

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES
				1	3
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 16-Jul-2002	4. REQUISITION/PURCHASE REQ. NO. W81LJ8-2051-9199		5. PROJECT NO.(If applicable)
6. ISSUED BY USAED, WILMINGTON - (910)251-4862 ATTN: HILDA D. AYERS PO BOX 1890 (28402-1890) HILDA.D.AYERS@USACE.ARMY.MIL WILMINGTON NC 28402-1890		CODE K7P0000	7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. DACW54-02-B-0009
				X	9B. DATED (SEE ITEM 11) 14-Jun-2002
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<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 checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>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:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> 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.</p>					
<b>12. ACCOUNTING AND APPROPRIATION DATA (if required)</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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.					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> IFB DACW54-02-B-0009, Maintenance Dredging Manteo (Shallowbag) Bay, (Oregon Inlet), Dare County, North Carolina is amended as follows: a. SECTION 00010: Delete existing page 1 of 135 in its entirety and substitute enclosed revised page. b. SECTION 00700: Add attached Clause 52.228-5, Insurance- Work on a Government Installation. c. SECTION 00800: Add attached Clause 52.0228-4014, Kinds and Amounts of Insurance Required. d. See attached pages for changes to Technical Sections. NOTES: The date for receipt of bids has been extended from 18JUL2002 to 25JUL2002, 2:00 p.m. Acknowledge receipt of this amendment by one of the methods specified in Block 11, Standard Form 30. Enclosures (as stated)					
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)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		16-Jul-2002

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Solicitation/Contract/Order Form

The required response date/time has changed from 18-Jul-2002 02:00 to 25-Jul-2002 02:00

Changes in Section 00700

The following clauses which are incorporated by full text have been added or modified:

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

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

(b) Before commencing work under this contract, the Contractor shall notify 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.

(End of clause)

Changes in Section 00800

The following clauses which are incorporated by full text have been added or modified:

52.0228-4014 KINDS AND AMOUNTS OF INSURANCE REQUIRED:  
(CESAW-CT Local Instruction)

(1) Worker's Compensation and Employer's Liability.

In the amount required by law of the state in which work is to be performed under this contract or at least \$100,000.

(2) General Liability.

Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$1,000,000 per occurrence and an aggregate limit of \$5,000,000.

(3) Automobile Liability.

At least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage, or a combined single limit of \$500,000.

(End)

14. DESCRIPTION OF AMENDMENT -- Cont'd

e. SECTION 01100: Delete existing Page 1 and Page 16 in their entirety and substitute enclosed revised pages.

f. SECTION 1355:

(1) Delete existing Page 1, Page 7, Page 9, Page 10 and Page 11 in their entirety and substitute enclosed revised pages.

(2) ADD Attachment 1 and Attachment 2 Cover Pages with enclosures in their entirety.

NOTE:

Text that is added or revised by this amendment is replaced in its entirety and/or underlined and printed in bold and/or stamped appropriately.

The text changes may have necessitated reformatting of subsequent text or pages. If this is the case, those pages have also been issued as amended pages but are not underlined with bold text.

Encls  
As stated

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW54-02-B-0009	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 14-Jun-2002	PAGE OF PAGES 1 OF 135
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81LJ8-2051-9199	6. PROJECT NO.
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7. ISSUED BY USAED, WILMINGTON - (910)251-4862 ATTN: HILDA D. AYERS PO BOX 1890 (28402-1890) HILDA.D.AYERS@USACE.ARMY.MIL WILMINGTON NC 28402-1890 TEL:(910) 251-4862 FAX: (910) 251-4454	CODE K7P0000	8. ADDRESS OFFER TO (If Other Than Item 7)  <b>See Item 7</b>	CODE
		TEL:	FAX:

9. FOR INFORMATION CALL:	A. NAME HILDA D AYERS	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 910-251-4862
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**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):  
 SPECIFICATIONS FOR MAINTENANCE DREDGING MANTEO (SHALLOWBAG) BAY, (OREGON INLET), DARE COUNTY, NORTH CAROLINA (JUNE 2002).  
 ESTIMATED COST RANGE OF PROJECT IS \$10,000,000 - \$25,000,000.  
 NOTE: RETURN SECTION 00600, REPRESENTATIONS AND CERTIFICATIONS WITH BID SUBMITTAL.  
 IF BID IS HANDCARRIED, DELIVER TO: 69 DARLINGTON AVENUE, WILMINGTON, NC 28403, ATTN: HILDA AYERS (910-251-4862), PRIOR TO THE TIME AND DATE SPECIFIED BELOW FOR BID OPENING. DUE TO HEIGHTENED SECURITY CONDITIONS, ACCESS TO THE BUILDING IS CONTROLLED BY SECURITY PERSONNEL. BRIEFCASES MUST BE OPENED FOR EXAMINATION BY SECURITY PERSONNEL. PERSONS HAND-DELIVERING BIDS SHOULD TAKE CARE TO ALLOW SUFFICIENT TIME TO PERMIT COMPLETION OF SECURITY REQUIREMENTS AND DELIVERY OF THE BID TO THE DESIGNATED OFFICE PRIOR TO THE TIME SET FOR RECEIPT OF BIDS.  
 -----THIS IS AN UNRESTRICTED ADVERTISEMENT-----  
 VERBAL OR WRITTEN REQUESTS FOR INFORMATION MUST BE DIRECTED TO THE PERSON LISTED IN ITEM 9 ABOVE. INQUIRIES AND REQUESTS THAT ARE DIRECTED TO ANY OTHER PERSON MAY NOT BE RELAYED TO THE PROPER PERSON AND, THEREFORE, MAY NOT BE ANSWERED. SEE 52.000-4011 IN SECTION 00100.

