341 (FWPCA § 401). The request for certification was made available for public review and comment by inclusion in a combined Corps Public Notice, No. CENWS-OD-TS-NS-9//2000-2-01034, dated August 9, 2000.

I. Project Description. The work to be undertaken is the maintenance dredging of the Squalicum Waterway located in Bellingham Bay. The project includes periodic dredging by the Corps of Engineers and/or the Port of Bellingham. The Corps maintains the federally-authorized portion of the waterway, which includes the navigation channel and the turning basin. The Port of Bellingham maintains specific berthing areas located adjacent to the navigation channel, such as the left berthing area adjacent to Bellingham Cold Storage. Maintenance dredging of specific problem shoals will occur at various times and will involve various volumes over the 5-year period of approval provided for in this certification. Dredging is scheduled to occur only between July 16 and February 14 of any year.

II. Sediment Quality. An initial volume of sediment of 171,900 cubic yards (cys) is proposed to be dredged from the waterway under this certification. The sediments were characterized under the multi-agency Dredged Material Management Program (DMMP) to determine suitability for unconfined open-water disposal or other beneficial in-water uses. The sediments were sampled and analyzed according to guidelines and procedures prescribed in the Puget Sound Dredged Material Evaluation Manual. From a total of 16 dredged material management units (DMMUs), 170,200 cys of sediment was found suitable for unconfined open-water disposal or other beneficial in-water use. Only one DMMU (S2 = 1,700 cys of subsurface sediment) was found unsuitable for open-water disposal and therefore, must be disposed of at an appropriate Title D landfill.

The volume of suitable material was further reduced by another 2,800 cys as the DMMP did not approve of the removal of DMMU S1, the sediment that overlies S2, until the potential risk of exposing S2 is better evaluated. Thus the final volume of dredged material approved for unconfined open water disposal is 167,200 cys, which corresponds fairly closely to the total volume noted in the Public Notice: Corps (156,240) plus Port (11,220) = 167,460 cys.

In exercising its authority under 33 U.S.C. 1341 and RCW 90.48.260, Ecology has investigated this application pursuant to the following:

1. Conformance with the state water quality standards as provided for in Chapter 173-201A WAC authorized by 33 U.S.C. 1313 and by Chapter 90.48 RCW, and with other appropriate requirements of state law.
2. Conformance with the provision of using all known, available and reasonable methods to prevent and control pollution of state waters as required by RCW 90.48.010.

In view of the foregoing and in accordance with 33 U.S.C. 1341, 90.48.260 RCW and Chapter 173-201A WAC, certification is granted to the Seattle District Corps of Engineers and/or the Port of Bellingham subject to the following conditions:

1. Dredging.

a) Dredging operations shall be conducted in a manner that minimizes the disturbance or siltation of adjacent waters and prevents the accidental discharge of petroleum products, chemicals or other toxic or deleterious substance into waters of the State.

b) Per details in the public notice, a floating clamshell dredge is to be used for all dredging. The clamshell shall be operated so that each pass of the bucket is complete. Stockpiling dredged material on the bottom to achieve a "full" bucket is prohibited; however, dragging the bucket to level a completed cut is permitted.

2. Dredged Material Disposal.

a) The disposal of dredged material at the open-water disposal site shall be by bottom dump method only, unless another disposal method is approved by the DMMP agencies. Bottom-dump scows shall be in good working order; the seals should be in good condition; and the hydraulics must be sufficient to retain the load without failure while in route.

b) All visible debris (larger than 2 feet in any dimension) shall be removed from the dredged sediment prior to placement at the disposal site. Similar sized debris found floating in the dredging or disposal area shall also be removed. All debris shall be disposed of at appropriate upland locations.

3. Short-term Modification to the Water Quality Standards.

a) The dredging operation may cause water quality effects that will exceed the state water quality criteria specified in WAC 173-201A. Per Section 173-201A-110, Ecology may grant a Modification to the Standards to allow for exceedances of the criteria on a short-term basis when

necessary to accommodate essential activities. The Squalicum Waterway is classified as Class A marine and thus the criteria of that class apply except as specifically modified by this order.

b) Mixing zones can be authorized to allow for temporary exceedances of certain water quality standards in state waters immediately adjacent to a permitted project. A mixing zone of 300 feet radially and 600 feet downcurrent from the dredging operation is considered reasonably sufficient to allow for temporary water quality exceedances. Within the mixing zone, the Class A standard for turbidity is waived; the Class A standard for dissolved oxygen may be exceeded but shall not be caused to drop below 4.0 mg/l. All other applicable water quality standards shall remain in effect within the mixing zone and all water quality standards are to be met outside of the authorized mixing zone.

c) The modification shall remain in effect for the entire duration of time necessary to complete the dredging operation. However, the waiver of specified standards within the mixing zone is intended for brief periods of time (such as a few hours) and is not an authorization to exceed those standards for the entire duration of construction. In no case does the waiver authorize degradation of water quality that significantly interferes with or becomes injurious to characteristic water uses or causes long-term harm to Squalicum Waterway. Nor does this modification authorize work during fishery closure periods.

