

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\$\$:

I, \_\_\_\_\_, residing in \_\_\_\_\_ in the  
(name of affiant) (name of municipality)

County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age, being  
duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid entitled  
West Point Egner Hall Renovation Building 685 and that I executed the said proposal with full authority to do so that said  
bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any  
action in restraint of free, competitive bidding in connection with the above named project, and that all statements  
contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the West Point  
Association of Graduates relies upon the truth of the statements contained in said Proposal and in the statements  
contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon  
an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide  
employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_.

Subscribed and sworn to before me this day:

\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary public of

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

(Seal)

**BID BOND**

**BIDDER** (Name and Address):

\_\_\_\_\_

**SURETY** (Name and Address of Principal Place of Business)

\_\_\_\_\_

**WPAOG** (Name and Address):

WPAOG International, Inc., One Penn Plaza, Suite 3415, New York NY 10119

**BID**

Bid Due Date: **[insert bid due date]**

Project (Brief Description):

Egner Hall Building Renovation of  
acoustical spaces and associated  
utilities and MEP  
Egner Hall

**BOND**

Bond Number: \_\_\_\_\_

DATE: (Not later than Bid Date): \_\_\_\_\_

PENAL SUM: Ten Percent (10%) of Total Bid Amount

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms on the following page entitled "DAMAGES FORM", do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, WPAOG or other party shall be considered plural where applicable.

### **DAMAGES FORM**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to WPAOG upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible, and responsive bidder as determined by WPAOG for the Work required by the Contract Documents, provided that:
  - 1.1 If there is no such next lowest, responsible bidder, and WPAOG does not abandon the Project, then Bidder and Surety shall pay to WPAOG the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligations hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by WPAOG) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 WPAOG accepts Bidder's bid and bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by WPAOG) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by WPAOG, or
  - 3.3 WPAOG fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 thereof.
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from WPAOG, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by WPAOG and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 calendar days from Bid Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

## DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible, and responsive bidder as determined by Owner for the Work required by the Contract Documents, provided that:
  - 1.1 If there is no such next lowest, responsible bidder, and Owner does not abandon the Project, the Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligations hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's bid and bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by Owner, or
  - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety) when required by paragraph 5 thereof.
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 calendar days from Bid Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, Return Receipt Requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as the "Principal" and \_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to WPAOG, 698 Mills Rd, West Point NY 10996 hereinafter referred to as "WPAOG ", or to its successors, or to its assigns in the penal sum of

\_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with WPAOG for Construction Work at Egner Hall (Building 685)

\_\_\_\_\_

\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for:

a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work or laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal of any Subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or

extension thereof or addition thereto than this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any material-men or laborer having a just claim as well as WPAOG

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold WPAOG liable for any judgment for costs or otherwise, obtained by either or both of them against a laborer or material-man in a suit brought by either a laborer or material-man under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workman's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of WPAOG to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including Subcontractors, material-men and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing WPAOG to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any monies

due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal. The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any assignment by WPAOG of its rights, title and interest in and to such bond, and said Surety (Sureties) hereby waives notice of any such assignment by WPAOG

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal) \_\_\_\_\_  
(L.S.)  
Principal

(Seal) By \_\_\_\_\_  
Surety

If the Contractor (Principal) is a partnership, the bond should be signed by each of the Individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.





**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

hereinafter referred to as the "Principal", and \_\_\_\_\_

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to WPAOG 698 Mills Rd West Point NY 10996 hereinafter referred to as "WPAOG", or to its successors, or to its assigns in the penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with WPAOG for Contruction work at Egner Hall (Building 685)

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions, and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and /or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless WPAOG from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay WPAOG for all outlay and expense which WPAOG may incur in making good any such default, and shall protect the said WPAOG against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said WPAOG or any of its officers or agents of which the said WPAOG may be called upon to pay any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or his (their, its) agents or servants, or the improper performance of the said work by the said Principal or his (their, its) agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, if requested to do so by WPAOG, to fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, if WPAOG determines that the Principal, for any cause, has failed or neglected to fully perform and complete such Work. The Surety (Sureties) further agrees to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from WPAOG and to complete all Work within such time as WPAOG may fix. The Surety and WPAOG reserve all rights and defenses each may have against the other, provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or Work to be performed thereunder, or by any payment thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder, and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by and in relation to said Principal. The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any assignment by WPAOG of its rights, title and interest in and to such bond, and said Surety (Sureties) hereby waives notice of any such assignment by WPAOG.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal) \_\_\_\_\_ (L.S.)  
Principal

(Seal) By \_\_\_\_\_  
\_\_\_\_\_  
Surety

(Seal) By \_\_\_\_\_  
\_\_\_\_\_  
Surety

(Seal) By \_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_







# West Point Local Area Credential Application



Local Area Credential Requested:  Alumni  Guest  Visitor  Contractor  Delivery

### Administrative Data

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Gender:  Male  Female Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

Current Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Hair Color: \_\_\_\_\_ Eye Color: \_\_\_\_\_

### Contractor/Sponsor Information

Project/Contract: \_\_\_\_\_

Employer: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Sponsor Information: \_\_\_\_\_ COR: \_\_\_\_\_

COR Phone Number: \_\_\_\_\_ COR Email Address: \_\_\_\_\_

### Criminal History

Have you been convicted of a crime in the past 10 years:  Yes  No  Don't Know

If Yes, what type:  Misdemeanor  Felony  Other  Don't Know

If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### For Administrative Use Only

Received By: \_\_\_\_\_ Received Date: \_\_\_\_\_

NCIC Date: \_\_\_\_\_ NCIC Request #: \_\_\_\_\_ Badge Issued:  Yes  No

If No Why: \_\_\_\_\_

If Yes- Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Badge #: \_\_\_\_\_

#### **Privacy Act Statement Authority HSPD-12:**

**Principal Purpose:** to record names, signatures and other identifiers for the purpose of validating the trustworthiness of individuals requisition access to West Point, New York. Records may be maintained in both electronic and paper form.

**Routine Uses:** None

**Disclosure:** Disclosure of the information is voluntary however, failure to provide any of the requested information may impede, delay or prevent further processing of this request.

**WAIVER AND RELEASE OF LIEN**

**Project Name:** \_\_\_\_\_  
**Project Number:** \_\_\_\_\_  
**Contract Number:** \_\_\_\_\_  
**Contractor Name:** \_\_\_\_\_

For and in consideration of the sum \_\_\_\_\_ (\$ \_\_\_\_\_) and other good and valuable consideration the receipt thereof is hereby acknowledged, the undersigned does hereby waive and release all liens, demands, claims or rights of lien of the undersigned on the following described premises and improvements thereon or on the monies or other consideration due or to become due from WPAOG or Tectonic Engineering on account of labor or materials or both furnished through the \_\_\_\_\_ day of \_\_\_\_\_, to Tectonic for the premises known as \_\_\_\_\_ (“Project”) of which the undersigned is the Trade Contractor or Consultant for \_\_\_\_\_ on said premises.

In addition, the undersigned does hereby forever release, waive, and discharge Tectonic and WPAOG from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims and demands whatsoever, in law or equity which the undersigned and/or its successors and/or assignees ever had or now has against Tectonic or WPAOG, by reason of delivery of material and/or the performance of work (contract and/or extra) relating to the construction of the Project, but only for materials delivered and work performed through the \_\_\_\_\_ day of \_\_\_\_\_, and the undersigned hereby agrees to indemnify, defend, and hold Tectonic and WPAOG harmless from any and all damages, costs, expenses, demands, suits, and legal fees, directly or indirectly relating to any claim or lien by any party for work, labor, services, materials, and/or equipment which relates to the which was performed or should have been performed by or for the undersigned, through the \_\_\_\_\_ day of \_\_\_\_\_.

The undersigned warrants that all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated into the Project and any lien or bond claimant relating to the undersigned’s work have been paid in full and that none of such laborers, subcontractors, suppliers, materialmen, or claimants has any claim, demand or lien against the Project through the \_\_\_\_\_ day of \_\_\_\_\_. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned’s work have been paid in full.

The undersigned hereby acknowledges that it has received payment in full, less retainage, for all deliveries of material to and/or for all work performed in connection with the Project through the \_\_\_\_\_ day of \_\_\_\_\_, and the undersigned hereby affirms that there are no outstanding claims against Tectonic or WPAOG in connection with the Project, except as otherwise stated herewith. The undersigned further acknowledges and agrees that it is the intent of the parties that this document be construed as a Waiver and Release of Lien and is not to be construed as a receipt of payment.

The undersigned further warrants that it has not and will not assign any claim for payment or right to perfect a lien against the Project and the undersigned further warrants that it has the right, power and authority to execute this Waiver and Release of Lien.

The undersigned further warrants that no security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the Project.

IN WITNESS WHEREOF, this Waiver and Release of Lien has been executed on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

## **WEST POINT SPECIFIC REQUIREMENTS**

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# 1. GENERAL

## 1.1. SECURITY REQUIREMENTS

- A. The Contractor shall be responsible for the security of the areas within the contract limits. When the Government takes possession of certain areas, the Contractor shall be responsible for the areas remaining under Contractor control.
- B. The Contractor must maintain continual base security with personnel security guard and temporary fences. Wherever there are fence disruptions due to the construction of this project, the Contractor shall continually monitor and maintain the fence.
- C. The Contractor shall be responsible for furnishing any identification required by US Army Garrison West Point to each employee in accordance with paragraph titled AT/FP – Identification for Contractor Personnel. The Contractor shall provide an updated list of all employees working on the site. This list shall be provided on a monthly basis or when requested by the Contracting Officer's Representative (COR) throughout the duration of this contract.
- D. The Contractor shall be responsible for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer's Representative (COR). All prescribed identification shall immediately be delivered to the Contracting Officer's Representative (COR) for cancellation upon release of any employees. When required by the Contracting Officer's Representative (COR), the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.
- E. If required by the Contracting Officer's Representative (COR), the Contractor and subcontractors shall register all company and private vehicles that will be used in the execution of this contract with the Installation Provost Marshall's office prior to start of work by the Contractor/subcontractor.
- F. Entry to the installation requires current vehicle registration, proof of insurance, valid driver's license for the vehicle driver, and installation-specific required identification for all personnel. Contractors/Subcontractors and their employees requiring access to the installation will be required to comply with the installation access control policy/procedures. The government will not be responsible for damages due to delay/stoppages caused by failure to comply. Failure to obtain entry approval of contractor and subcontractor employees will not affect the contract price or period of performance.
- G. All vehicles and personnel are subject to search and seizure of contraband and/or unauthorized government property. Contractor vehicles (Contractor-owned and personal), contractor personnel, and their personal property shall be subject to searches upon entering or leaving the installation. The search and seizure provisions of AR 190-22 shall apply to contractor personnel entering or leaving US Army Garrison West Point.