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:  
 A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 02:00:00 (hour) local time 7/25/02 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.  
 B. An offer guarantee  is,  is not required.  
 C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.  
 D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01100

SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

- 1.1 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- 1.2 UNDERWATER DIVING OPERATIONS
- 1.3 LAYOUT OF WORK
- 1.4 PERFORMANCE AND PAYMENT BONDS
- 1.5 U.S. COAST GUARD REQUIREMENTS - DREDGING OPERATIONS
- 1.6 CERTIFICATES OF COMPLIANCE
- 1.7 INSPECTION
- 1.8 SUBMITTALS
- 1.9 PLANT
- 1.10 NOTICE TO MARINERS
- 1.11 SEAGOING BARGE ACT (1979 OCE)
- 1.12 PARTNERING
- 1.13 BEACH SURVEYS AND SURVEY PERSONNEL
- 1.14 QUANTITY SURVEYS
- 1.15 ADDITIONAL SURVEY AND SURVEY PERSONNEL REQUIREMENTS

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

- 3.1 REQUIRED CONSTRUCTION MEETINGS
- 3.2 FINAL EXAMINATION AND ACCEPTANCE
- 3.3 ACCOMMODATIONS AND MEALS FOR INSPECTORS
- 3.4 SAFETY REQUIREMENTS - DREDGING
- 3.5 ACCIDENT REPORTING AND RECORD KEEPING
- 3.6 BULLETIN BOARD
- 3.7 RETAINAGE FOR UNTIMELY SUBMISSION OF SUBCONTRACTING REPORTS
- 3.8 SURVEY DATA
- 3.9 PLANT LOCATION
- 3.10 WORK IN QUARANTINED AREA **DELETED**
- 3.11 SIGNAL LIGHTS
- 3.12 CONTRACT DRAWINGS AND SPECIFICATIONS
- 3.13 RATES OF WAGES
- 3.14 LIST OF ATTACHMENTS

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next progress payment due after the contractor fails to submit a required report. If one or more reports have been submitted before such failure, formula for determining the amount of retainage will be adjusted by deducting any amounts reported as subcontracted to small business from the total dollar amount proposed to be subcontracted and the difference multiplied by the percentage of actual progress.

(c) Subcontracting plans are not required--

(1) For contracts or contract modifications that will be performed entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico; or

(2) For modifications to contracts that do not contain the clause 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business concerns (or equivalent prior DAR, FPR, or NASA clauses); e.g., contracts awarded before Pub. L. 95-507 and which are within the scope of the contract.

### 3.8 SURVEY DATA

The Contractor shall maintain complete and accurate field notes, sketches, recordings and computations required in establishing the necessary horizontal and vertical control. All survey data shall be recorded in accordance with accepted standards and as approved by the Contracting Officer. All the above data shall be available at all times during the progress of the work for ready examination and use by the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish a copy of above survey data.

### 3.9 PLANT LOCATION

The Contractor's plant shall be arranged and located in areas approved by the Contracting Officer. This requirement includes the construction plant; offices; shop and storage buildings; housing facilities and all other equipment and materials needed to construct the project.

### 3.10 ~~DELETED~~ WORK IN QUARANTINED AREA (1968 MAY OCE)

The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The Contractor agrees that all construction equipment and tools to be removed from such counties shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such a quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5 and attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all subcontractors.

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01355

ENVIRONMENTAL PROTECTION

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- 1.2 REGULATIONS AND GUIDANCE
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- 1.4 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS
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- 2.1 ENVIRONMENTAL PROTECTION PLAN
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  - 2.1.2 Terms and Conditions of Agency Certifications and Approvals
  - 2.1.3 Methods for Protection of Resources
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  - 2.1.6 Recycling and Waste Minimization Plan
  - 2.1.7 Contaminant Prevention Plan
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- 2.2 NOTIFICATIONS

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- 3.1 PROTECTION OF ENVIRONMENTAL RESOURCES
- 3.2 SPECIAL ENVIRONMENTAL REQUIREMENTS
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  - 3.2.2 Protection of Water Resources and Wetlands
  - 3.2.3 Protection of Fish and Wildlife
  - 3.2.4 Protection of Endangered and Threatened Species
  - 3.2.5 Protection of Air Resources
  - 3.2.6 Noise Protection
  - 3.2.7 Avoidance and Reporting of Archaeological and Historic Resources
  - 3.2.8 **USDA Quarantine Considerations for Cleaning Equipment**
  - 3.2.9 Waste Management
- 3.3 RESTORATION OF LANDSCAPE DAMAGE
- 3.4 MAINTENANCE OF POLLUTION CONTROL FACILITIES
- 3.5 TRAINING OF CONTRACTOR PERSONNEL
- 3.6 PAYMENT FOR ENVIRONMENTAL PROTECTION

-- End of Section Table of Contents --

in turbidity outside the area of construction or construction related discharge. The effluent shall not exceed or be above ambient background levels or 25 NTUs (whichever is more stringent) in the immediate vicinity of the effluent pipe.

The discharge shall be free of toxic substances in violation of state water quality standards.

Non-compliance with or violation of the conditions herein set forth by a specific fill project shall result in revocation of this Certification for the project and may result in criminal and/or civil penalties.

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

#### SPECIAL USE PERMITS (SUPs).

- Beach disposal on Pea Island shall be conducted in accordance with the conditions of the SUP to be issued by the USFWS, Pea Island National Wildlife Refuge. A copy of the SUP will be provided to the Contractor.
- Dredging of uplands on Bodie Island shall be conducted in accordance with the conditions of the SUP issued by the National Park Service, Cape Hatteras National Seashore. A copy of the SUP is provided as Attachment 1.

#### 3.2.1 Protection of Land Resources

Prior to beginning any field work, the Contractor shall identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, sand dunes, or land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special use is permitted, the Contractor shall provide effective protection to prevent damage to the tree(s) and any other land and vegetative resources. Unless specifically authorized by the Contracting Officer, no construction equipment or materials shall be placed or used within the drip line of trees. Also, no excavation or fill shall be permitted within the drip line of trees.

Prior to any land disturbing activities, the Contractor shall mark areas which are required for accomplishment of all work to be performed under this contract. In addition a brightly colored "warning barrier fence" shall be installed to mark specific areas or objects within the general work area which are to be saved and protected. Posts of sufficient length and spacing shall be provided and installed to adequately support the fence. The Contractor shall maintain the fence in a satisfactory condition for the duration of the project, and shall remove and dispose of the fence in a satisfactory manner after completion of the construction activities.