4. WDFW Advisory HPA. The Department of Fish and Wildlife submitted input to the department in the form of an Advisory HPA (Enclosure 1). All of the recommended provisions contained in the Advisory HPA are included as conditions of this Order.

5. Water Quality Compliance. If dredging or disposal operations are found not to be in compliance with the provisions of this order, or result in conditions causing distressed or dying fish, the operator shall immediately take the following actions:

a) Cease operations at the location of the violation.

b) In the event of finding distressed or dying fish, the operator shall collect fish specimens and water samples in the affected area and, within the first hour of such conditions, make every effort to have the water samples analyzed for dissolved oxygen and total sulfides. The department may require such sampling and analyses before allowing the work to resume.

c) Notify Ecology (water quality violation) and/or WDFW (fish kill) of the nature of the problem, any actions taken to correct the problem, and any proposed changes in operations to prevent further problems.

6. Spill Prevention and Control.

a) During dredging, any discharge of oil, fuel, or chemicals into state waters, or onto land with a potential for entry into state waters, is prohibited.

- b)** Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., on construction equipment shall be checked regularly for drips or leaks, and shall be maintained and stored properly to prevent spills into state waters. Proper security shall be maintained to prevent vandalism.
- c)** In the event of a discharge of oil, fuel, or chemicals into state waters, or onto land with a potential for entry into state waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of any spilled material and used cleanup materials.
- d)** Spills into state waters, spills onto land with a potential for entry into state waters, or other significant water quality impacts, shall be reported immediately to the department's Northwest Regional Office at (354) 649-7000 (a 24-hour phone number).

7. Notification. The department shall be notified at least 24 hours prior to the start of dredging. Contact Rick Vining @ (360) 407-6944.

8. General Conditions.

- a)** This certification does not exempt and is provisional upon compliance with other statutes and codes administered by federal, state, and local agencies.
- b)** The Corps and/or Port of Bellingham (as permittees) shall be considered out of compliance with this certification if:
 - 1) the project is constructed and/or operated in a manner not consistent with the description contained in the Corps' Public Notice.
 - 2) Five years elapse between the date of the issuance of this certification and the start of construction and/or discharge for which the federal license or permit was sought. However, the expiration date may be extended by the department at the request of the permittee.
 - 3) The information contained in the Public Notice is voided by subsequent submittals, in which case, the permittee must reapply for certification with the updated information.
- c)** Ecology retains continuing jurisdiction to make modifications hereto through supplemental order, if it appears necessary to further protect the public interest.
- d)** Copies of this Order shall be kept on the job site and readily available for reference by Corps of Engineers personnel, the construction superintendent, construction managers and foremen, and state and local government inspectors.

9. Liability. Failure by the permittee, or designated contractors, to comply with any provision of this Order shall be liable for a penalty of up to ten thousand dollars per violation for each day of continuing noncompliance.

10. Appeal Procedures. Any person aggrieved by this Order may obtain review thereof by appeal. The applicant can appeal up to thirty (30) days after receipt of this Order, and all others can appeal up to 30 days from the postmarked date of this Order. The appeal must be sent to the Washington Pollution Control Hearings Board, PO Box 40903, Olympia WA 98504-0903. Concurrently, a copy of the appeal must be sent to the Department of Ecology, Enforcement Section, PO Box 47600, Olympia WA 98504-7600. These procedures are consistent with the provisions of Chapter 43.21B RCW and the rules and regulations adopted thereunder.

DATED 11. 2. 00 at Lacey, Washington



Paula Ehlers, Supervisor
Environmental Coordination Section
Department of Ecology
State of Washington



HYDRAULIC PROJECT APPROVAL ADVISORY

State of Washington
Department of Fish and Wildlife
Region 4 Office
16018 Mill Creek Boulevard
Mill Creek, Washington 98012

DATE OF ISSUE: October 20, 2000

CORPS LOG NUMBER:
2000-2-1034-01

ENCLOSURE 1.