## 1.2. AT/FP – IDENTIFICATION FOR CONTRACTOR PERSONNEL

- A. The company will have a law enforcement background and NCIC check completed for all employees who will be entering Army-controlled installations or facilities (central area/Restricted areas). Documentation of these checks will be made available to the COR upon request.
- B. The company will ensure that its employees entering Army-controlled installations or facilities have obtained access badges and passes (if required) in accordance with facility regulations and that these badges and passes are obtained in advance so as not to delay the accomplishment of contracted services.
- C. The company will return all issued U.S. Government Common Access Cards, installation badges, and/or access passes to the COR when the contract is completed or when a contractor employee no longer requires access to the installation or facility.
- D. DoD Level I Antiterrorism (AT) Standards Clause (as of 1 July 14):
  1. Pursuant to Department of Defense Instruction Number 2000.16, “DoD Antiterrorism (AT) Standards,” dated October 2, 2006, each contractor employee requiring access to a Federally-controlled information system(s) shall complete Level I AT Awareness Training on an annual basis and receive a certificate of completion. The training is accessible from any computer and is available at <https://jko.jten.mil/> follow the below instructions:
    - a. Click – DoD CAC or No DoD CAC
    - b. Next click – I am a U.S. mil, government civil servant, or contract employee
    - c. Next click – I’ve been directed to take required training on JKO
    - d. Next click – Courses
    - e. I do not have a .MIL, .GOV, or .NDU.EDU address or I am a Multi-National Student
    - f. Fill out the contract sheet and email to sponsor (COR)
    - g. Sponsor (COR) will email to the JKO help desk

The COR and contractor are responsible for ensuring that all applicable employees have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer’s Representative (COR) within five working days after contract award or prior to access to a Federally-controlled installation or information system.

2. In the event that the automated system is not available (e.g., server problems), Level I AT Awareness Training can be provided by a qualified instructor. However, if the training is not completed online, the Level I AT Awareness Instructor qualification must be coordinated with the Installation Antiterrorism Officer (or Installation Security equivalent) and the resultant name(s) of approved instructors shall be provided the Contracting Officer’s Representative (COR) or designee along with all associated cost or schedule impacts to the contract.
3. Antiterrorism performance (Level I AT Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract and be part of past performance information in support of future source selections.

### **1.3. CONTRACTING OFFICER REPRESENTATIVE (COR)**

- A. Definition: A Contracting officer's representative is an individual designated in accordance with DFARS subsection 201.602-2 and authorized in writing by the contracting officer to perform specific technical or administrative functions. If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.
- B. Will ensure that all contractors/subcontractors are processed for a background check or National Agency Check with Inquiry (NACI) as needed. The background check is the minimal investigation to be adjudicated for a USMA Identification Card (yellow badge) versus the NACI, which requires fingerprinting and submission of EQIP. NACIs are required for contractors/subcontractors that require a CAC and/or government computer accounts.
- C. Will ensure that the USMA Form 13-16, Personnel Background Check, dated Apr 06, is correctly completed, and signed by the COR who is a properly cleared Federal Employee.
- D. Will ensure that the USMA Form 13-16, Personnel Background Check, dated Apr 06, is submitted within 10 days prior to personnel starting projects on West Point, depending on when contract is awarded, and work is scheduled to start. Waivers are made for the 10 days suspense on a case by case basis, in emergency situations as needed only.
- E. Will ensure that all identified contractors requiring a CAC and/or government computer access, submit fingerprints and complete a NACI investigation submission via EQIP, prior to being issued a CAC and/or given access to the government computer network.
- F. Will ensure that all government issued identification and vehicle stickers are confiscated from contractors/subcontractors upon termination of employment or end of project. These items will be returned to MPD and DES.
- G. Will ensure that all contractors requiring access to the Installation have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer's Representative (COR).

#### **1.4. FORCE PROTECTION CONDITIONS (FPCON's) CLAUSE**

- A. During higher Force Protection Conditions (FPCON's) Contract personnel are required to comply with all Antiterrorism policies and procedures while on the installation. Contract personnel may be directed to enter the installation through certain access control points where they can best be identified and searched. Contractor personnel may be prohibited from certain portions of the installation during exercises and actual emergencies.
- B. Contractors will comply with parking restrictions and will not park in unauthorized parking areas or within 82 feet of an inhabited building when directed.
- C. Access control roster (personnel and vehicles) must be provided. Names/vehicles verified by the company and received backgrounding screening. Substitutes receive same vetting process prior to work.
- D. All contractor personnel and vehicles are subject to search while on the installation.
- E. In the event of an identified restricted/exclusion area, the contractor personnel will not be authorized without specific permission or an escort.
- F. Access may be denied during increased readiness or Force Protection Conditions (FPCON's).

#### **1.5. ALIEN EMPLOYMENT**

- A. The contractor shall not employ any alien who does not have a valid US Immigration I-551 or I-94. The contractor shall provide valid social security numbers and citizenship status of all employees to the Government, upon request.

## 1.6. E-VERIFY

- A. E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify is currently free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. E-Verify are the best means for determining employment eligibility of new hires and the validity of their Social Security numbers.

Contractors shall use E-Verify on all employees that will be working on this installation, under this contract. This shall be done prior to the employee starting work on the installation.

For E-Verify information: [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) 1-888-464-4218

The United States Government has adopted a zero-tolerance policy regarding trafficking in persons. Additional information about trafficking in persons may be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons' at <http://www.state.gov/g/tip>.

Government contracts shall:

1. Prohibit contractors, contractor employees, subcontractors, and subcontractor employees from –
  - a. Engaging in severe forms of trafficking in persons during the period of performance of the contract.
  - b. Procuring commercial sex acts during the period of performance of the contract; or
  - c. Using forced labor in the performance of the contract.
2. Require contractors and subcontractors to notify employees of the prohibited activities described in paragraph (1) of this section and the actions that may be taken against them for violations; and
3. Impose suitable remedies, including termination, on contractors that fail to comply with the requirements of paragraphs (1) and (2) of this section.

## 1.7. DISPENSARY AND HOSPITAL FACILITIES

- A. The facilities of Keller Army Community Hospital located at the United States Military Academy at West Point are available for use by the Contractor only for the emergency treatment of his personnel injured at the job site. Charges to the Contractor for the use of said facilities will be at prevailing rates for the services provided and billing and payment will be made by separate transaction between the Keller Army Community Hospital and the Contractor.
- B. The Contractor may reach emergency response personnel by the following means:
1. Dialing 911 – If 911 is dialed from any location on the installation, the caller must state that the emergency is located at West Point to ensure the call is routed appropriately.
  2. Dialing (845) 938-3333 – Dialing (845) 938-3333 will reach the West Point emergency response personnel directly and is the recommended way to reach emergency response personnel.

## 2. PREPARATION

### 2.1. REFERENCES

- A. References:
1. West Point Policy Letters  
<https://home.army.mil/westpoint/index.php/about/b-troop-leadership>
    - a. All should be reference for thoroughness.
  2. Visitor Policy/Badging  
<https://home.army.mil/westpoint/index.php/about/visitor-information>
    - a. All visitors must follow the visitor policy shown at the above address. The Local Area Credential Request Form is an attachment. This must be filled out by all contractors in order to receive a contractor's badge.
  3. Installation Adverse Weather Policy.  
[https://www.army.mil/article/158093/winter\\_awareness\\_at\\_west\\_point](https://www.army.mil/article/158093/winter_awareness_at_west_point)
  4. UFGS Spec  
<https://www.wbdg.org/ffc/dod/unified-facilities-guide-specifications-ufgs>

### 2.2. GENERAL REQUIREMENTS

- A. In the event any ordinance related items are discovered, the contractor will stop work immediately and immediately contact the West Point Military Police (845-938-3333) followed by immediately contacting the Contracting Officer's Representative (COR). See item 3.1.2 Ordinance and Explosives (OE) in the UFGS base spec. All Contractor personnel shall undergo appropriate UXO training.
- B. Include West Point tree protection specification as appropriate, see Attachment 1.
- C. Ensure appropriate inclusion of Historical/Archeological protection information and protocol. "Should any historical/archaeological items be found during construction the Contractor shall comply with 'USMA CRM STANDARD OPERATION PROCEDURE 16-1 FOR THE PROTECTION OF ARCHAEOLOGICAL OR HISTORIC ARTIFACTS.' See Attachment 2 and items 3.4.1 and 3.4.2 in the UFGS base spec. Include in all West Point contracts.

## 2.3. SCHEDULING REQUIREMENTS

- A. Special scheduling requirements/Exclusionary Period: No work must be performed during the activities listed below without written approval of the Contracting Officer's Representative (COR). These periods are to be included in the period of performance of this contract and are to occur annually.
1. Graduation Week – Three days in May
  2. Reception Day – One day in July
  3. Exam Weeks – One week in May, one week in December
  4. Government Holidays – Ten days per year
  5. Football Home Games – six days per fall season – dates TBD
  6. The contractor shall anticipate size (6) additional days each calendar year on which no physical work shall be performed. These days will be at the Government's discretion. The actual "No Work" days will be confirmed by the Government during the work phase in conjunction with the construction plan approval.

The Contractor's schedule must reflect the above anticipated "No Work" days. These dates ARE considered in computing the time allowed for the performance of this contract.

- B. Contractor is to adhere to the Installation's Adverse Weather Policy. On-site construction is not allowed during CODE RED and these times/days are to be considered adverse weather days as described by the contract. Contractor may work during CODE WHITE.
- C. Advanced notice of 30 days required for utility shutdown. COR approval is required prior to any utility shutdown.

- D. Utility Outage Information:
1. The Contractor is advised that the existing utilities service other buildings or areas adjacent to the specific work sites. These buildings will be active and utilized for the entire period of this contract. The Contractor shall maintain all utilities and systems operational at all times except outages approved by the Contracting Officer's Representative (COR).
  2. All utility outages shall be scheduled by the Contractor and approved by the Contracting Officer's Representative (COR) in coordination with City Light and Power (CLP) and American Water and any privatized utility providers. No outage will be approved which will adversely affect the current operation or mission accomplishment. Outages shall only be approved to perform tie-ins of new or temporary utilities to existing lines. No electric or gas outages will be approved during the heating season. "Live"/"hot" utility connections shall be used whenever possible as to minimize end user downtime. At USMA-WP, high voltage electric, water, and wastewater services have been privatized and that entity will be responsible for all utility outages, disconnects and connections. Contractor shall submit a written work plan and have it approved by the Contracting Officer's Representative (COR) 30 days prior to planned outage to ensure proper union notification. The Contractor shall also be responsible for any repairs or start-up procedures in the affected facilities caused by the outages. The Contractor shall coordinate with the Contracting Officer's Representative (COR) and representatives of the Installation regarding the work that the Contractor must accomplish in various buildings to re-establish the utilities to proper working conditions. The request for the approval of a utility outage shall include, at minimum, the following: description of the utility; time and duration of the outage; areas and systems affected; proof that all preparatory work is complete; proof that all necessary materials, equipment and manpower are in place; utility lines have been verified; and a contingency plan is in place.
  3. Utility outage work shall be scheduled at the convenience of the Government. Night and weekend work may be required and should be anticipated by the Contractor.
  4. The Contractor shall have on-site all materials, equipment, manpower, etc. to complete all work during the approved duration of the outage. All utilities and systems shall be fully tested and operational prior to the end of the approved outage. Unscheduled outages shall be repaired immediately. Repairs and corrective actions shall proceed continuously in a diligent manner until all services and utilities are restored to their original condition.
- E. Installation access for construction vehicles through Stoney Lonesome Gate only.
- F. Standard work hours are 0700 to 1530 unless otherwise approved by the Contracting Officer's Representative (COR).
- G. Work outside of regular working hours requires Contracting Officer's Representative (COR)'s approval – application due 5 working days in advance of scheduled deviation.
- H. COR and Range Operations coordination and approval is required for the performance of all work on site.