Monuments and markers shall be protected before construction operations commence. Where construction activities are to be conducted during darkness, reflective or lighted markers shall be used to ensure visibility. The Contractor shall convey to his personnel the purpose of the protective marking(s) and the necessity for protecting marked objects.

#### 3.2.2 Protection of Water Resources and Wetlands

and shortnose sturgeons, have specific requirements for agency notification. Any dead, injured, or sick individual of any protected species found in the project area by the Contractor, shall be left undisturbed and the Contracting Officer shall be notified immediately. The Contractor shall also prepare and provide to the Contracting Officer written records detailing any such incident involving protected species within 24 hours of its occurrence.

### 3.2.5 Protection of Air Resources

The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with all Federal and State of North Carolina emission and performance laws and standards. Ambient air quality standards set by the Environmental Protection Agency shall be met for the construction operations and activities conducted under this contract. Special management techniques shall be implemented as set out below.

- a. Particulates - Airborne particulates, including dust particles, from construction activities and processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust and other particulates which would cause exceedance of Federal, State, or local air pollution standards or which would cause a hazard or nuisance.
- b. Odors - Odors shall be controlled at all times for all construction activities, as well as processing and preparation of materials.
- c. Monitoring - Air in all areas affected by construction activities shall be monitored by the Contractor.

### 3.2.6 Noise Protection

The Contractor shall keep construction activities under surveillance, management, and control to minimize damage to the environment by noise.

### 3.2.7 Avoidance and Reporting of Archaeological and Historic Resources

Significant cultural resources may occur in the project vicinity, although none have been identified within the boundaries of the construction area. If, during any activities under this contract, objects are encountered that may be archaeological or historic material, the Contractor shall immediately record the location of the contact or discovery, shall leave the find undisturbed, and shall carefully save any recovered cultural material until it can be inspected by the appropriate authorities. The Contractor shall temporarily suspend activities in the vicinity of the discovery and shall immediately notify the Contracting Officer or designated representative. Resources covered by this paragraph include, but are not limited to, human skeletal remains or burials, wooden or metal-hulled boats, navigation relics, artifacts, shell or bone deposits, and walls or other constructed features. Work suspension is not required upon discovery of isolated bricks or bottles. However, even these isolated finds shall be either left in place or retained by the Contractor for inspection by the Contracting Officer or appropriate State representative.

Cultural resource contacts may be evidenced by repeated contact with an obstruction and/or recovery of wooden planking or framing that may represent an intact portion of a shipwreck, brass or copper plating or fittings, chain, old style anchors, ship tackle, ballast, or similar items. Cultural resources which may be encountered in the project area, including both wooden and metal-hulled vessels as well as individual artifacts, are State-owned and are protected under a number of State and Federal laws and regulations.

### 3.2.8 USDA Quarantine Considerations for Cleaning Equipment

A compliance agreement between the U.S. Department of Agriculture (USDA) and the USACE requires that measures be taken to assure that the movement of construction equipment between job sites does not spread the infestation of serious plant pests that may be present in the soil (ER 1110-1-5 and map are provided as attachment 2). The southeastern counties of North Carolina, as well as major portions of all southeastern states, are in a quarantine area for such pests, including the imported fire ant. Therefore, the Contractor shall thoroughly clean all construction equipment at the previous job site in a manner that ensures that the equipment is free from residual soil, egg deposits from plant pests, noxious weeds, and plant seeds. In addition, all construction equipment used for this USACE contract shall be thoroughly cleaned by the Contractor before it is removed from the job site. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements that may be necessary.

### 3.2.9 Waste Management

- a. Disposal of Solid Wastes - Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste). Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. Upon job completion, the Contractor shall inspect all areas of the job site and assure that all solid waste is removed.
- b. Disposal of Contractor Generated Hazardous Waste - Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction and maintenance activities shall be removed from the work area and disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe, covered location. Precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from the job site within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into any sanitary sewer system.
- c. Disposal of Wastewater - Disposal of wastewater shall be conducted in such a manner as to avoid polluting the environment. All wastewater shall be processed, filtered, stored, or otherwise treated prior to release into any natural body of water, including the ocean, inlets, estuaries, sounds, creeks, canals, ditches, or ponds.
- d. Handling of Fuels and Lubricants - Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

### 3.3 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of approved work areas. Such restorations shall be in accordance with the plan submitted to and approved by the Contracting Officer.

### 3.4 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time that construction activities create the particular potential pollutants requiring control.

### 3.5 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/ pollution control meetings for all Contractor personnel at least once each month. Meeting and training shall include, as a minimum, explanation of the requirements to protect endangered and threatened species, archaeological and historic resources, and wetlands; methods of detecting and avoiding pollution; familiarization with pollution control standards, both statutory and contractual; the installation and care of facilities for environmental protection (vegetative covers, etc.); and the use and care of equipment and instruments required for monitoring purposes to ensure adequate and continuous environmental protection and pollution control. Recognition and protection of archaeological sites and artifacts shall also be discussed.

#### 3.6 PAYMENT FOR ENVIRONMENTAL PROTECTION

Environmental protection will be a subsidiary obligation of the Contractor and will not receive separate payment. Any exception(s) will be conducted only as ordered by the Contracting Officer and will be an additive payment.

-- End of Section --

# **ATTACHMENT 1**

## **NATIONAL PARK SERVICE SPECIAL USE PERMIT**

(Added by Amendment No. 0001)



IN REPLY REFER TO:

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
OUTER BANKS GROUP

Fort Raleigh National Historic Site      Wright Brothers National Memorial  
Cape Hatteras National Seashore  
1401 National Park Drive  
Manteo, North Carolina 27954

L30 (SUP)(CAHA)

July 9, 2002

Ben F. Wood, P.E.  
Chief, Technical Services Division  
Department of the Army  
Wilmington District, Corps of Engineers  
P.O. Box 1890  
Wilmington, North Carolina 28402-1890

Dear Chief Wood:

Enclosed is Special Use Permit No. GOV02-CAHA-6000-083 for the purpose of dredging specified areas in and about the northern tip of Bodie Island within the Cape Hatteras National Seashore.

Please review and adhere to all of the conditions of these permits. After reviewing the conditions please sign all copies of the permit. Retain the PERMITTEE copies for your records. For the permit to be valid return the signed PARK copies for our files.