PERMITTEE

U.S. Army Corps of Engineers
Attention: Hiram Arden
CENWS-OD-TS-NS
Post Office Box 3755
Seattle, Washington 98124-3755
(206) 764-3401

AUTHORIZED AGENT OR CONTRACTOR

PROJECT DESCRIPTION: Conduct Maintenance Dredging

PROJECT LOCATION: Squalicum Waterway

#	<u>WRIA</u>	<u>WATER BODY</u>	<u>TRIBUTARY TO</u>	<u>1/4 SEC.</u>	<u>SEC.</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>COUNTY</u>
1	01.MARI	Squalicum Waterway	Bellingham Bay		23	38 North	02 East	Whatcom

PROVISIONS

1. **TIMING LIMITATIONS:** The project may begin immediately and shall be completed by **December 31, 2001**, provided:
 - a. Work below the ordinary high water line and disposal of dredge materials at the Bellingham Bay PSSDA site shall not occur from **March 15** through **June 14** of any year for the protection of migrating juvenile salmonids.
 - b. In addition, disposal of dredged materials at the Bellingham PSSDA site shall not occur from **November 1** through **February 28** of any year for protection of dungeness crab.
2. **NOTIFICATION REQUIREMENT:** The permittee or contractor shall notify the Area Habitat Biologist (AHB) listed below of the project start date. Notification shall be received by the AHB prior to the start of dredging activities.
3. This project is approved as illustrated in your maintenance dredging plan dated August 9, 2000 subject to the following provisions.
4. Dredging shall not occur landward of the 6+12 survey station.
5. Dredging between the Port of Bellingham berthing wharf at the Bellingham Cold Storage facility and the Mount Baker Plywood Facility shall not extend more than 221 feet northwest of the of the Ports berthing wharf.
6. A floating clamshell dredge shall be used for dredging. Each pass of the clamshell dredge bucket shall be complete.
7. Dredged material shall not be stockpiled below the ordinary high water line.
8. Dredged materials shall be deposited at an approved, designated Department of Natural Resources deep water disposal site, or at an approved, designated upland disposal site, or at an approved dredge materials beneficial reuse site.



HYDRAULIC PROJECT APPROVAL ADVISORY

State of Washington
Department of Fish and Wildlife
Region 4 Office
16018 Mill Creek Boulevard
Mill Creek, Washington 98012

DATE OF ISSUE: October 20, 2000

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2000-2-1034-01

9. Project activities shall be conducted to minimize siltation of the beach area and bed.
10. If a fish kill occurs or fish are observed in distress, the project activity shall immediately cease and WDFW Habitat Program shall be notified immediately.
11. All debris or deleterious material resulting from construction shall be removed from the beach area and bed and prevented from entering waters of the state.
12. No petroleum products or other deleterious materials shall enter surface waters.
13. Project activities shall not degrade water quality to the detriment of fish life.

SEPA: Exempt, no other non-exempt permits

APPLICATION ACCEPTED: October 3, 2000

ENFORCEMENT OFFICER: Carlile (87) [P3]

Brian Williams (360) 428-1053 ⁴⁶⁶⁻⁴³⁴⁵ <i>Brian Williams</i> Area Habitat Biologist	for Director WDFW
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GENERAL PROVISIONS

This Hydraulic Project Approval (HPA) pertains only to the provisions of the Fisheries Code (RCW 75.20). Additional authorization from other public agencies may be necessary for this project.

This HPA shall be available on the job site at all times and all its provisions followed by the permittee and operator(s) performing the work.

This HPA does not authorize trespass.

The person(s) to whom this HPA is issued may be held liable for any loss or damage to fish life or fish habitat which results from failure to comply with the provisions of this HPA.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All HPAs issued pursuant to RCW 75.20.100 or 75.20.160 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The permittee has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All HPAs issued pursuant to RCW 75.20.103 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the permittee: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 75.20.130.

SECTION 01451

CONTRACTOR QUALITY CONTROL

1. QUALITY CONTROL PLAN

1.1 General: The Contractor shall furnish for approval by the Government, not later than fifteen (15) days after receipt of contract award, the Contractor's Quality Control (CQC) Plan with which they propose to implement the requirements of Contract Clause, INSPECTION OF CONSTRUCTION. The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable CQC plan within the time herein prescribed, the Contracting Officer (CO) may refuse to allow construction to start if an acceptable interim plan is not furnished or withhold funds from progress payments in accordance with Contract Clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS, until such time as the Contractor submits an acceptable final plan.