### 3. ENVIRONMENTAL

#### 3.1. ENVIRONMENTAL RESPONSIBILITY

- A. West Point is committed to a safe environment and take seriously our steward role as defenders of the National treasure and Hudson Watershed (Constitution Area). Contractors are expected to comply with all environmental requirements. Immediate actions shall be taken by the Contractor to minimize the effect of any environmental associated incidents (i.e. oil spillage, hazardous waste handling, lead abatement removal, and chemical spillage). Clean up shall be performed by the contractor in accordance with all applicable Federal, State, and local laws and regulations.
1. **CONTRACTOR REPORTING REQUIREMENTS:** If an incident occurs on the installation pursuant to Contractor performance, whether or not caused by the Contractor, the Contractor shall immediately notify (no later than 15 minute) USMA-WP Environmental Management Office at (845) 938-6441 (Walker), 5041 (Sanborn), 6329 (Dunaev), 7122 Pray), 2116 (Weed), 6784 (Kaufhold), and the Contracting Officer's Representative (COR). If a project related incident occurs off the installation, the Contractor shall report it to the National Response Center (NRC), the Installation Coordinator, and the Contracting Officer's Representative (COR) immediately following discovery and shall also comply with applicable State requirements including reporting to the New York State DEC Spill Hotline at 800-457-7362, and USTNRC at 800-424-8802. When an incident is reported by phone to any of the above agencies, the Contractor shall provide the following information:
    - a. Description of Incident
    - b. Time and Location of Incident
    - c. Any injuries incurred
    - d. Estimated quantity of materials (tons, gallons, drums, etc.) involved in incident.
    - e. Whether the incident has reached any storm drains, sanitary sewers, ponds, or waterways.
    - f. Containment procedures already initiated (brief description of containment, i.e. booms, pads, embankments, sandbags).
    - g. The Contractor's Point of contact.
  2. A written follow-up report shall be submitted to the Contracting Officer's Representative (COR) no later than five (5) calendar days after the initial incident. The written report shall be in a narrative form and as a minimum including the following:
    - a. Description of the material involved (including identify, quantity, and manifest number).
    - b. What time the incident was reported, and to whom it was reported.
    - c. Exact Location of the incident, including description of the area involved.
    - d. Cause of incident and equipment and personnel involved.
    - e. Injuries or property damage of incident.
    - f. Containment procedures initiated.
    - g. Summary of any communications Contractor has with press, agencies, or Government officials other than the COR.
    - h. Description of cleanup procedures employed or to be employed at the site, including disposal location of incident materials.
  3. A follow-up meeting will be held within 5 calendar days after receipt of the written report to discuss after action procedures to eliminate or prevent this type of incident in the future. The Contractor will be required to attend the follow-up meeting.

4. The reporting requirement is in addition to any other environmental related actions, notices, reports, certifications, or compliances required by other contract clauses or provisions or by federal, state, or local law.
  5. In the event of an emergency, Contractor shall call “911” for assistance.
- B. EPA OR DEC INSPECTION: The contractor shall immediately inform the Environmental Management Division (EMD), Directorate of Public Works, USAG West Point THROUGH the Contracting Officer’s Representative when the United States Environmental Protection Agency (EPA) and/or the New York State Department of Environmental Conservation (DEC) inspector visits the site for an official inspection.
  - C. The installation forester shall be consulted prior to any tree cutting/clearing. See Tree Protection specification and associated details in Attachment 1.
  - D. See Attachment 5 – Record of Environmental Consideration (REC)
  - E. West Point is a Large Quantity Generator of hazardous waste. All hazardous waste generated during this contract shall be managed in accordance with applicable NYSDEC hazardous waste regulations and USAG Policy 26. Coordinate all Hazardous Waste Manifests with the DPW Environmental Management Division. Only authorized West Point personnel shall sign Hazardous Waste Manifests as the generator. A draft copy of the manifest shall be submitted to EMD for review and approval at least 1 week before shipment is scheduled.
  - F. The contractor must prepare a Construction & Demolition (C&D) Plan in accordance with the latest version of USGS 01 74 19 describing how C&D for this project will be managed. The contractor shall maintain records to document the quantity of waste generated; quantity diverted through sale, reuse or recycling; and the quantity of waste disposed by landfill or incineration. The records shall be provided to the Contracting Officer and Environmental Division at the end of the project.

## 3.2. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

- A. “Hazardous material,” includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- B. The Contractor shall submit a Safety Data Sheet, (OUS Department of Labor Form OSHA 174) meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material 5 days before delivery of the material, whether or not the Contractor is the manufacturer of these items. This obligation applies to all materials delivered under this contract that will involve exposure to hazardous materials or items containing these materials.
- C. Neither the requirements of contract clause titled “Hazardous Material Identification and Material Safety Data” nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- D. Nothing contained in this contract clause titled “Hazardous Material Identification and Material Safety Data” shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- E. The Government’s rights in data furnished under this contract with respect to hazardous material are as follows:
  - 1. To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to
    - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - (ii) Obtain medical treatment for those affected by the material; and
    - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
  - 2. To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph H(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - 3. The Government is not precluded from using similar or identical data acquired from other sources.
- F. The Contractor shall insert this requirement, including this paragraph (F), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.
- G. SAFETY AND HEALTH REQUIREMENTS MANUAL if this contract is for construction or dismantling, demolition, or removal of improvements with any Department of Army agency or component, the Contractor shall comply with all pertinent provisions of EM 385-1-1. The latest edition of EM 385-1-1 and its changes are available at <http://www.hq.usaco.army.mil> (at the HQ homepage select Safety and Occupational Health). Contractor shall be responsible for complying with the current edition and all changes posted on the web as of effective date of this solicitation.
- H. Before commencing the work, the Contractor shall:
  - (1) Submit a written proposal for implementing the Accident Prevention Plan; and
  - (2) Meet with representatives of the Contracting Officer’s Representative (COR) to discuss and develop a mutual understanding relative to administration of the overall safety program.

## **4. EXECUTION**

### **4.1. SAFETY REQUIREMENTS**

- A. Ensure compliance with USAG WP Safety Office requirements for a nuclear device permit.
- B. High noise level work may be restricted at the discretion of USAG WP. The Contractor will be notified of these restrictions via the Contracting Officer's Representative (COR) (see requirements within Attachment 6).
- C. Ensure compliance with USAG WP Safety Office requirements for use of explosives.
- D. UXO Safety Requirements - The Contractor shall distribute Attachment 3 - Unexploded Ordnance (UXO) Awareness information to workers at the site. In the event a suspected ordnance item is encountered, immediately stop work, and notify the West Point Military Police.

### **4.2. CONSTRUCTION QUALITY CONTROL PLAN**

- A. 48-hour notice required for the beginning of a preparatory phase.
- B. 48-hour notice required for the beginning of an initial phase.

### 4.3. DIG SAFE PROCEDURES

- A. Reference USMA DPW Dig Safe procedures for underground utilities. See Attachment 4 - DPW Dig Safe Policy 2019.
  1. The Contractor shall be responsible for obtaining a digging permit prior to commencing any excavation. The digging permit is referred to as the “Dig-Safe Permit” and the procedure for obtaining this permit is detailed in Attachment 4. The current procedure is to be verified with USAG-WP DPW at contract award.
    - a. The Contractor shall notify the Contracting Officer’s Representative (COR) in writing 30 working days prior to commencing any excavation. Notification letter and a completed Dig Safe Permit Request will be submitted to the Contracting Officer’s Representative (COR) and must include areas to be excavated, reason for excavation, depth of excavation, and any supporting information such as drawings to allow the processing of permit. A copy of the Dig Safe Permit Request is part of the attached SOP. The top portion of the request must be filled out by the Contractor. The Contractor shall not be compensated for any delay caused by failure to notify government on timely basis to obtain the digging permit.
    - b. Once the permit is approved and signed by the DPW a Dig-Safe permit will be issued to the Contractor. From the issuance of the Dig-Safe permit, the Contractor has two weeks to commence excavation, after that the permit will no longer be valid and will have to be re-submitted.
    - c. Once utilities have been identified and marked, it is the responsibility of the Contractor to maintain markings throughout the duration of the project.
    - d. In the event that any utility line is damaged, all excavation will stop, and the Contracting Officer’s Representative (COR) and U&FD (845-938-2818) will be contacted immediately. The U&FD will take appropriate action to effect safe repair. If utility lines are uncovered which were not identified in the Dig-Safe, the U&FD will be contacted, and a determination will be made as to which utility is involved and whether the lines are active or abandoned. When an unknown line is uncovered, it will be treated as “live” until determined otherwise.
    - e. The Dig-Safe permit may be received by the requestor with special instructions. These instructions must be complied with. These instructions will involve procedures that are determined safe by the Chief, Utilities and Facilities Division and will have to be followed.
    - f. Excavation may generate further actions depending upon each situation. Unknown utility locations must be recorded, and drawings changed to show location.
    - g. There are no exceptions to the Dig-Safe Permit process.
    - h. NY State “Call 811 Dig Safely NY” requirements and approvals must also be obtained prior to performing any subsurface work.
- B. 30 days’ notice required for excavation.

#### **4.4. TEMPORARY TRAFFIC CONTROL**

- A. Railroads: Conrail serves the locality of the proposed work. Railhead is located approximately 15 miles from the project site. The Contractor shall make all arrangements at his expense for the use of sidings necessary for the delivery of materials, equipment, supplies, and other facilities required for completion of the work. The Contractor's use of sidings must be arranged so as not to interrupt or delay the operation of the Military reservation.
- B. Highways and Roads: All deliveries shall proceed through the Stony Lonesome Gate Entrance to the United States Military Academy. The Contractor will be responsible for coordinating all deliveries with the installation. Roads within the military reservation proposed to be used by the Contractor, shall be subject to prior approval of the post authorities and such roads, if used, shall be maintained throughout construction and shall be restored to as good condition as existed prior to their use. All costs for the use of existing temporary facilities, and for maintenance, repair, removal, and restoration shall be borne by the Contractor. The roads system on the installation is inclusive of vehicular bridges. The Contractor is responsible for following all applicable weight restrictions for the vehicular bridges on post. Loading of a vehicular bridge in excess of its rated load requires an oversized load evaluation from the asset owner.