Thank you for your cooperation.

Sincerely,

Lawrence A. Belli  
Superintendent  
Outer Banks Group

Enclosures

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service  
Special Use Permit

Name of Use Dredging

Date Permit Reviewed 20 \_\_\_\_  
Reviewed 20 \_\_\_\_  
Reviewed 20 \_\_\_\_  
Expires 2003 June 30

Long Term \_\_\_\_

Permit # GOV02 CAHA 6000 083  
Park Type No. #

Short Term X

Cape Hatteras National Seashore  
Name of Area

Dept. of the Army, Corps of Engineers of Wilmington, North Carolina 910-251-4581  
Name of Permittee Address Phone

is hereby authorized during the period from (Time 8:00 am) day 01 Month July 2002, through (Time 12:00  
Midnight) day 30 Month June 2003, to use the following described land or facilities in the above named  
area:

National Park waterways in Oregon Inlet and lands on the southern tip of Bodie Island. Specific descriptions  
and maps of this project are included in the following documents: Environmental Assessment (April 2002),  
COE Finding of No Significant Impact (June 2002), NPS Statement of Findings (June 2002), and NPS Finding of  
No Significant Impact (July 2002).

For the purpose(s) of:

Dredging to maintain the federally authorized 14-foot X 400-foot channel through the ocean bar and to the  
interior channels of Manteo (Shallowbag) Bay federal navigation channels; and construction of a 400-foot  
channel widener on Bodie Island spit adjacent to Oregon Inlet.

Authorizing legislation or other authority (RE - DO-53): 36 CFR: Chapter 1, Part 5.7.

NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI \_\_\_\_ EIS \_\_\_\_ OTHER APPROVED PLANS \_\_\_\_  
PERFORMANCE BOND: Required \_\_\_\_ Not Required X Amount \$ \_\_\_\_  
LIABILITY INSURANCE: Required \_\_\_\_ Not Required X Amount \$ \_\_\_\_

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when  
appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of \$ Waived.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations,  
expressed or implied herein.

PERMITTEE [Signature], PE - DDE/PM CESAW 16 July 02  
Signature Date

Authorizing Official [Signature], for Lawrence A. Belli 07/01/02  
Signature Superintendent Date

Additional Authorizing Official \_\_\_\_\_  
(if required) Signature Title Date

PARK

## CONDITIONS OF THIS PERMIT

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. Damages - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(4)].
7. Permittee will comply with applicable public health and sanitation standards and codes.

8. The permittee and all participants authorized herein must comply with all conditions of this permit including all exhibits, amendments and/or written directions of the Park Superintendent.
9. This permit is applicable only for the use of the area(s) indicated under the terms detailed on Special Use Permit (Form 10-114) and the additional provisions listed below.
10. Special Park Uses Coordinator Steve Thompson is the Service's representative regarding permit preparation and can be reached at (252) 473-2111, ext. 121. North District Ranger Jon Anglin at (252) 441-7425 or his designee will serve as the Service's representative during the Project. The permittee must immediately notify Ranger Anglin in the event of any accidents or emergencies.
11. The permittee will exercise particular care to avoid disturbing or destroying wildlife and vegetation.
12. The permittee must properly dispose of all refuse generated by the permitted activity. Clean up to the satisfaction of the Service is the responsibility of the permittee. The permittee shall be liable for any damages to any government property resulting from these activities.
13. Upon expiration or termination of this permit, the permittee shall restore the site as nearly as possible to its natural state, under the direction of the Superintendent or his designee. Restoration to any damaged areas will include but not be limited to vehicular tracks being raked smooth, holes filled, and native vegetation restored. Damage to property shall be repaired to a condition that is as good or better than original.
14. This permit is issued subject to the permittee obtaining all required permits from local, state, and federal agencies. Copies of permit must be available at the request of the Superintendent.
15. Construction work on National Park Service (NPS) property at Bodie Island and Oregon Inlet is only permitted between August 15 and March 31.
16. The Department of the Army, Corps of Engineers (COE) monitoring program at Pea Island NWR will be expanded to include the vicinity of the channel widener and navigation channel, to the mutual satisfaction of COE, NPS, and Fish and Wildlife Service (FWS).
17. The geological and physical processes impacts of the project will be evaluated by COE following initial construction in order to determine future channel widener needs, and effects on shorelines of Bodie Island and Pea Island.
18. All beach compatible sediment dredged, including sediment dredged by hopper dredges, will

- be deposited on or near enough to Pea Island beaches to remain in the littoral system.
19. Construction activities will be scheduled to take place during daytime hours to the greatest extent possible to limit noise impacts on nocturnal wildlife in the area.
  20. Stockpiling and staging area will be delineated on-site by the Superintendent or his representative.
  21. Stockpiling and staging areas will be located away from areas used by wildlife and park visitors, and boundaries will be delineated to prevent incremental expansion of the site over time.
  22. No permanent buildings will be constructed at the staging areas and no workers or visitors will be housed or allowed to camp at the site; however, a temporary trailer will be permitted if necessary to accommodate a single night-watchman for the contractor.
  23. During construction, sediment traps and/or silt fencing will be placed along edges of the wetland mitigation area before any construction activity occurs to prevent sediment from entering the mitigation area.
  24. The following phrase shall be included in the construction contract: "The Contractor shall comply with all State of North Carolina, Department of Environmental Quality and National Park Service rules and regulations during construction including, but not limited to, the handling and storage of fuel, oil and other liquids."
  25. All construction vehicles will be cleaned using NPS-approved methods prior to arriving at and departing from the construction site to minimize the potential for introducing exotic plant species.
  26. Monitor wildlife of Bodie Island Spit as stated in the COE FONSI. A specific monitoring plan will be developed by NPS, FWS, and COE.
  27. Contractors will coordinate with NPS staff to reduce disruption of normal park activities. At least 48-hours prior to arrival, contractors will notify NPS when construction equipment will be delivered to the site to minimize traffic delays that may occur as trailers carrying equipment turn off Highway 12 or access other areas of the park.
  28. Contractors will be informed about the special sensitivity of park values, regulations, and appropriate grounds maintenance during construction periods.
  29. Safety fences and signs will exclude park visitors from construction and access areas, and will explain the reasons for the project. COE will maintain fences and signs in good repair during project activities. The COE will remove fences and signs at conclusion of all work and after stabilization of dredged shoreline.