1.2 Coordination Meeting: Before the start of construction, the Contractor shall meet with the CO and discuss the CQC system. The proposed CQC plan shall be available, in writing, for review during the meeting. A mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's inspection and control with Government's inspection. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.

1.3 The CQC Plan shall include as a minimum, the following:

(1) A description of the quality management organization, including chart showing lines of authority and acknowledgment that the CQC staff shall conduct the phase inspections for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.

(2) The name, qualifications, duties, responsibilities and authority of each person assigned a QC function, and of the on-site CQC System Manager who shall be subject to approval.

(3) A copy of the letter to the QC manager signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the QC manager shall be furnished.

(4) Procedures for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.

(5) Description of method to ensure dredging and ~~new marine habitat bench disposal~~ ~~berm~~ construction will be within specified limits. If the use of electronic positioning equipment is intended, include the equipment manufacturer make, model, and equipment operating frequency.

(6) Reporting procedures to include required reporting format.

(7) Description of procedures to be used to obtain final elevations and cross section in the new marine habitat bench disposal area.

~~(8) Description of procedures to be used to move floats.~~

1.4 Acceptance of Plan: Acceptance of the CQC plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.

1.5 Notification of Changes: After acceptance of the CQC plan, the CO shall be notified in writing of any proposed change. Proposed changes are subject to approval.

2. DOCUMENTATION

2.1 The Contractor shall maintain current records of quality control operations and activities. A record shall be prepared for each scheduled working day. The records shall be numbered consecutively. These records shall be on the forms required in SECTION: DREDGING, and indicate a description of trades working on the project, the numbers of personnel working, the weather conditions encountered, any delays encountered, and acknowledge of deficiencies noted along with the corrective actions taken on current and previous deficiencies.

3. NOTIFICATION OF NONCOMPLIANCE: The CO will notify the Contractor of any noncompliance with the contract specifications. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or the Contractor's representative at the site or work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

END OF SECTION

SECTION 02482

DREDGING

I. SCOPE OF WORK

All material shall be removed by clamshell dredging including removal and disposal of all materials as specified herein or indicated on the drawings. All shoals shall be removed within the described area to the required dredging prism despite any changes that may have occurred in their volume, dimensions, or locations between date of condition survey and date of predredging survey.

2. TYPE OF DREDGING

Dredging shall be performed by non-hydraulic mechanical dredging on to deck barges or into bottom dump barges.

3. CHARACTER OF MATERIALS

Material to be removed to restore the Swinomish Channel and Squalicum Waterway depth within the required limits shown on the drawings is composed of shoaling that has occurred since the channel was last dredged. Previous dredging records indicate that the material to be removed from the Swinomish Channel and Squalicum Waterway consist of sand, and sand with occasional gravel and silt, and silt. Gradation curves of historic sediment samples from the Swinomish Channel and Squalicum Waterway are available for inspection in Operations Division, Seattle, District, U.S. Army Corps of Engineers, 4735 East Marginal Way South, Seattle, Washington. The Contractor may also encounter accumulations of forest trash, sunken logs, stumps, snags, whole trees with root systems, and miscellaneous debris. Offerors are expected to examine the site of the work and decide for themselves the character of the materials.

4. RECORDS OF PREVIOUS DREDGING AND DETAILED CURRENT CONDITION SURVEYS

Records of previous dredging, including sediment sample analysis data, are available for inspection in Operations Division, Seattle District, U.S. Army Corps of Engineers, 4735 East Marginal Way South, Seattle, Washington. Point of contact is Hiram Arden, phone 206-764-3401. Government does not warrant accuracy of records of previous dredging.

5. REPORTING REQUIREMENTS

Contractor shall prepare and maintain a daily report of operations and furnish two copies thereof to Contracting Officer daily. A copy of the Daily Report Form, which may be used for recording required information, is attached. Further instructions on preparation of report will be furnished at preconstruction conference. Contractor shall record times and durations of all shutdowns during the dredging day.

6. LAYOUT OF WORK

Prior to beginning dredging, the Contracting Officer will establish a tidal reference point on each

reach affected by dredging this contract. Contractor shall use the navigation aids and reference points for his survey control and layout of work. Contractor shall furnish ranges and range lights if required for dredging control.