#### **4.5. ACCESS ROUTES, CONTRACTOR AREAS, DELIVERY, STORAGE AREA AND VISITOR CONTROL**

- A. The Contractor shall utilize only entry points designated by the Contracting Officer's Representative. Contractor's personnel and construction equipment will not be permitted in any place other than the project site and the haul route for the borrow and spoil sites, unless specifically authorized by the Contracting Officer's Representative (COR). A request for authorization to use alternate limited access shall be made by the Contractor to the Contracting Officer's Representative (COR) at least 10 working days in advance.
- B. The Contractor shall utilize the project site areas for his daily staging. Temporary chain-link fence shall be installed around the staging areas to include field trailers, storage containers, and equipment/material storage, and removed upon completion of construction. Trailers, materials, or equipment shall not be placed or stored outside the project site unless such trailers, materials or equipment are assigned a separate and distant storage area by the Contracting Officer's Representative (COR) away from the vicinity of the staging area but within military boundaries. At the end of each workday mobile equipment, such as tractors, wheeled lifting equipment, cranes, backhoes and like equipment, shall be parked within the project site. The following shall remain fully accessible: sally ports, hydrants, standpipes, and access ways. The Contractor shall be responsible for all temporary connections (power, water telephone, etc.) to the project site. The Contractor shall maintain the area in a clean and neat condition. Parking for Contractor's employees shall be on the project site. The Contractor will return all disturbed areas to their original condition unless specifically authorized by the Contracting Officer's Representative (COR).
- C. Off-site storage areas are not available.
- D. The Contractor shall be responsible for the control of material deliveries, vendors, suppliers, prospective employees, and other authorized personnel entering the project area as relates to this contract. The Contractor shall install signs at entrances to the project directing deliveries and visitors to the proper entry points.

- E. The Contractor shall be permitted to utilize the area for material storage and unloading, material hoists, rubbish containers, rubbish chutes (if any), temporary office and personnel dressing facilities, and all other items required for staging. Contractor shall maintain the grounds within his area. Grass and weeds shall be cut at least weekly during the growing season.
- F. Waste and hazardous materials shall not be stored exposed to the weather or in a manner that could contaminate the environment. Staging areas shall not be used for long term storage or disposal of solid waste. At conclusion of the contract all materials shall be removed from the site.
- G. The Contractor shall provide chemical toilets for his personnel in the project site and shall be responsible for cleaning and servicing these toilets in accordance with pertinent health regulations and assure a frequency of service as required to prevent odors or other nuisances. Use of toilet facilities by Contractor's employees within surrounding building will not be permitted.
- H. The Contractor shall provide weather tight and waterproof storage facilities for all materials stored at the site and required to be incorporated into the work.
- I. The Contractor shall remove rubbish containers when full or once every week, whichever comes first. Use of West Point dumpsters for disposal of contractor waste is not authorized.
- J. The color of dumpsters, trailers, and storage sheds and portable latrines shall be approved by the Contracting Officer's Representative (COR).
- K. All materials, trailers, and storage sheds in staging and construction areas shall be elevated and stored a minimum of 3 feet from any structure or fixed object. Trailers shall have doors on both ends.
- L. Contractor shall limit employees to this work site.
- M. The Contractor shall maintain (where possible) access through any roads and bridges at the project site. Temporary road or bridge closure shall be reviewed and approved by the COR and Range Operations prior to closure.

#### **4.6. EXISTING PARKING**

- A. The existing parking for visitors and Government employees shall not be used by the Contractor. Contractor shall refer to the U.S. Army Garrison West Point Policy Letter #42 for current parking restrictions. The most recent version of this document can be found here:  
<https://www.westpoint.army.mil/policyletters.html>.

#### **4.7. MAINTENANCE OF ACCESS ROADS**

- A. The Contractor shall be responsible for the maintenance of access roads at the construction site. Maintenance of access roads shall include snow removal. The Contractor shall remove snow piles and rows when they affect safety, hamper emergency and fire vehicles, or block proper drainage.
- B. The Contractor shall provide and allow full access to the project site to all traffic, except as noted, to other contractors and authorized personnel as designated by the Contracting Officer's Representative (COR).
- C. The Contractor shall not inflict damage upon land properties, roads outside the authorized construction areas by unwarranted entry upon, driving over curbs, passage through, damage to or disposal of, material on such land or property, or overloading of roads. The Contractor may make a separate agreement with any other party, regarding the use of, or right to, land or facilities outside the Installation. If such an agreement is made, it shall be in writing and a copy shall be furnished to the Contracting Officer's Representative (COR). The Contractor shall hold and save the Government, its officers, and agents free from liability of any nature or kind arising from any trespassing or damage occasioned by Contractor operations.

#### **4.8. EXCESS SOIL/FILL MATERIAL REQUIREMENTS**

- A. West Point does not have a landfill on site suitable for disposal of excess soil/fill material. All excess soil/fill material generated by the project must be analyzed prior to being shipped off site for reuse or disposal. Soil/fill material shall not be shipped off site without written approval from the West Point Environmental Management Division.
- B. Excess soil/fill material may be stockpiled until the end of the project, then reused on site as much as possible prior to sampling and analysis for residual soil to be disposed. Store in a manner that prevents rain from infiltrating the soil matrix and preventing runoff into the surrounding soil or pavement (for example, store the soil on top of plastic sheets and covered with plastic sheets or store in lined, covered dumpsters). If the soil is going to be relocated or disposed outside the construction site, sampling and analysis is required.

#### **4.9. EXCESS SOIL/FILL MATERIAL REUSED ON THE CONSTRUCTION SITE**

- A. If soil/fill material is to be reused on the construction site, sampling is not required unless contamination is suspected or otherwise directed. Sampling and analysis will be required if there is visual evidence of a spill, odors, field instrument readings, debris, or other indications that the soil is contaminated.

#### **4.10. REQUIREMENTS for EXCESS SOIL/FILL MATERIAL EXPORTED FROM WEST POINT**

- A. The Contractor shall not move excess soil/fill material off-site without written permission from the West Point Environmental Management Division. This requirement is in effect even if the Contractor does not believe the soil is contaminated. Excess soil for disposal shall be analyzed in accordance with 6 NYCRR 371 and 6 NYCRR360.13. Sampling frequency shall be as required by the disposal facility but at a minimum shall be in accordance with 6 NYCRR 360.13. The analysis report shall include a description of the soil stockpile, estimated quantity of soil being characterized, and a sketch showing where the samples were collected. The contractor shall submit the analysis report and documentation that the receiving facility is properly permitted and can accept the soil, to the West Point Environmental Management Division for written approval to ship the soil to the disposal facility.
- B. After the soil/fill material has been shipped off site, the Contractor shall submit documentation such as shipping manifests, weight tickets, and invoices documenting the quantities and location the excess soil was shipped.

#### **4.11. REQUIREMENTS FOR IMPORTED FILL**

- A. Any material being imported onto the project site must meet Part 375-6.7(d). Soil/fill material brought in from off site for use on the construction site shall be tested in accordance with 6 NYCRR 360.13. Fill material shall not contain concentrations of analytes above the 'Unrestricted Use Soil Cleanup Objectives' New York state standards in 6 NYCRR 375-6.8. If material is gravel or stone, material must be from a native source with NYSDOT certification. Do not bring material on site until test results have been received and approved by the West Point Environmental Management Division.

## 4.12. MISCELLANOUS PROVISIONS

- A. Refer to parking policy #42 mentioned previously for Contractor parking restrictions.
- B. Up-to-date USAG WP DPW utility rates can be acquired from DPW BOID.
- C. USAG WP has privatized electrical, water, and wastewater services. Point of contact for coordination is Rangi Mathew, [rangi.k.mathew2.civ@mail.mil](mailto:rangi.k.mathew2.civ@mail.mil).
- D. Utilities are to be paid for via a reimbursement to the contract.
- E. Meters are to be supplied by the Contractor.
- F. Water to be furnished by the Government at the discretion of USAG WP/Privatization Utility Contractor.
- G. The Government will not make the final connection or inspection. The Contractor is to use USAGWP Utility Privatization Contractor, City, Light and Power for all high voltage electrical work.
- H. Remove debris and flammable materials daily.
- I. No rush hour restrictions.
- J. Confirm Contractor trailer identification information with USAG DPW.
- K. Government offices and warehouse facilities will NOT be available to the Contractor.
- J. Plastic strip inserts for fencing required. Color to be approved by Contracting Officer's Representative (COR) with input from USAG WP DPW.
- L. New buildings for temporary project offices are not allowed.
- M. Fencing around staging area and lay down areas to be 6 ft. tall.

END OF SECTION 011100

## 5. ATTACHMENTS

### 5.1. PROTECTION OF TREES & PLANTS



Tree  
protection2018.pdf

## 5.2. SOP 16-1 (STANDING OPERATING PROCEDURE)



SOP 16-1.pdf

### 5.3. WEST POINT UXO SAFETY POSTER



WestPointBrochure  
\_3Rs.pdf



West Point UXO  
safety poster.pdf

## 5.4. DPW DIG SAFE SOP



DPW Dig Safe SOP  
Sep 2019 signed.pdf

## 5.5. SOIL SPECIFICATIONS



Soil  
Specifications.pdf

## 5.6. WEST POINT POLICY FOR CONSTRUCTION SITES



The West Point  
Policy For Construct

## 5.7. SIGNED REC (RECORD OF ENVIRONMENTAL CONSIDERATION)



20220113\_REC\_Reh  
ab\_ParadeField.pdf

## **NOTE TO SPEC. WRITER:**

*Incorporation or tailoring this specification into a construction contract is insufficient. The specification by itself will not identify the individual or groups of plants that are to be protected. Site plans with the location of those plants to be retained and protected, must accompany the specification. Development of this site plan requires an inspection by a professional having the ability to identify plants which warrant protection. The professional is often an Arborist or a Horticulturist.*

## **U.S MILITARY ACADEMY SPECIFICATION**

### **PROTECTION OF TREES AND PLANTS**

REVISED 8 FEB. 2018

SC.10.1 The Contractor shall preserve and protect the tops, trunk and root systems of those trees and plant materials indicated on the plan number\_\_\_\_\_.

SC.10.2 The Contractor shall engage the services of a Certified Arborist, as certified by the International Society of Arboriculture (ISA). The Certified Arborist shall review the tree protection plans and determine what specific measures are necessary to comply with this specification.

SC.10.2.1 Pre-Construction pruning: The arborist shall direct or perform the cutting and trimming of branches of all trees and plant material. The cutting or trimming of lower branches, for clear access to the work site, shall be accomplished prior to the start of construction.

SC. 10.3 Pre-Construction Tying: The arborist shall direct or perform the ‘tying –in’ of branches which temporarily obstruct a construction area or access to a construction site. Lower branches that could be injured by equipment shall be "tied-in" using ropes or props with protective padding.

SC.10.4 Pre-Construction Barricade Fencing: Following preliminary trimming or tying-in of overhanging branches, the Contractor shall construct barriers around existing trees as designated on plan number\_\_\_\_\_. Barriers shall be 4 foot high, orange polyethylene barricade fence supported on steel or wood posts on 6 foot centers. Barriers shall be placed a minimum of ten feet (10’) outside of the protected trees’ outermost branches (drip line). Attached to each fence shall be weather-proof signs in black on yellow stating: **TREE PROTECTION ZONE--KEEP OUT.** (see detail A)

SC.10.4.1 The protection zone for other protected plants such as shrubs, shall be the soil area underneath the plant's canopy. Where indicated in the plans or specifications the Contractor shall place a (4”) four to (6”) six inch layer of wood chip mulch over soil surface to protect root zones of plants in close proximity to the work site.