30. The COE will mitigate the net loss of NPS wetlands as outlined in the NPS's SOF.
31. The required wetland compensation will occur on the Bodie Island spit slightly north of the channel and will meet the NPS's required 1:1 minimum compensation ratio. (The actual acreage of wetlands created will be based on the actual widener width but will equal or exceed the required 1:1 minimum compensation ratio.)
- ~~32. COE will use heavy equipment to remove sand from existing unvegetated flats on the Bodie Island spit. Some of these areas may be within a closed bird area that has had piping plover nests in the past. Therefore the required work will be accomplished outside of the breeding or migration period for shorebirds, to minimize adverse effects.~~
33. The elevation will be reduced to a level that will be inundated or saturated most if not all the time. Rather than ponds, these will be very shallow palustrine wetland areas that will provide habitat for foraging piping plover and their hatchlings.
34. Excavation will occur in numerous separate areas to create scattered wetlands that reduce competition among the birds and other wildlife using the wetlands. Although specific locations have not been identified, they will be within or near the existing bird closure shown on the map attached to the SOF.
35. The removed (excavated) sand will be redistributed on the Bodie Island spit to keep the material within the natural system. The removed sand will be placed in low mounds in scattered random locations.
36. During the life of this permit, the NPS may identify new areas that require excavation to mitigate for continued dredging in the inlet.
37. During the life of this permit, the NPS may require the COE to perform maintenance on ~~wetland compensation areas created by COE under the terms of this permit.~~
38. To the extent that work undertaken under this permit is performed by other than COE employees, COE shall require such person or corporation to:

*K. B. D. Z.*  
*Director*  

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*initial*

Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregated limitation of Five Million Dollars (\$5,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the project authorized herein, COE shall provide the NPS

written confirmation of such insurance coverage.

Pay the United States the full value for all damages to the lands or other property of the United States caused by the said person or organization, its representatives, or employees.

Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of the said person or organization, its representatives, or employees.

39. The COE agrees to be responsible for administration and/or payment of any and all claims for property damage or personal injuries which may arise out of the activities authorized by this Agreement in accordance with the provisions of the Federal Tort Claims Act.
40. During the course of this Permit, the COE is encouraged to document the nature and source of complaints about safety concerns and accidents involving vessels within Oregon Inlet. This information will be used in preparation of future NEPA documents.
41. The COE agrees to actively work with NPS and FWS on an agreement to prepare a Memorandum of Agreement (MOA) that meets NPS NEPA Standards to address the management interests of the COE and DOI at Oregon Inlet.
42. This permit may be revoked at any time at the discretion of the Superintendent without compensation to the permittee or liability to the United States.

16 JUL 02  
COE/SPM  

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initial

# **ATTACHMENT 2**

**ER 1110-1-5**

(Added by Amendment No. 0001)

CECW-EG  Engineer Regulation 1110-1-5	Department of the Army U.S. Army Corps of Engineers Washington, DC 20314-1000	ER 1110-1-5  25 July 1984
	Engineering and Design  PLANT PEST QUARANTINED AREA AND FOREIGN SOIL SAMPLES	
	<b>Distribution Restriction Statement</b> Approved for public release; distribution is unlimited.	

DAEN-ECE-G

DEPARTMENT OF THE ARMY  
U. S. Army Corps of Engineers  
Washington, D. C. 20314

ER 1110-1-5

Engineer Regulation  
No. 1110-1-5

25 July 1984

Engineering and Design  
PLANT PEST QUARANTINED AREAS  
AND FOREIGN SOIL SAMPLES

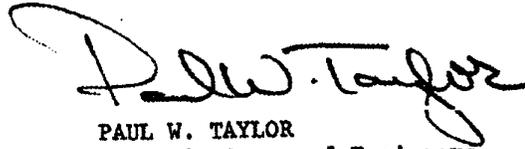
1. Purpose. The purpose of this regulation is to prescribe responsibilities and procedures for the removal of all service and construction equipment from areas quarantined because of serious plant pests, and the identification, shipping, storage, testing, and disposal of soils from areas quarantined because of serious plant pests and soils from foreign sources, U. S. territories and possessions, and Hawaii.
2. Applicability. This ER is applicable to all HQUSACE/OCE elements and field operating activities having responsibilities for construction, soil sampling, or soil testing.
3. General. A compliance agreement has been made by the Animal and Plant Health Inspection Service, U. S. Department of Agriculture and the Corps of Engineers regarding removal of service and construction equipment and also soil samples from areas which have been quarantined because of plant pests and soil samples from foreign sources. The purpose of this agreement is to grant permission to the Corps of Engineers to allow removal of equipment and soil samples from infected areas and to move soil samples from infected areas or foreign sources to laboratories for testing in a prescribed manner so that further infestation will not occur because of such removal of equipment or soil transfer. A copy of this agreement and a map of quarantined counties are attached as Appendix A.
4. Responsibilities. The provisions of this agreement will be fully observed by all Corps of Engineers personnel. All architect/engineering firms and contractors will be required to comply with this regulation by provision in their contracts where applicable.
5. Procedures. Service and construction equipment contaminated with soil shall be cleaned as prescribed in the above-mentioned agreement. The procedure for shipment, storage, testing, and disposal of soil samples from quarantined areas and foreign areas are presented in the agreement. Personnel responsible for obtaining and moving soil samples and for laboratory processing should contact state or Federal plant protection officials to discuss details of this agreement. Attachment IV to the agreement is a list of all Corps of Engineers laboratories which are authorized to receive soil

This regulation supersedes ER 1110-1-5, dated 23 December 1974.

ER 1110-1-5  
25 Jul 84

samples from quarantined areas and shipments of foreign soil samples.  
Paragraph 7-670.4 of ER 1180-1-1 sets out instructions for implementing this  
agreement in connection with activities of contractors.