7. DISPOSAL OF DREDGED MATERIAL

7.1 Rosario Strait PSDDA Open-Water Disposal Site (Bid Items 0002, 0003 and 0005)

Dredged material (except as noted in paragraph 9.2 below) shall be transported by deck or bottom-dump barges to the Rosario Strait PSDDA open-water disposal area as shown on Exhibit 1 attached at the end of this Section. The disposal area has a 1500 foot maximum radius and the center of the disposal area is located at latitude 48°30.88' and longitude 122°43.48' NAD 27 and latitude 48°30.87' and longitude 122°43.56' NAD83. Contractor's equipment at the disposal site shall be within the 1500-foot radius circle during dumping. Equipment position (inside the 1500-foot radius) shall be verified by the Coast Guard Vessel Traffic System by radio before dumping begins and at the end of the dump. Both the Contractor and the Coast Guard will log each disposal operation at the Rosario Strait PSDDA disposal area. Contractor shall record his disposals on the Disposal Site Use Report attached at the end of the section. Contractor's failure to adhere to PSDDA procedures may result in a fine by the State. Payment will not be made for any material that is deposited elsewhere than in the Rosario Strait PSDDA open-water disposal area except as indicated below. Logs, snags, stumps, and miscellaneous debris shall not be disposed at the Rosario Strait PSDDA disposal site. This debris shall be disposed in upland site(s) selected by the Contractor and approved by the Contracting Officer. Contractor shall complete Daily Report of Operations and Quality Control, a copy of which is attached at the end of this Section. No user fee payment to the Washington State Department of Natural Resources is required for disposal of Swinomish Channel dredged materials at the Rosario Strait PSDDA open water disposal site.

7.1.2 Disposal in Unauthorized Areas

Payment will not be made for any material that is deposited elsewhere than in disposal area shown or as approved by the Contracting Officer, and Contractor may be required to move such misplaced material and deposit it in an area acceptable to the Contracting Officer at no additional cost to the Government.

7.2 Disposal in New Marine Habitat Bench (Bid Item 0005)

An estimated ~~Up to~~ 35,000 cubic yards of dredged materials from the cross-hatched areas shown on the Squalicum Waterway drawing E-6-3-297, Sheets 10 and 11 (between channel centerline Stations ~~126+00 to 21+00~~ and ~~33+00 to 41+00~~) shall be placed to construct a new 2 acre marine habitat bench as shown in Exhibit 2 (Plan and Section) attached at the end of this Section. ~~The actual quantity placed at the new marine habitat site will vary depending on consolidation and settlement during dredged material placement to the target elevation of -4 ft. MLLW.~~

The habitat bench mitigation/enhancement will be constructed using clean dredged silt material beneficially reused from the Squalicum Waterway Channel maintenance dredging. The dredged material shall be placed on the waterward side of the riprap breakwater, creating a broad, shallow bench of fine-graded material conducive to colonization by a wide range of endemic organisms, potentiall including eelgrass. The bench is designed to provide valuable foraging habitat for juvenile salmonoids the migrate along the existing breakwater. The bench

will create about 2 acres of shallow subtidal habitat at a target elevation of -4 ft. MLLW, with a tolerance of -0.5 ft/ +1.0 ft. The offshore edge of the bench will slope at an angle of approximately 5H:1V, terminating at existing depths of approximately -12 ft. MLLW.

7.2.1 Contractor Submittal

The Contractor shall submit its plan of operations proposal for approval to the COR and approval shall be obtained, in advance of placing material at the proposed new marine habitat bench. The plan shall outline the Contractor's proposal to complete the project. The plan shall include the sequence of placement starting at the Squalicum Marine riprap breakwater. The Contractor is expected to use light loads and tides to achieve the desired to target elevation of -4 ft. MLLW, and shall place the material in a manner that maintains surface water quality within permitted limits.

7.3 Contractor-Furnished Disposal Areas

If Contractor proposes to dispose of dredged material in other than the Rosario Strait open-water disposal area shown on drawing, he shall submit, within 5 calendar days of receipt of Notice to proceed, a description of his proposed disposal areas and written permission of owners of property to use proposed areas for disposal. Written permission of owners shall be assigned to bidder and not a subcontractor. Description of disposal areas shall include location, size, and capacity of each area. Written permission of property owners involved in access to Contractor-furnished disposal areas shall also be included with Contractor's submittal. Contractor shall coordinate his Contractor-furnished disposal areas with agencies listed in Paragraph Environmental Agencies and obtain all required permits. Written approval of the agencies, together with copies of required permits, shall be included in the Contractor's submittal. Bidders are advised that Washington Department of Natural Resources may impose a royalty fee on dredged material not disposed at the Rosario Strait open water disposal site. If a Contractor has not obtained necessary approvals for a contractor-furnished disposal area, use of the Rosario Strait PSSDA open water disposal site is required.