SC.10.4.1.1 On the lower sides of slopes where rocks are likely to roll against and injure tree trunks or bark of valuable trees, Contractor shall install boards or poles lashed with rope or wire in an upright position against the trunk. (see detail B).

SC.10.4.1.2 The Contractor shall maintain plant material protection devices installed as part of this contract until all work on site has been completed.

SC.10.5 The Contractor shall be responsible for prompt corrective action if despite precautions taken a trunk or branch is damaged. Removal of loose bark and cutting of the bark edge to a streamlined shape around the wound area shall be accomplished prior to close of business on the day the injury occurred. (see detail C)

SC.10.5.1 "Tree wound" coatings are **not** to be applied without the approval of the Contracting Officer. The acceptable tree wound coating shall be ETISSO *Lac Balsam* or equivalent.

SC.10.5.1.1 The Contractor shall repair injuries, at his own expense, to trees or plant material, bark, limbs and roots damaged by the construction operation. All repairs shall be performed by or under the direction of a Certified Arborist. The use of climbing spurs or spikes on protected trees is not permitted.

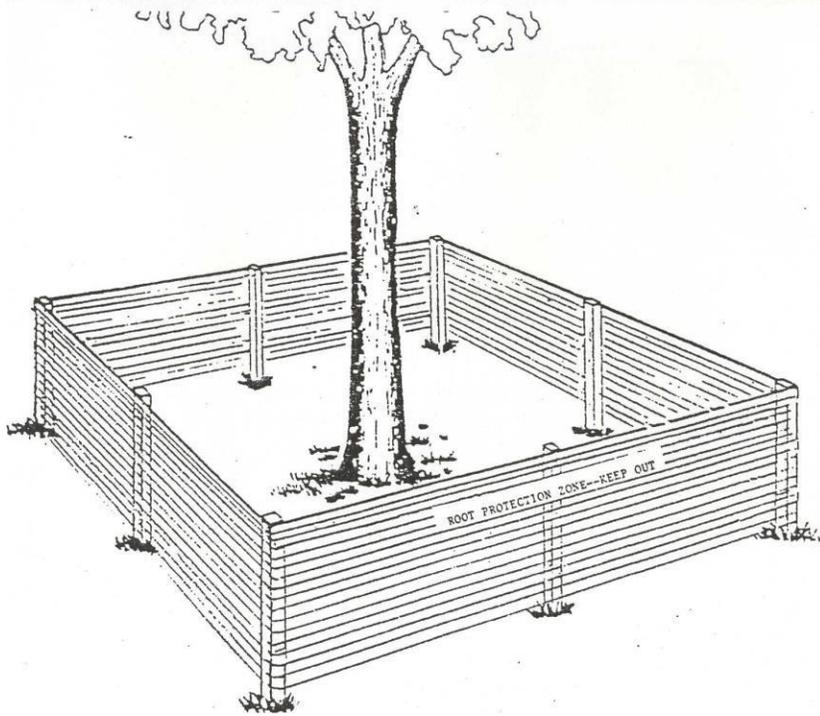
SC.10.6 Mutilated cuts made to roots during excavation shall be re-cut with the appropriate horticultural tool(s), making oblique cuts facing away from the soil surface. (see detail D)

SC.10.7 All traffic shall be controlled away from all protected trees and other plant material. Protective devices, signs or other objects shall not be fastened directly to trees or plant material. Trees shall not be used as temporary utility poles or for anchorage. The Contractor shall not permit parking, movement or storage of any vehicle or equipment near trees which are to be protected or are adjacent to the job site. Should violations occur the Contractor shall be required at his own expense, to install additional fencing to eliminate further encroachment.

SC.10.8 Equipment shall not be parked or stored within a root protection zone. Material stockpiles shall not be located within a root protection zone.

SC.10.9 Trees or other plants damaged by the Contractor shall be replaced at Contractor expense. The Contractor shall not remove damaged plant material without prior approval of the Contracting Officer. Replacement trees and trees shall be of like species, variety, and size. Replacements shall be guaranteed for one year from date of planting.

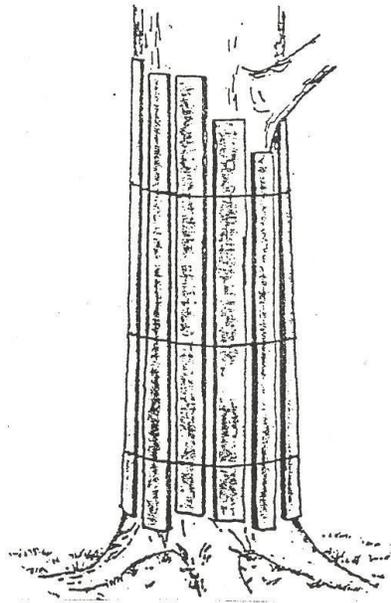
SC.10.9.1 Where replacement is not feasible, the Contracting Officer will secure monetary compensation from the Contractor. The Contracting Officer will determine the replacement compensation costs based on the most current edition of the Council of Tree and Landscape Appraisers (CTLA) "*Guide for Plant Appraisal*".



**DETAIL A** Pre-Construction Barricade Fencing

four (4) foot high, orange polyethylene barricade fence supported on posts with attachments to these posts on six (6) foot centers.

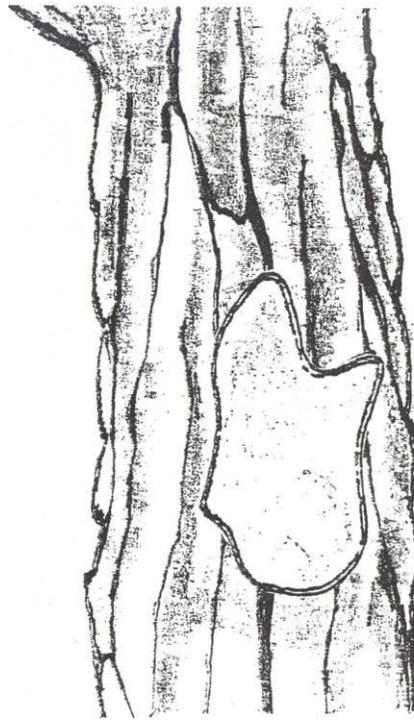
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**DETAIL B** Boards or poles lashed with rope or wire in an upright position against the tree trunk.

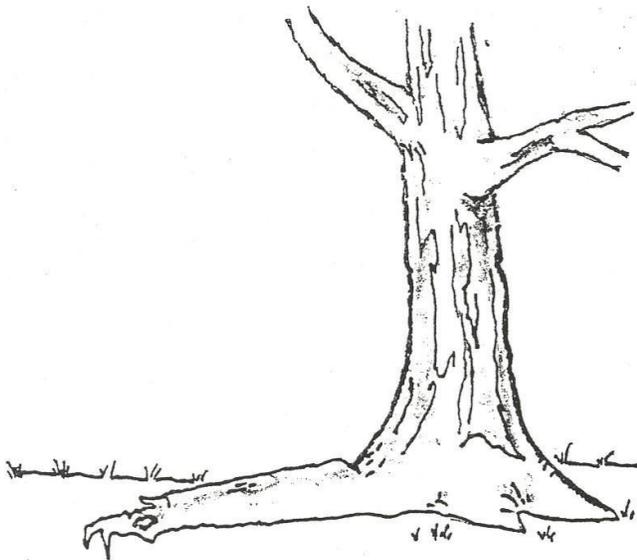


**DETAIL C** Damaged tree trunk with loose bark.

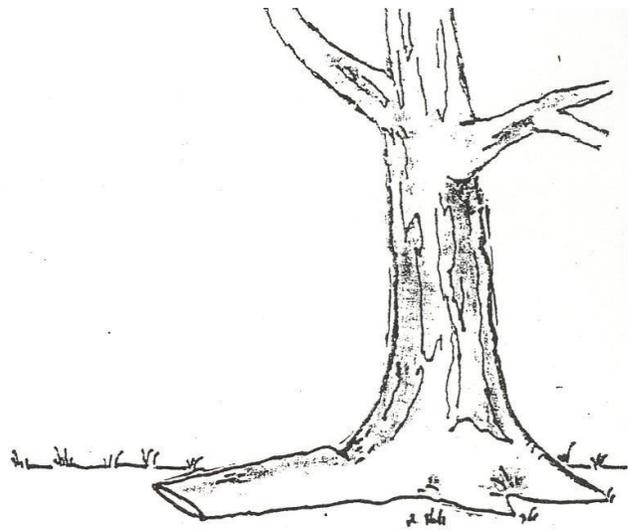


Corrective Action

Streamlined wound edges with loose bark removed.



**DETAIL D** Mutilated root resulting from mechanical excavation.



Corrective Action

Oblique cut facing away from soil surface.

DIRECTORATE OF HOUSING AND PUBLIC WORKS  
UNITED STATES MILITARY ACADEMY  
West Point, New York 10996-1592

MAENEN-CR

STANDING OPERATING PROCEDURE NO. 16-1  
PROTECTION OF ARCHAEOLOGICAL OR HISTORICAL ARTIFACTS

1. PURPOSE: To establish guidelines for protection and preservation of all archaeological and historical artifacts uncovered during any excavation, demolition, construction, maintenance, or other action that may expose artifacts.
2. OBJECTIVE: To protect archaeological and historical sites that may inadvertently be discovered, until they are examined by appropriate authorities.
3. SCOPE: This SOP applies to all divisions within the Directorate of Public Works (DPW), contractors and/or others working for DHPW, and encompasses all work performed for and at West Point.
4. DISCUSSION: An artifact is defined as any portable, historic human-made or human-modified object that is exposed through construction, demolition, excavation or maintenance procedures. Some examples of artifacts are: bones, printed matter or other papers, weapons, projectiles, arrowheads, sabers, uniform fragments, buttons, bottles, jars, pottery, tools, portions of, or rubble from structures that previously existed and any other items of historical or archaeological significance.
5. RESPONSIBILITIES:
  - a. All supervisors involved in any type of construction, demolition, excavation or maintenance of facilities should be aware of the procedures set forth in this SOP.
  - b. Each individual employee will notify his/her supervisor when a suspected artifact is discovered.
  - c. Chiefs, Environmental Management Division, Engineering Plans and Services Division, Energy Resource Management Division, and Utilities and Facilities Division, DHPW, will take necessary action to ensure that guide specifications (special conditions) provide for protection of Military Property and Relics in all construction contracts, maintenance and repair contracts and or work orders.
6. PROCEDURES: When a suspected artifact is found:
  - a. Stop work immediately. Further action may damage or destroy valuable artifacts.
  - b. Notify supervisor of discovery of possible artifact.
  - c. Supervisor will contact the Cultural Resource Office (Annex A).
  - d. If it is determined that artifacts of significance have been found, the Cultural Resource Manager will contact the New York State Historic Preservation Office (NYSHPO) to seek further preservation guidance. All artifacts are considered property of the federal government.