FOR THE COMMANDER:



PAUL W. TAYLOR  
Colonel, Corps of Engineers  
Chief of Staff

1 Appendix  
APP A - Compliance Agreement

APPENDIX A  
 COMPLIANCE AGREEMENT

1. NAME AND MAILING ADDRESS OF PERSON OR FIRM U. S. Army Corps of Engineers HQBA (DAEN-ECE-G) Washington, D. C. 20314	2. LOCATION Pulaski Building, Room 6135 20 Massachusetts Avenue, N. W. Washington, D. C.
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3. REGULATED ARTICLE(S)  
 Soil Samples and Construction Equipment

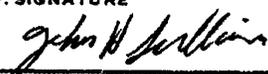
4. APPLICABLE FEDERAL QUARANTINE(S) OR REGULATIONS  
 7 CFR 301.85, 7 CFR 301.81, 7 CFR 301.80, and 7 CFR 330  
 Golden Nematode, Imported Fire Ant and Witchweed

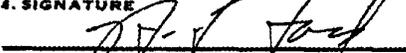
6. I/We agree to the following:  
 That in authorizing and participating in these treatments as a basis for the certification of regulated articles, no liability shall be attached either to the United States Department of Agriculture, to cooperating agencies, or to any of their employees in the event of injury to the property or the regulated articles; to handle, process, and move regulated articles in accordance with the provisions of applicable plant quarantines; to use all permits and certificates in accordance with instructions; to maintain and offer for inspection such records as may be required; to carry out all additional conditions, treatments, precautionary and sanitary measures which may be required by the inspector in the following stipulations:

See attachments for stipulations:

- Attachment I Handling Soil Samples
- Attachment II Cleaning of Soil-Moving Equipment
- Attachment III Map, "Soil Movement Regulations," including Plant Protection and Quarantine offices on reverse side
- Attachment IV List of U. S. Army Corps of Engineers Laboratories

This agreement supersedes a similar agreement dated June 27, 1974.

7. SIGNATURE 	8. TITLE John H. Sullivan Colonel, Corps of Engineers Executive Director Directorate of Engineering & Construction	9. DATE SIGNED 17 Feb 84
The affixing of the signatures below will validate this agreement which shall remain in effect until cancelled, but may be revised as necessary or revoked for noncompliance.		10. AGREEMENT NO.  11. DATE OF AGREEMENT

12. PPG OFFICIAL (Name and Title) Harvey L. Ford Deputy Administrator, PPQ	13. ADDRESS USDA, APHIS, PPQ Room 302-E Administration Building Washington, D.C. 20250
14. SIGNATURE 	15. ADDRESS
15. STATE AGENCY OFFICIAL (Name and Title)	16. ADDRESS
17. SIGNATURE	16. ADDRESS

Attachment I

HANDLING SOIL SAMPLES

SOIL:

- A. Soil samples from the continental United States.
  1. Soil samples collected in areas regulated by Federal and/or state cooperative domestic plant quarantines as shown on the map, "Soil Movement Regulations," are authorized to be shipped only to USDA-approved laboratories for processing, testing, or analysis. Approved laboratories are listed in PPQ 639 - "Laboratories Approved to Receive Soil, Plant Protection and Quarantine, Animal and Plant Health Inspection Service, United States Department of Agriculture" (U. S. Government Printing Office No. 381-227-814/2305).
  2. Certificates or permits are not required for shipment of soil samples collected in the continental United States.
  3. The exterior of each shipping carton should be plainly marked, "CONTENTS -- SOIL SAMPLES."
  4. Soil samples collected at a depth of 3 feet or more need not be treated at the laboratory if such samples are kept segregated.
- B. Soil samples from foreign sources, U. S. Territories and Possessions, and Hawaii.

To authorize a laboratory to receive soil samples from such areas, a permit must be obtained from the Permit Unit, Plant Protection and Quarantine, Animal and Plant Health Inspection Service, USDA, Room 638, Federal Building, Hyattsville, Maryland 20782.
- C. Reshipment of soil samples.

Soil samples may be reshipped only to other USDA-approved laboratories.
- D. Soil containers

Soil samples must be shipped in sturdy leakproof containers to prevent spillage while in transit.
- E. Treatment of soil residues, soil containers, and effluent.
  1. Soil residues, soil containers, and effluent from foreign sources, U. S. Territories and Possessions, and Hawaii, and regulated areas of the continental United States must be treated at the laboratory after the testing, processing, and analysis have been completed to prevent the spread of plant pests. Treatment is recommended of all soil residues, containers, and effluent regardless of where the samples are collected.
  2. Soil residues and containers must be treated with one of the schedules indicated below:

a. Heat:	<u>Temperature</u>	<u>Exposure Period</u>
	230 <sup>0</sup> -249 <sup>0</sup> F.	16 hours
	250 <sup>0</sup> -309 <sup>0</sup> F.	2 hours
	310 <sup>0</sup> -379 <sup>0</sup> F.	30 minutes
	380 <sup>0</sup> -429 <sup>0</sup> F.	4 minutes
	430 <sup>0</sup> -450 <sup>0</sup> F.	2 minutes

Do not start counting time until the entire mass reaches the required temperature, or

- b. Steam heat: 15 pounds pressure for 30 minutes. Individual packages of 5 pounds or less or, if in trays, the soil residues should not exceed 2 inches in depth. Do not start counting time until pressure reaches 15 pounds.
- c. Disposable type containers may be incinerated.

3. Water residues (effluent):

- a. Boil the effluent for at least 1 minute.
- b. Filter through a 100-mesh screen. The residues left in the filter should be burned. Effluent from foreign soil samples will not be filtered but will be handled as in 3a above.

F. Equipment and tools used to collect samples.

Equipment and handtools used to collect soil samples in areas regulated by Federal and/or state cooperative domestic plant quarantines will be thoroughly cleaned of all soil residues at the collection site.