7.3.2 Areas Submitted After Award

If, after award of contract, a disposal area, or areas, other than shown on drawings is proposed by Contractor, acceptance thereof will be subject to approval of Contracting Officer and will be cause for contract modification in the best interest of the Government. Contractor shall obtain written consent of owners of substitute grounds and furnish evidence thereof to Contracting Officer. A proposal for an alternate disposal area shall be received in detail, and with supporting data, sufficiently in advance of required approval date to permit analysis to ensure that consideration has been given to interest of all affected parties. Contractor will be required to coordinate on use of his proposed disposal areas with Federal and State agencies as listed below in Paragraph Environmental Agencies and will be required to obtain written approval of all such agencies along with all permits and certifications required by law. Contract time will not be extended for obtaining approvals and permits

7.3.3 Use of Any Contractor-Furnished Disposal Area

All expenses incurred in connection with providing and making available such disposal areas shall be borne by the Contractor, and all materials deposited thereon and all operations in connection therewith shall be at Contractor's risk. Method of containment of disposed material shall be as approved by the Contracting Officer. Offerors are cautioned that processing time

03050/II
Swinomish Channel and Squalicum Waterway Maint. Dredging, Wa.

for disposal-type permits is such that if permits have not already been obtained or initiated for the disposal site, it may be impossible to obtain them in enough time to meet the contract completion date.

7.3.4 Environmental Agencies

Except as otherwise specified hereinbefore, Contractor will be required to coordinate and furnish written approval on use of his proposed disposal areas and both natural and artificial wastewater channels, along with all required permits and certification, with following Federal and state agencies:

Brian Williams
Washington Department of Fish and Wildlife
333 E. Blackburn Rd.
Mt. Vernon, WA. 98273

Loree Randall
Washington Department of Ecology
P. O. Box 47600
Olympia, Washington 98504-7600

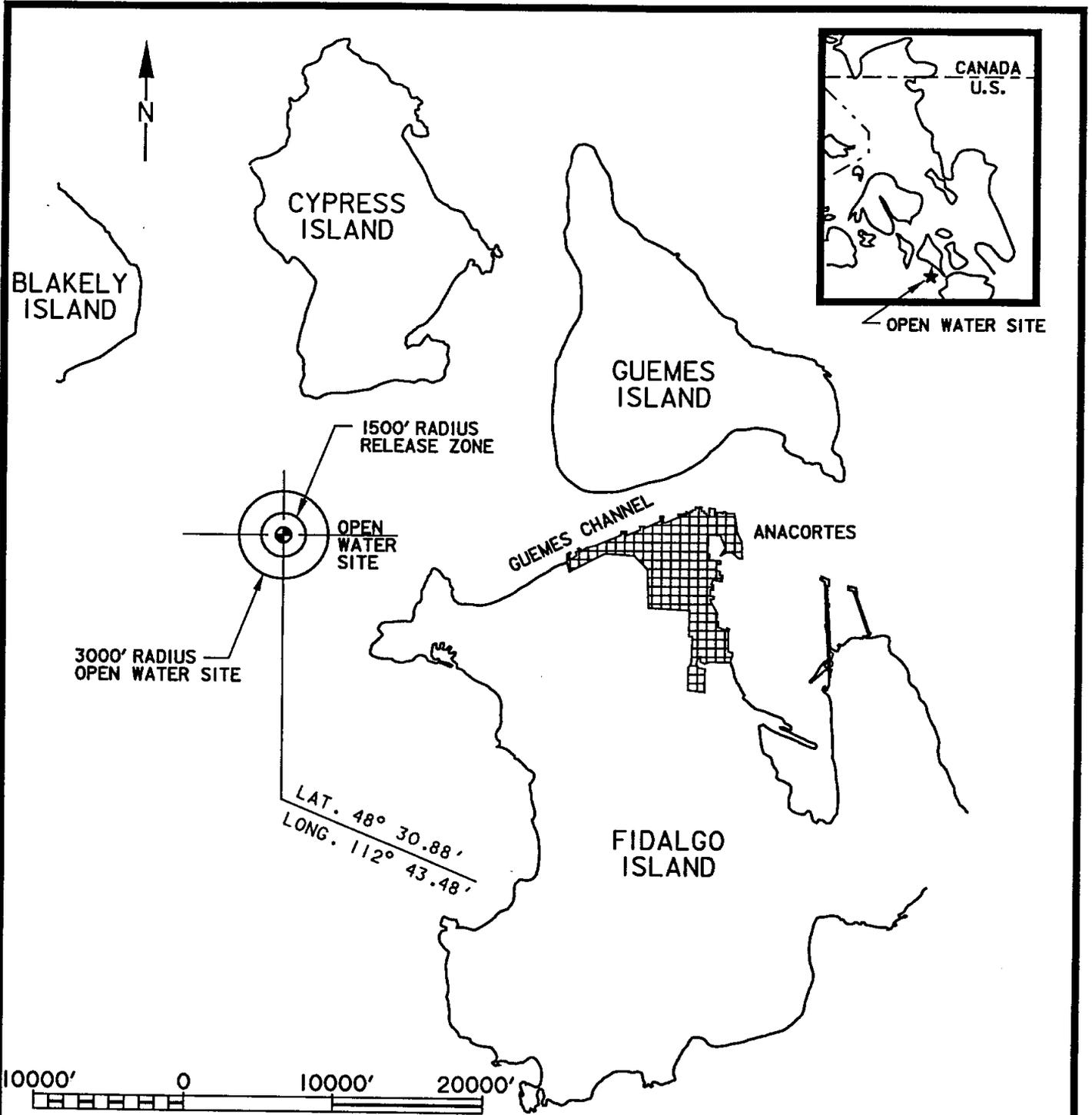
Lynn Childers
US Fish and Wildlife Service
510 Desmond Drive, Suite 102
Lacey, Washington 98503-1273