- e. DPW personnel, working with the NYSHPO staff, will determine what action will be taken to preserve the artifacts exposed as well as those which may not yet be exposed. Possible actions are:
  - (1) Complete stoppage of work until all artifacts are removed in an approved manner.
  - (2) Temporary stoppage of work until already disturbed artifacts are removed and conditions indicate that no other artifacts will be found.
  - (3) Continuation of work as planned with continued observation for artifacts.
- f. If an artifact is found anytime other than during the duty hours, the following procedure should be followed:
  - (1) Stop work immediately.
  - (2) The supervisor or the highest grade employee on the job will contact the Central Power Plant. Central Power Plant personnel will initiate home phone calls until one of the appropriate persons on the after-hours list has been reached.
  - (3) The supervisor or the highest grade employee on the job will give a preliminary assessment of the possible artifact and any other pertinent details to the person contacted by the Central Power Plant, who will request work to cease until the West Point Cultural Resource Manager can examine the site, or authorize the work to continue. A site visit may not be necessary to make this decision.
- g. If repair work is being performed under emergency conditions, the protection of artifacts shall be secondary to safety of human life and property.

#### 7. REFERENCES:

- a. Archaeological Resources Protection Act of 1979 (16 U.S.C. 470a).
- b. Archaeological and Historic Preservation Act of 1974, as amended (16 U.S.C.469a).
- c. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470-470m).
- d. Executive Order 11593, Protection and Enhancement of the Cultural Environment (16 U.S.C. 470).
- e. AR 420-40, Historic Preservation.

/S/ Encl MICHAEL F. COLACICCO (Annex A) Colonel, EN. Engineer

**ANNEX A**  
**SOP 16-1**

**Telephone Numbers for Points of Contact:**

Paul Hudson  
Archaeologist DPW-MPD  
938-5853

West Point Museum  
Mr. David Reel, Director  
938-3671 or 938-7342

Chief, Military History Division  
938-5803

Operations Officer  
938-2926

Facilities Engineer  
938-5408

Deputy Engineer  
938-3415

Engineer  
938-3416

# Follow the 3Rs

## West Point

### Recognize

Recognize when you may have encountered a munition.

Recognizing when you may have encountered a munition is the most important step in reducing the risk of injury or death. Munitions may be encountered on land or in the water. They may be easy or hard to identify.

To avoid the risk of injury or death:

- ▶ Never move, touch or disturb a munition or suspect munition
- ▶ Be aware that munitions do not become safer with age, in fact they may become more dangerous
- ▶ Don't be tempted to take or keep a munition as a souvenir

Munitions come in many sizes, shapes and colors. Some may look like bullets or bombs while others look like pipes, small cans or even a car muffler. Whether whole or in parts, new or old, shiny or rusty, munitions can still explode. The easiest way to avoid injury or death is to stay out of areas marked with no entry signs and heed posted warnings..



### Retreat

Do not touch, move or disturb it, but carefully leave the area.

Avoid death or injury by recognizing that you may have encountered a munition and promptly retreating from the area.

If you encounter what you believe is a munition, do not touch, move or disturb it. Instead, immediately and carefully leave the area by retracing your steps — going out the way you entered. Once safely away from the munition, mark the path (e.g., with a piece of clothing) so response personnel can find the munition.



### Report

Notify the military police at 845-938-3333 on ranges/training areas call Range Control at 845-938-3930

Protect yourself, your family, your friends and your community by immediately reporting munitions or suspected munitions to the police.

Provide as much information as possible about what you saw and where you saw it. This will help the police and military or civilian explosive ordnance disposal personnel find, evaluate and address the situation.

If you believe you may have encountered a munition, call the police or range control and report:

- ▶ The area where you encountered it.
- ▶ Its general description. Remember, do not approach, touch, move or disturb it.
- ▶ When possible, provide:
  - Its estimated size
  - Its shape
  - Any visible markings, including coloring

### BACKGROUND

West Point's history dates back to the Revolutionary War when General George Washington considered it to be the most strategic position in America. Since that time, the United States Army has held West Point, making it the oldest continuously occupied military installation in the United States. Due to its strategic role in the Revolutionary War, and as the home of the United States Military Academy since 1802, unexploded ordnance (UXO) may be present on virtually every part of West Point and on some nearby recreational areas.

West Point includes nearly 14,000 acres of training areas and range complexes. Live-fire impact/dud areas are marked and off-limits to all personnel. There are numerous recreational areas for hunting, fishing,

horseback riding, and camping on or near West Point where the potential to encounter UXO from past military activity exists.

Weathering may make munitions, which may be on the surface, buried, or whole or in parts, difficult to recognize. Even old munitions can still kill. As such, cadets and others should never touch, move or disturb anything encountered that may be a munition or part of one. All munitions should be considered dangerous, regardless of how long they have been in the environment or how frequently they have been handled.

Help protect yourself, your family and your community by learning and following the 3Rs of Explosives Safety.

### West Point Information

#### Emergency Contacts

if you encounter a munition:

Call **911**

or

if at West Point report it to:

**Military Police**

845-938-3333

if found on ranges or training areas report it to:

**Range Control**

845-938-3930



Visit the US Army's UXO Safety Education website:  
[www.denix.osd.mil/uxo](http://www.denix.osd.mil/uxo)

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# West Point New York

## West Point Information

## 3Rs Safety Guide

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or

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**Police**

845-938-3333

if found on ranges or training areas  
report it to:

**Range Control**

845-938-3930

Learn and follow the 3Rs  
of explosives safety



Visit the US Army's Explosive Safety Education website:  
[www.denix.osd.mil/uxo](http://www.denix.osd.mil/uxo)



# Follow the 3Rs



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- ▶ When possible, provide:
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**UNITED STATES MILITARY ACADEMY  
DIRECTORATE OF PUBLIC WORKS  
WEST POINT, NY 10996-1592**

SOP 11-17  
ANNEX V

30 Sep 2019

**DPW DIG SAFE**

1. **PURPOSE:** This SOP will provide a basic understanding of your responsibilities under 16 NYCRR Part 753, (also cited as Industrial Code 53 or Code Rule 53) concerning safe excavation practices and the protection of underground facilities in USMA installations and in New York State. This document is not intended as a legal reference, and does not contain the complete text of 16 NYCRR Part 753.

2. **RESPONSIBILITIES:**

**A. REQUESTOR:**

1. **Why Call:** It's the law in the state of New York, and it is also a necessary part of planning your work. Reviewing your work and your work area prior to the actual excavation can help save you and this installation from unexpected downtime, loss of revenue and injury.
2. **Requestor Defined:** ***ALL*** Installation DPW/NEC project managers, COR's and QA Reps that supervise ***any*** excavation requirement at West Point.
3. **Initiate Safe Dig Procedures:** See specific guidelines below (para 3, this SOP)

**B. DIG SAFE COORDINATOR**

1. **USMA Dig Safely Coordinator:** Is your link between you and the utility operators on West Point.
2. **Hours of Operations:** Mon - Fri 0800-1600hrs.
3. **Phone#:** x2818
4. **Receive:** Dig Safe Permit Request and enter request control number. Update Dig Safe Permit Request Control Log.
5. **Coordinate:** Request with utilities activities.
6. **Issue:** DPW Dig Safe SOP & Permit to requestor

7. **Respond to:** Emergency calls when unidentified/identified utilities are struck.
8. **Activate:** Emergency reaction system.

3. **DIG SAFELY PROCEDURES:**

A. **REQUESTOR:**

1. **10 Working Days prior to dig:** Submit Dig Safe request (Appendix 1, DPW SOP 11-17, Annex V) to BOID Div, DPW x2818, 3<sup>rd</sup> Floor, Bldg 667 A.
2. **Provide:** Attach a coordinating map of the specific dig site.
3. **Layout:** The excavation area with "white" markings/flags prior to submission of the permit.
4. **Maintain:** the markings once the utilities have been identified
5. **Alert:** DPW BOID if the markings disintegrate. Do NOT allow the excavation contractor to dig, if markings cannot be seen.
6. **Excavate:** No earlier than 10 working days from the permit request date.
7. **Ensure:** Additional safety procedures, i.e. emergency telecommunications, hard hats, steel barriers, safety harness and tags are in place before a descent into the excavation area is permitted.
8. **Notify:** The DPW BOID if any utilities are struck; or following a "safe dig", when excavation is complete.

B. **DIG SAFE COORDINATOR:**

1. **Receive:** Dig Safe Permit Request.
2. **Verify:** Dig location has been marked (in white) IAW submitted map and the area to be excavated *on/before day one (working days) of permit request date.*
3. **Coordinate:** Location of dig with all utility activities (including NEC) *on/before day three (working days) of permit request date.*
4. **Receive:** Confirmation from all utility activities that the dig site has been properly marked IAW Appendix 2, this SOP, *on/before day nine(working days) of permit request date.*
5. **Notify:** Requestor that the dig site has been properly marked, the permit has been approved, and is ready for pick-up *on/before day ten (working days) of the permit request date.*
6. **Cross Check:** Check and balance against DPW Building Permit(s) - insure requester is seeking a Building Permit as required and where appropriate.

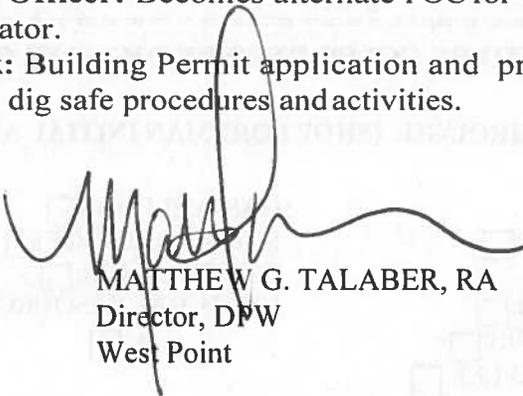
7. **Monitor:** Excavations telephonically, on site, or UHF/VHF with the requestor and **DPW Safety Officer (x0300)**.
8. **Process:** Any emergency responses to the Fire Department and **DPW Operations (x0300)** or sightings of any unidentified utilities to the appropriate utility activities.
9. **Close out and file:** The dig safe permit upon completion.

**C. DPW UTILITY ACTIVITIES AND NEC:**

1. **Receive:** Notification of Dig Safe Request and location from the DPW O&M coordinator.
2. **Within eight working days of the dig safe request date:** appropriately mark your utility location with color markings IAW Appendix 2, this SOP.
3. **Within nine working days of the dig safe request date:** advise the coordinator that the locations have been marked.
4. **Monitor:** Excavation telephonically, on site, or UHF/VHF with the requestor or DPW Dig Safe Coordinator.

**CI. DPW OPERATIONS DIVISION:**

1. **DPW Safety Officer:** Becomes alternate POC for the Dig Safe Coordinator.
2. **Cross Check:** Building Permit application and process.
3. **Monitor:** All dig safe procedures and activities.