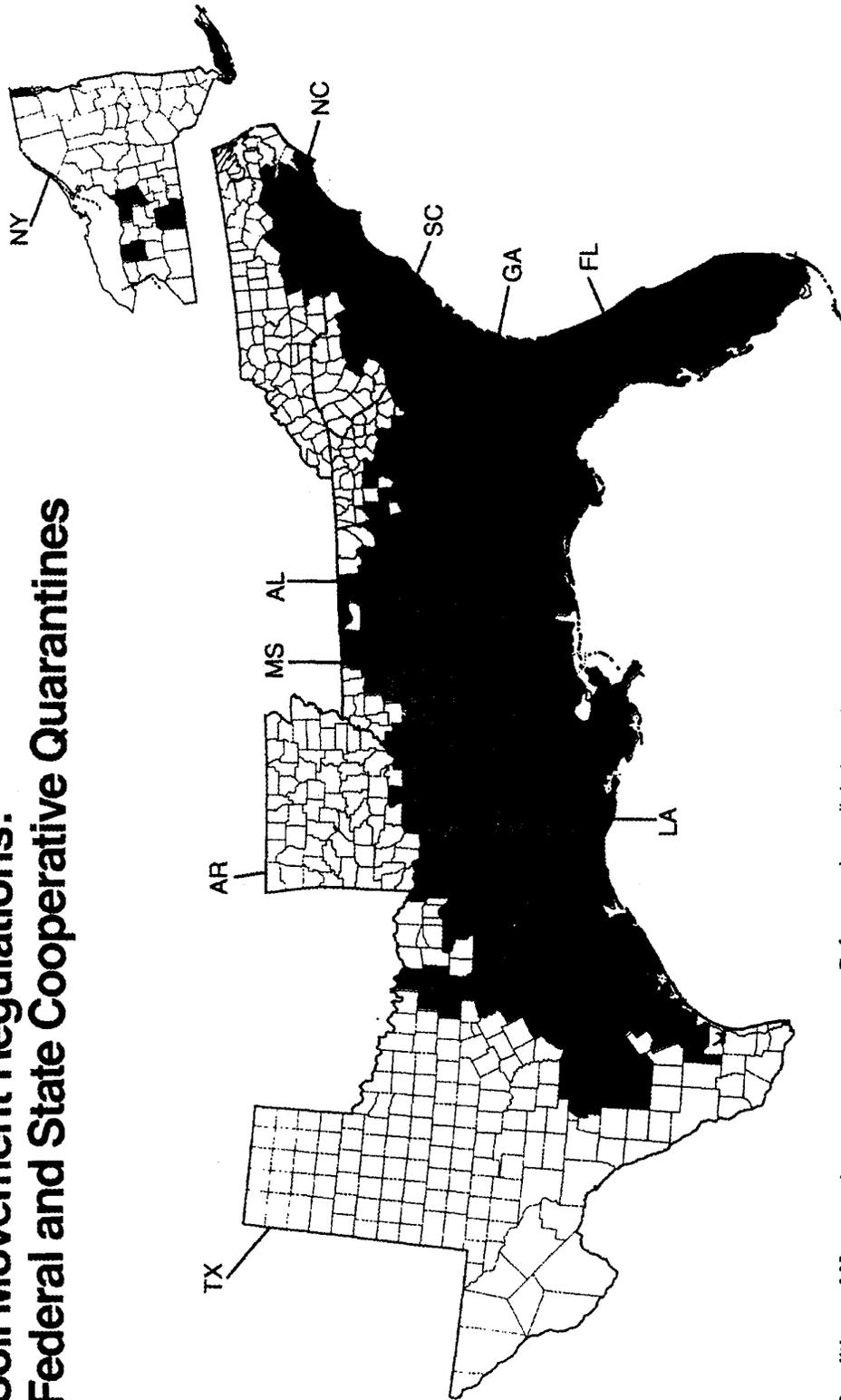
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Attachment II

CLEANING OF SOIL-MOVING EQUIPMENT

- A. Soil-moving equipment to be moved from countries regulated by Federal and/or state cooperative domestic plant quarantines must be cleaned of all residues at the work site.
- B. Contractors should be notified of quarantine requirements through the provisions of a clause to that effect in bid notifications and contracts.
- C. If further information is needed on the cleaning of soil-moving equipment, contact the closest Plant Protection and Quarantine office listed on the back of the map "Soil Movement Regulations" (see Attachment III for information and assistance).

# Soil Movement Regulations: Federal and State Cooperative Quarantines



## Conditions of Movement

Movement from red counties or regulated portions of red counties to any other area is regulated. Movement within red areas may be regulated.

Before moving soil, independently or attached to equipment, from any colored county, contact your State or Federal plant protection official or county agent to determine applicable regulations that apply to the specific movement.

See reverse side for list of offices to contact for further information.

U.S. Department of Agriculture • Animal and Plant Health Inspection Service,  
Plant Protection and Quarantine, and Canada Department of Agriculture  
Cooperating With Affected States.

GPO 909.111

Issued June 1982

25 Jul 84

**PPQ Offices to Contact for Information**

**Alabama:** P.O. Box 508, Montgomery, AL 36101.  
(205) 832-7220, (FTS) 8-534-7220.

**Arizona:** 522 North Central Ave., Room 201,  
Phoenix, AZ 85004.  
(602) 261-3511, (FTS) 8-261-3511.

**Arkansas:** 5522 New Federal Office Building,  
700 West Capitol, Little Rock, AR 72201.  
(501) 378-5258, (FTS) 8-740-5258.

**California:** 83 Scripps Dr., 2nd Floor,  
Sacramento, CA. 95825.  
(916) 484-4867, (FTS) 8-468-4867.

**Colorado:** 7100 West 44th Ave., Suite 102,  
Wheat Ridge, CO 80033.  
(303) 837-5375, (FTS) 8-327-5375.

**Connecticut:** Same as Massachusetts.

**Delaware:** Same as Maryland.

**District of Columbia:** Same as Maryland.

**Florida:** 206 Avenue D, NW.,  
Winter Haven, FL 33880.  
(813) 294-3501, (FTS) Operator  
8-828-2893 and ask for 813, 294-3501.