Justine Barton
Environmental Protection Agency
ECO-083
1200 Sixth Ave.
Seattle, WA. 98101-1128

Peter Leon
Aquatic Resources
Washington Dept. of Natural Resources
111 Washington St. SE
P.O. Box 47027
Olympia, WA. 98504-7027

Hiram Arden, Operations Division
US Army Corps of Engineers
Seattle District
P.O. Box C-3755
Seattle, WA. 98124

Attachments follow:



NOTE: THE ABOVE ROSARIO STRAIT OPEN WATER SITE COORDINATES BASED ON 1927 DATUM. THE FOLLOWING COORDINATES SHOULD BE USED FOR 1983 DATUM.

LAT. 48° 30.87' LONG. 122° 43.56'

U.S. ARMY ENGINEERS DISTRICT, SEATTLE
CORPS OF ENGINEERS
Seattle, Washington

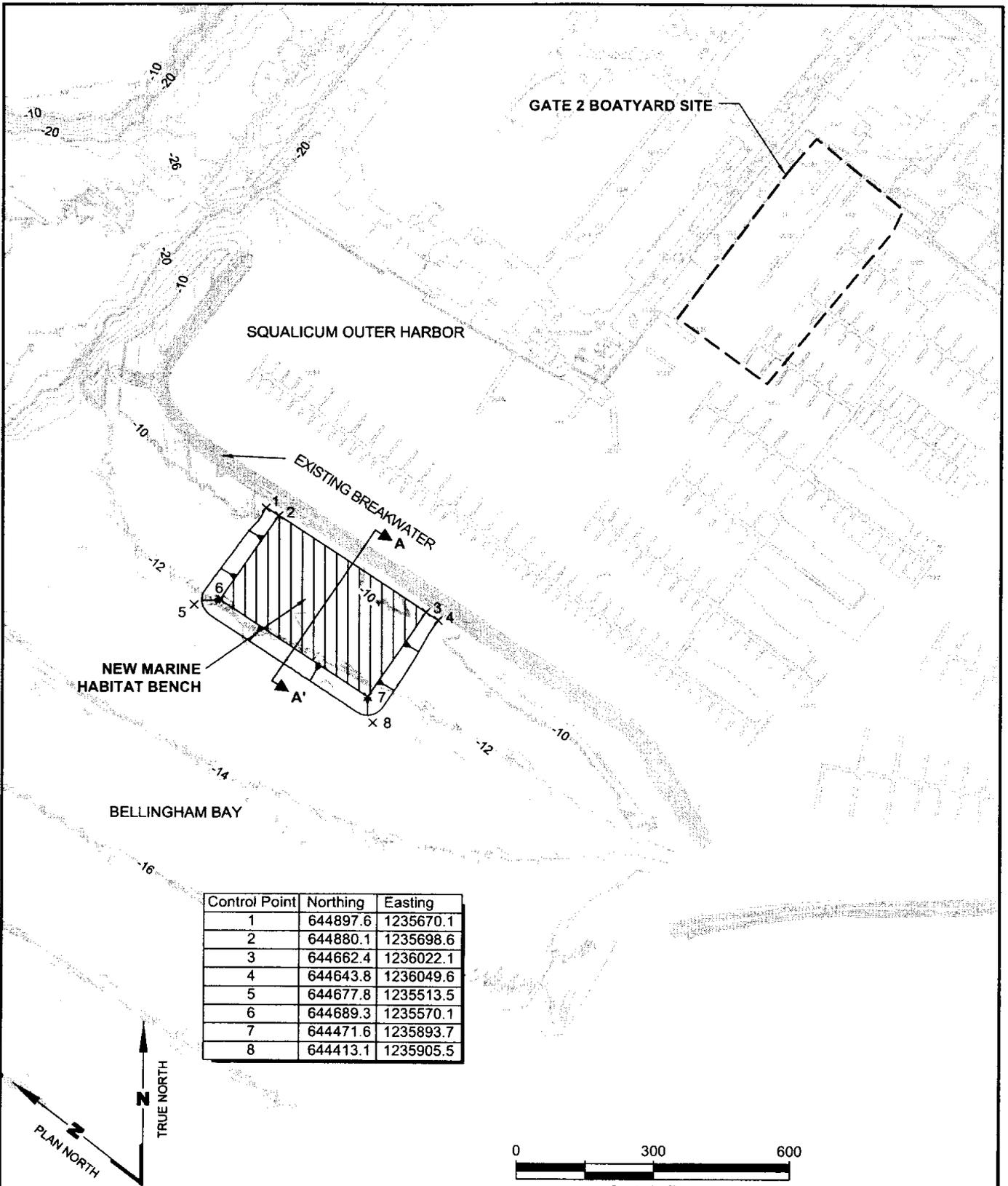
SWINOMISH CHANNEL, WASHINGTON
MAINTENANCE DREDGING