MATTHEW G. TALABER, RA  
Director, DPW  
West Point

**APPENDIX 1 (DIG SAFE PERMIT) TO SOP 11-17 ANNEX V dated 30 September 2019**

**APPENDIX 2 (APWA Uniform Color Code; For Marking Underground Utility Lines)**

**APPENDIX 3 West Point New York 3Rs Safety Guide Brochure and Poster**

**This Annex, dated 30 Sep 2019, supersedes all previous editions**

**(REQUEST SHOULD BE SUBMITTED NO MORE THAN 30 DAYS PRIOR TO BREAKING GROUND)**

**REQUESTOR WILL MARK EXCAVATION AREA WITH WHITE FLAGS PRIOR TO SUBMITTAL. REQUESTOR IS RESPONSIBLE TO MAINTAIN MARKINGS FOR DURATION OF PROJECT. UPON RECEIPT OF COMPLETED DIGSAFE PACKET (PERMIT, GIS MAP, AND APPROVED DA 4283) THE PROCESS, TO INCLUDE MARKOUTS, WILL TAKE 10 BUSINESS DAYS FOR COMPLETION.**

-----  
**SUSPENSE DATE:**

**DIG-SAFE REQUEST DATE:**

**PERMIT NUMBER:**

**REQUESTOR POC:**

**PHONE:**

**DA 4283 (IJO NUMBER):**

**LOCATION OF DIG:**

**REASON FOR DIG:**

**MAP/SKETCH ATTACHED: YES: NO:**

**DATE MARKED OUT:**

**ANTICIPATED DIGGING DEPTH:**

**ANTICIPATED DIGGING DATE:**

=====  
**(TO BE COMPLETED BY DIG SAFE COORDINATOR)**

**DIG-SAFE CLEARED THROUGH: (SHOP FOREMAN INITIAL AND DATE WHEN FINISHED)**

**ELECTRIC (RED):**

**MAIN SEWERS (GREEN):**

**STEAM (YELLOW):**

**AGRONOMIST (PURPLE):**

**MAIN STORM (LITE BLUE):**

**ENVIRONMENTAL (PURPLE):**

**GAS (YELLOW)**

**SIGNAL (ORANGE)**

**WATER (BLUE):**

**CULTURAL RESOURCE: (PURPLE)**

**CLP**

REQUESTOR OF DIG-SAFE PERMIT IS REMINDED THAT WHILE ALL KNOWN UTILITIES ARE MARKED, THESE MARKINGS ARE ONLY AS CLOSE AS REASONABLE. EXTREME CARE MUST BE EXERCISED WHEN EXCAVATING CLOSE TO EXISTING UTILITIES. REQUESTOR SHALL COMPLY WITH THE PROVISIONS OF 29 CFR 1926, SUBPART P-EXCAVATIONS, THE OSHA EXCAVATION STANDARDS.

**CLEARED BY:**

**DATE:**

**BOID, WORK MANAGEMENT BRANCH CHIEF**

**NOTIFY DIG SAFE COORDINATOR @ 3107 WHEN DIG IS COMPLETE.**

**SPECIAL INSTRUCTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APWA UNIFORM COLOR CODE**

For Marking Underground Utility Lines

 WHITE	PROPOSED EXCAVATION MARKERS
 GREEN	SEWERS & DRAIN LINES
 RED	ELECTRIC
 YELLOW	GAS, STEAM, PETROLEUM
 ORANGE	COMMUNICATION, SIGNAL
 BLUE	WATER
 PURPLE	AGRONOMIST, CULTURAL RESOURCES and ENVIRONMENTAL

APPENDIX 3, ANNEX V, DPW SOP 11-17 dtd 30 Sep 2019

West Point NY 3 Rs Safety Guide Brochure and Poster

## Background

West Point's history dates back to the Revolutionary War when General George Washington considered it to be the most strategic position in America. Since that time, the United States Army has held West Point, making it the oldest continuously occupied military installation in the United States. Due to its strategic role in the Revolutionary War, and as the home of the United States Military Academy since 1802, unexploded ordnance (UXO) may be present on virtually every part of West Point and on some nearby recreational areas.

West Point includes nearly 14,000 acres of training areas and range complexes. Live-fire impact/dud areas are marked and off-limits to all personnel. There are numerous recreational areas for hunting, fishing, horseback riding, and camping on or near West Point where the potential to encounter UXO from past military activity exists.

Weathering may make munitions, which may be on the surface, buried, or whole or in parts, difficult to recognize. Even old munitions can still kill. As such, cadets and others should never touch, move or disturb anything encountered that may be a munition or part of one. All munitions should be considered dangerous, regardless of how long they have been in the environment or how frequently they have been handled.

Help protect yourself, your family and your community by learning and following the 3Rs of Explosives Safety.



# West Point New York

## West Point Information

## 3Rs Safety Guide

### Emergency Contacts

If you encounter a munition:

Call **911**

or

if at West Point report it to:

**Military Police**

845-948-3333

if found on ranges or training areas  
report it to:

**Range Control**

845-938-3930

Learn and follow the 3Rs  
of explosives safety



Visit the US Army's Explosive Safety Education website:  
[www.denix.osd.mil/uxo](http://www.denix.osd.mil/uxo)



# Follow the 3Rs



## Recognize

### Recognize when you may have encountered a munition.

Recognizing when you may have encountered a munition is the most important step in reducing the risk of injury or death. Munitions may be encountered on land or in the water. They may be easy or hard to identify.

To avoid the risk of injury or death:

- ▶ Never move, touch or disturb a munition or suspect munition
- ▶ Be aware that munitions do not become safer with age, in fact they may become more dangerous
- ▶ Don't be tempted to take or keep a munition as a souvenir

Munitions come in many sizes, shapes and colors. Some may look like bullets or bombs while others look like pipes, small cans or even a car muffler. Whether whole or in parts, new or old, shiny or rusty, munitions can still explode. The easiest way to avoid injury or death is to stay out of areas marked with no entry signs and heed posted warnings.

## Retreat

### Do not touch, move or disturb it, but carefully leave the area.

Avoid death or injury by recognizing that you may have encountered a munition and promptly retreating from the area.

If you encounter what you believe is a munition, do not touch, move or disturb it. Instead, immediately and carefully leave the area by retracing your steps—going out the way you entered. Once safely away from the munition, mark the path (e.g., with a piece of clothing) so response personnel can find the munition.



## Report

### Notify the military police at 845-938-3333 on ranges/training areas call range control at 845-938-3930

Protect yourself, your family, your friends and your community by immediately reporting munitions or suspected munitions to the police.

Help us by providing as much information as possible about what you saw and where you saw it. This will help the police and military or civilian explosive ordnance disposal personnel find, evaluate and address the situation.

If you believe you may have encountered a munition, call the police or range control and report:

- ▶ The area where you encountered it.
- ▶ Its general description. Remember, do not approach touch, move or disturb it.
- ▶ When possible, provide:
  - Its estimated size
  - Its shape
  - Any visible markings, including coloring

# Follow the 3Rs

## West Point

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### BACKGROUND

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## Soil Specifications

### Design Requirements

If a project will have excess fill material, soil testing shall be conducted during the design. Soil testing shall be conducted in accordance with 6 NYCRR 360.13 which sets the minimum number of samples required and analytical parameters. The sampling program shall be designed and implemented by or under the direction of a qualified environmental professional. Analysis results shall be included in the design and shall require off-site disposal or reuse. The design shall include a description of the sampling conducted, a comparison of the results with NYSDEC soil cleanup objectives at 6 NYCRR 375-6, and a discussion of what NYSDEC predetermined beneficial use determinations the fill meets.

### Excess Soil/Fill Material Requirements

West Point does not have a landfill on site suitable for disposal of excess soil/fill material. All excess soil/fill material generated by the project must be analyzed prior to being shipped off site for reuse or disposal. Soil/fill material shall not be shipped off site without written approval from the West Point Environmental Management Division. The contractor is responsible for the disposal of soil that does not exceed the limits for hazardous waste as defined in 6 NYCRR 371.

Excess soil/fill material may be stockpiled until the end of the project, then reused on site as much as possible prior to sampling and analysis for residual soil to be disposed. Store in a manner that prevents rain from infiltrating the soil matrix and preventing runoff into the surrounding soil or pavement (for example, store the soil on top of plastic sheets and covered with plastic sheets or store in lined, covered dumpsters). If the soil is going to be relocated or disposed outside the construction site, sampling and analysis is required.

### Excess Soil/Fill Material Reused on the Construction Site

If soil/fill material is to be reused on the construction site, sampling is not required unless contamination is suspected or otherwise directed. Sampling and analysis will be required if there is visual evidence of a spill, odors, field instrument readings, debris or other indications that the soil is contaminated.

### Requirements for Excess Soil/Fill Material Exported from West Point

The Contractor shall not move excess soil/fill material off-site without written permission from the West Point Environmental Management Division. This requirement is in effect even if the Contractor does not believe the soil is contaminated. Sampling design and implementation shall be as required by the disposal facility but at a minimum shall be in accordance with 6 NYCRR 360.13. The sampling program must be designed and implemented by a qualified environmental professional. The analysis report shall include a description of the soil stockpile, estimated quantity of soil being characterized, and a sketch showing where the samples were collected. The report shall identify all exceedances of unrestricted use soil cleanup objectives at 6 NYCRR 375-6.8. The contractor shall submit the analysis report and documentation that the receiving facility is properly permitted and can accept the soil, to the West Point Environmental Management Division for written approval to ship the soil to the disposal facility.

After the soil/fill material has been shipped off site, the contractor shall submit documentation such as shipping manifests, weight tickets, and invoices documenting the quantities and locations the excess soil was shipped.

### Requirements for Imported Fill

Any material being imported onto the project site must meet Part 375-6.7(d). Soil/fill material brought in from off site for use on the construction site shall be tested in accordance with 6 NYCRR 360.13. Fill material shall not contain concentrations of analytes above Unrestricted Use Soil Cleanup Objectives New York state standards in 6 NYCRR 375-6.8. If material is gravel or stone, material must be from a native source with NYSDOT certification. Do not bring material on site until test results have been received and approved by the West Point Environmental Management Division.

# West Point Policy for Construction Sites

## Introduction

The West Point military installation encompasses approximately 14,000 acres of undeveloped land (training ranges) and 2000 acres of the developed cantonment including the Garrison and the US Military Academy in Orange County, West Point, New York on the western banks of the Hudson River.

Regulatory authority comes from the New York State Division of Environmental Conservation.

Stormwater runoff associated with construction activities is regulated by the DEC under the National Pollutant Discharge Elimination System (NPDES) General permit. Also, West Point is regulated by the DEC under the Municipal Separate Storm Sewer System (MS4) permitting program, for municipalities and entities serving a population of less than 100,000. While the compliance requirements for the Construction General permit are annual and specific to each project, the MS4 permit is a “broader brush approach”, and includes more water quality and public involvement type provisions. Both the Construction General Permit, the MS4 permits and the New York State Standards and Specifications for Erosion and Sediment Control can be found online at:

[https://www.dec.ny.gov/docs/water\\_pdf/constgp020001.pdf](https://www.dec.ny.gov/docs/water_pdf/constgp020001.pdf)

[https://www.dec.ny.gov/docs/water\\_pdf/ms4permit.pdf](https://www.dec.ny.gov/docs/water_pdf/ms4permit.pdf)

[https://www.dec.ny.gov/docs/water\\_pdf/2016nysstanec.pdf](https://www.dec.ny.gov/docs/water_pdf/2016nysstanec.pdf)

In addition to sediment, there other parameters of water quality that must be considered, i.e., pathogens, nutrients, etc. in the watershed of state-identified 303(d) listed streams or within a watershed that supports a state-identified threatened or endangered species.