**Georgia:** P.O. Drawer 4728, Macon, GA 31208.  
(912) 743-4121, (FTS) 8-238-0257.

**Idaho:** P.O. Box 67, Twin Falls, ID 83301.  
(208) 733-5119, (FTS) 8-554-6533.

**Illinois:** 1010 Jorie Blvd., Suite 38,  
Oak Brook, IL 60521.  
(FTS) 8-353-1830.

**Indiana:** Same as Illinois.

**Iowa:** Same as Missouri.

**Kansas:** U.S. Courthouse, 401 North Market,  
Room B-15, Wichita, KS 67202.  
(316) 269-8265, (FTS) 8-752-8265.

**Kentucky:** Same as Tennessee.

**Louisiana:** P.O. Box 3255,  
Baton Rouge, LA 70821.  
(504) 389-0201, EXT. 201, (FTS) 8-687-0201.

**Maine:** Same as New Hampshire.

**Maryland:** 515 Appraisers Stores Building,  
103 South Gay Street, Baltimore, MD 21202.  
(301) 962-4939, (FTS) 8-922-4938.

**Massachusetts:** Waltham Federal Center Building,  
424 Trapelo Road, Building 133S,  
Waltham, MA 02154.  
(617) 894-2400, Ext. 219, (FTS) 8-483-2314.

**Michigan:** P.O. Box 30017,  
Lansing, MI 48909.  
(517) 253-1097, (FTS) 8-374-1540.

**Minnesota:** 472 Federal Building, 110 South  
4th Street, Minneapolis, MN 55401.  
(612) 725-2815, (FTS) 8-725-2815.

**Mississippi:** Suite 1217 Federal Building, 100 West  
Capitol Street, Jackson, MS 39201.  
(601) 969-4304, (FTS) 8-490-4304.

**Missouri:** 915 Southwest Blvd., Suite K-2,  
Jefferson City, MO 65101.  
(314) 636-2912, (FTS) 8-276-5544.

**Montana:** A-5 Plaza Office Building, 1629 Ave. D,  
Billings, MT 59102.  
(406) 245-6711, (FTS) 8-585-6283.

**Nebraska:** 398 Federal Building, 100 Centennial  
Mall North, Lincoln, NE 68508.  
(402) 471-5253, (FTS) 8-541-5253.

**Nevada:** Same as California.

**New Hampshire:** Same as Massachusetts.

**New Jersey:** FH&A Building, CN330, Room 205,  
John Fitch Plaza, Trenton, NJ 08625.  
(609) 292-5569, (FTS) 8-340-3511.

**New Mexico:** 4025 Federal Building, 517 Gold  
Avenue, SW., Albuquerque, NM 87101.  
(505) 766-2918, (FTS) 8-474-2918.

**New York:** 80 Wolf Road, Suite 503, Albany,  
NY 12205. (518) 472-5728,  
(FTS) 8-562-5728 or -7779.

**North Carolina:** 318 Federal Building, 310 New  
Bern Avenue, Raleigh, NC 27601.  
(919) 755-4290, (FTS) 8-672-4290.

**North Dakota:** Same as Montana.

**Ohio:** Same as Michigan.

**Oklahoma:** Room 556, New Federal Building,  
200 NW., 5th Street, Oklahoma City, OK 73102.  
(405) 231-4369, (FTS) 8-736-4369.

**Oregon:** Same as Idaho.

**Pennsylvania:** 209 Academic Projects Building,  
University Park, PA 16802.  
(814) 865-8375, (FTS) 8-455-8375.

**Rhode Island:** Same as Massachusetts.

**South Carolina:** 1835 Assembly Street, Room 537,  
Columbia, SC 29201.  
(803) 765-5418, (FTS) 8-677-5418.

**South Dakota:** Same as Montana.

**Tennessee:** P.O. Box 303, Brentwood, TN 37027.  
(615) 251-7259, (FTS) 8-852-7259.

**Texas:** 702 Colorado Street, Room 215,  
Austin, TX 78701.  
(512) 397-5734, Ext. 7, (FTS) 8-734-5734.

**Utah:** Same as Colorado.

**Vermont:** Same as New Hampshire.

**Virginia:** P.O. Box 1276, Roanoke, VA 24006.  
(804) 343-6313, (FTS) 8-937-6211.

**Washington:** Same as Idaho.

**West Virginia:** Same as Virginia.

**Wisconsin:** Same as Minnesota.

**Wyoming:** Same as Montana.

Attachment IV

List of Corps of Engineers Laboratories Authorized to Receive Shipment of Soil  
Samples from Quarantined Areas

USAE WATERWAYS EXPERIMENT STATION\*  
Halls Ferry Road  
Vicksburg, MS 39180

USA COLD REGIONS RESEARCH LABORATORY\*  
Lyme Road  
Hanover, NH 03755

USA CONSTRUCTION ENGINEERING RESEARCH LABORATORY\*  
Interstate Research Park  
2902 Newmark Drive  
Champaign, IL 61820

USAE MISSOURI RIVER DIVISION LABORATORY  
420 South 18th Street  
Omaha, NB 68102

USAE NEW ENGLAND DIVISION LABORATORY  
424 Trapelo Road  
Waltham, MA 02254

USAE NORTH PACIFIC DIVISIONS MATERIALS LABORATORY  
Troutdale, OR 97060

USAE OHIO RIVER DIVISION LABORATORY  
5851 Mariemont Avenue  
Cincinnati, OH

USAE SOUTH ATLANTIC DIVISION LABORATORY\*  
611 South Cobb Drive  
P. O. Box 51  
Marietta, GA 30061

USAE SOUTH PACIFIC DIVISION LABORATORY\*  
P. O. Box 37  
Sausalito, CA 94965

USAE SOUTHWESTERN DIVISION LABORATORY  
4815 Cass Street  
Dallas, TX 75235

USAE DISTRICT LABORATORY  
B-314 Clifford Davis Federal Building  
Memphis, TN 38103

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USAE DISTRICT LABORATORY  
Foot of Prytanía Street  
New Orleans, LA 70160

USAE DISTRICT LABORATORY  
210 Tucker Blvd. N.  
St. Louis, MO 63101

USAE DISTRICT LABORATORY  
USPO & Courthouse  
Vicksburg, MS 39180

USAE DISTRICT LABORATORY  
31 Hopkins Plaza  
Federal Building  
Baltimore, MD 21201

USAE DISTRICT LABORATORY  
819 Taylor Street  
Fort Worth, TX 76102

\* LABORATORIES AUTHORIZED TO RECEIVE SOIL SAMPLES FROM FOREIGN COUNTRIES,  
U. S. TERRITORIES AND POSSESSIONS, AND HAWAII.