DATE	PUBLIC NOTICE	SHEET
14 JAN 02	CENWS-OD-TS-NS-15	2 OF 2

EXHIBIT 1

02482-5

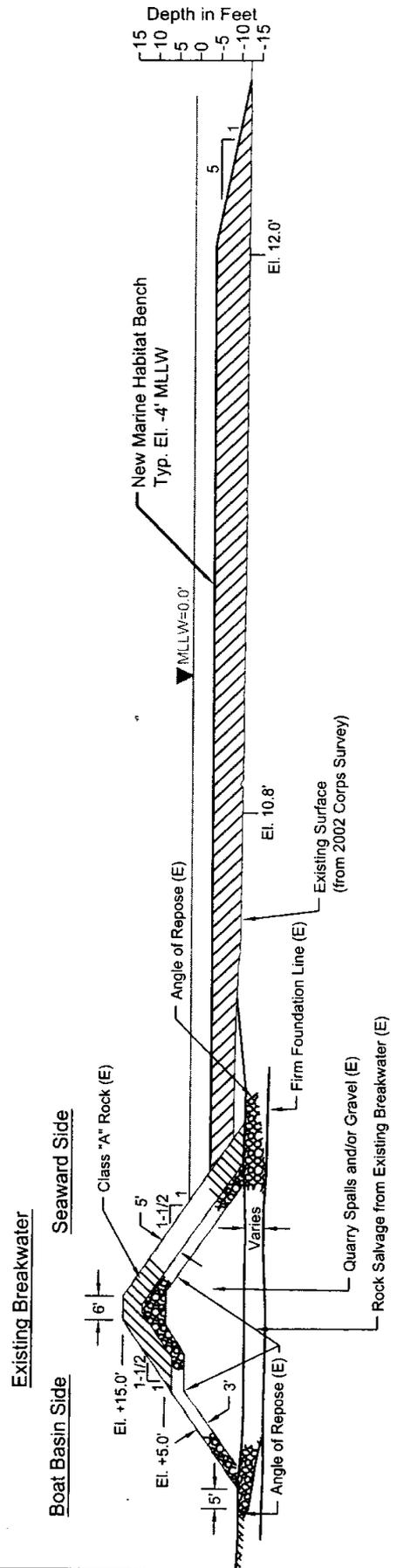
Port of Bellingham/Gate 2 Boatyard | T:\001027\151\USACE Contract Documents\Plan.dwg (A) Figure 1 6/6/2003



Adapted from: Anchor Environmental

Port of Bellingham Gate 2 Boatyard Bellingham, Washington	New Marine Habitat Bench	Figure Plan
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EXHIBIT 2 02482-6



(E)=Existing

END OF SECTION

02482-7

Adapted from: Anchor Environmental



Port of Bellingham
Gate 2 Boatyard
Bellingham, Washington

New Marine Habitat Bench
Cross Section A-A'

Figure
Section

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