This policy and its implementation is designed to establish requirements to ensure compliance of West Point’s commitment to water quality sustainability, the DEC stormwater construction general permit, MS4 permit, and the future establishment of state-mandated total maximum daily loads (TMDLs). The amounts for TMDL (expressed as a mass loading per unit of time) and parameters (sediment, pathogens, nutrients, etc.) will vary from watershed-to-watershed, depending on the severity of the impairment and the intended uses of the stream. Of the water bodies within the West Pont military installation, only the Hudson River is included on New York’s 303(d) list due to PCB contaminated sediments. There are no known sources of PCBs at West Point that could impact the Hudson River.

## Objectives

The objectives of this policy are:

1. To protect, sustain, and enhance the public health, safety, general welfare, and water quality by establishing minimum requirements and procedures to control the adverse effects of stormwater runoff associated with development;
2. To minimize erosion from areas of new development and significant redevelopment;
3. To reduce pollutants in stormwater runoff to the maximum extent practicable;
4. To guide the construction of stormwater management facilities by developing stormwater master plans to address stormwater runoff;
5. To encourage the use of natural and aesthetically pleasing design;
6. To ensure a functional stormwater management system that will not result in excessive maintenance costs; and
7. To minimize property damage.

## Policy Statements

To implement the objectives presented above, the following general policy statements shall apply:

1. The West Point Policy for Construction Sites is intended to establish guidelines, criteria, and procedures for stormwater management activities within the base, and to comply with the NYS DEC's NPDES General Permit for Stormwater Discharges from Construction Activities. West Point is committed to continual improvement, prevention of pollution, and compliance with legal requirements. Also, this guidance document is intended to provide a regulatory mechanism to require erosion prevention and sediment controls as well as sanctions to ensure compliance. Key elements of the policy include Construction Site Final Stabilization Guidance, Stormwater Construction NPDES Permit Notice of Intent and Notice of Termination, Stormwater Pollution Prevention Plans, Stormwater Low Impact Design Requirements, Forestry Management, and Public Involvement.
2. No construction or land clearing activities shall be performed in a manner that will negatively impact stormwater runoff in its vicinity or in other areas whether by flow restrictions, increased runoff, increased pollutant loading, or by diminishing channel or over bank storage capacity.
3. New construction may not aggravate upstream or downstream flooding conditions. Improvements may be required in conjunction with new development to mitigate increases in peak flow or runoff.
4. Unwarranted acceleration of erosion due to various land clearing and development activities must be controlled. Off-site sedimentation is not allowed.

5. New construction shall not be permitted until temporary or permanent erosion prevention and sedimentation control management practices have been placed or constructed and are operational to control erosion and sediment.
6. Erosion prevention and sedimentation control practices shall ensure properties that drain to sensitive drainage ways are adequately protected.
7. Maintenance plans shall be developed to ensure stormwater management controls are operating properly.
8. If allowed under separate permit application, construction in floodplains should be done in a way that protects or enhances stormwater quality, greenways and buffer zones, and promotes land and tree conservation, greenways, floodplain preservation and hazard mitigation.
9. Contractors must comply with grading, drainage, and erosion and stormwater quality plans for the development in which they are building and are responsible for erosion leaving their construction site.
10. Low Impact Design requirements shall be applied to all land disturbing projects to sustain water quality.
11. The Garrison Commander, the Superintendent and West Point environmental officials shall have the authority to issue a stop work order should contractors not meet the requirements of this policy. Projects shall not proceed until such time that the contracting agency is satisfied the project is in compliance with this policy.
12. In order to ensure stormwater runoff goals are met and maintained for permanent stormwater drainage systems, operation and maintenance shall be implemented with each initial design as required. Any structure or system that requires periodic maintenance to function properly must develop a maintenance plan and be approved by the Directorate of Public Works (DPW) prior to construction. The plan must include a maintenance schedule and required materials equipment list.
13. Contractor's warranty of construction shall be required for each project to obtain site stabilization to a minimum of 95% for permanent erosion and sediment controls
14. This policy shall apply to all DOD contracted construction activities conducted within the West Point Military Installation. However, all construction activities, including those conducted by privatized entities, will be required to adopt the Low Impact Development policy section contained in this document.

## **Construction Sites Under 1 Acre of Disturbance**

1. The primary contractor and all subcontractors must implement Soil Erosion and Sediment Control practices (silt fences, rumble pad, inlet screen, etc.).
  - a. If a Soil Erosion and Sediment Control Plan is in place that will take president.
2. The primary contractor must have an employee(s) that has received 4 hours of DEC endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other DEC endorsed entity.
  - a. Said employee(s) must be on the job site daily (working days), from the start of disturbance until stabilization.
3. All subcontractors must have an employee(s) that has received four 4 hours of DEC endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other DEC endorsed entity.
  - a. Said employee(s) must be on the job site daily (working days), from the start until end of contracted work.
4. Any soil piles must remained covered when not active.
5. Copies of all licenses and certifications will be kept on record.

## **Construction Sites Over 1 Acre of Disturbance**

In addition to the requirements of “Construction Sites Under 1 Acre of Disturbance” the follow is required:

### **Storm Water Pollution Prevention Plans (SWPPPs)**

The Construction General Permit requires the contractor to develop a site-specific SWPPP. The contractor shall use the standard template SWPPP provided by the government. The SWPPP shall include everything required as per the Construction General Permit. Items that are always required:

1. The SWPPP will include a Soil Erosion and Sediment Control Plan;
2. The SWPP will include a section on concrete washout when concrete work is present (see additional information below);
3. The SWPPP will include a copy of the NYS DEC Notice of Intent (NOI); and

#### 4. The weekly self-inspections.

##### 1. The weekly self-inspections will be done by:

- A licensed Professional Engineer;
- A Registered Landscape Architect; or
- An employee that has received four (4) hours of DEC endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other DEC endorsed entity.

A professional engineer or architect licensed in the state of New York qualified by education and experience to perform the necessary hydrologic and hydraulic calculations shall be used for the design of a permanent or temporary sediment basin if such basin is required. The plan will be submitted to West Point DPW EMD by the contracting agency prior to commencement of construction. The Stormwater Manager will review and approve of the SWPPP before submitting for signature.

The primary contractor shall have the responsibility to ensure all sub-contractors performing work on their project meets the requirements of their SWPPP or have submitted an additional SWPPP for their work.

### **Storm Water Quality and Quantity**

All development at West Point shall be conducted in a manner that minimizes stormwater pollution to the maximum extent practicable. Both structural and non-structural measures shall be employed at sites to reduce the potential for storm water pollution. Long-term measures shall also be employed by using Low Impact Design requirements, to reduce the potential for stormwater pollution. Discharging oils, paints, yard debris and other pollutants to the stormwater system shall be expressly prohibited.

### **NOI/NOT Process- Construction General Permit**

The contractor will prepare the Notice of Intent (NOI) and submit it to West Point DPW EMD for review and signature by the delegated authority. West Point DPW EMD will submit the NOI to NYS DEC. No work can start until NYS DEC returns an Acknowledgment of NOI.

The contractor will prepare the Notice of Termination (NOT) and submit it to West Point DPW EMD for review and signature by the delegated authority. West Point DPW EMD will submit the NOT to NYS DEC. Until such time the construction site is still considered active and all requirements of the Construction General Permit and SWPPP are still in effect.

## **Other Considerations**

The Directorate of Public Works is responsible for making sure that West Point maintains continuous storm water permit coverage annually from the NYS DEC. DPW is also responsible for establishing storm water requirements and maintaining storm water files on each construction project, and for assurance that this storm water policy is being properly implemented. Also, changes to the storm water conveyance system maps shall be updated annually and properly maintained.

## **Construction Sites Over 5 Acres of Disturbance**

In addition to the requirements of "Construction Sites Over 1 Acre of Disturbance" the follow is required:

1. The site will be inspected at least 2 times every 7 days (at least 2 days apart), as long as 5 acres or more are disturbed.
2. In areas where soil disturbance activity has temporarily or permanently ceased, the application of soil stabilization measures must be initiated by the end of the next business day and completed within 7 days from the date the current soil disturbance activity ceased.
3. The site will have a phasing plan that defines maximum disturbed area per phase and show the required cuts and fills.
4. Any addition site-specific practices needed to protect water quality will be installed.
5. These requirements will be included in the SWPPP.

## **Construction Sites With Concrete Activities**

The construction site will have a designated concrete washout on the site. The concrete washout will be appropriate for the site and work to be done. All concrete trucks must washout at the construction site that it delivered to, it cannot washout at a different location.

## **Stormwater Inlets**

Any new stormwater inlets must have the proper wording cast in to the grate; "No Dumping, Drains to waterway" or "No Dumping, Drains to River".

## **New or Modified SMPs**

Any new or modified BMP's need to be added to real property. A maintenance plan/schedule needs to be supplied to DPW O&M and DPW EMD Stormwater manager.

## **Section 438**

As per Section 438 of the Energy Independence and Security Act of 2007 (EISA), “the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the property with regard to the temperature, rate, volume, and duration of flow. The sponsor can comply using a variety of stormwater management practices often referred to as "green infrastructure" or "low impact development" practices, including reducing impervious surfaces and using vegetative practices, porous pavements, cisterns and green roofs.”

**UNITED STATES ARMY GARRISON AT WEST POINT  
RECORD OF ENVIRONMENTAL CONSIDERATION  
(32 CFR §651.19)**

**PROJECT NAME:**

Rehabilitaion of the “Parade Field”

**DATE PREPARED:**

1 November 2021

**PROJECT LOCATION:**

“Parade Field” USAG West Point. West Point, New York.

**PROJECT DESCRIPTION:**

The intent of this project is to enhance “Parade Field” at the United States Military Academy, West Point, New York. Parade Field is approximately 13 acres in area and used for parades, graduation, drill, and other training activities, and is the showcase of the campus.

Upgrades proposed as follows:

- a. Re-grading of the surface to improve drainage and provide a level field for training activities
- b. New sod turf to withstand heavy traffic
- c. New irrigation system, including pumps and controls, to provide adequate watering capability
- d. Replacement of approximately 600 LF of damaged stormwater piping
- e. Replace portions of existing concrete sidewalk surrounding Parade Field
- f. Providing a hard concrete surface along the perimeter bollard chain for easier landscaping maintenance

**ANTICIPATED DATE OF PROPOSED ACTION:**

FY 2022

**ASSESSMENT:**

Environmental considerations include potential impacts to traffic, noise, hazardous and regulated materials, wastes, historical structures, fuel containment, and stormwater management.

**RATIONALE FOR REC:**

Categorically excluded under the provisions of 32 CFR 651 Appendix B, Section II (g)(1) Routine repair and maintenance of buildings, airfields, grounds, equipment, and other facilities. Examples include, but are not limited to: Removal and disposal of asbestos-containing material (for example, roof material and floor tile) or lead-based paint in accordance with applicable regulations; removal of dead, diseased, or damaged trees; and repair of roofs, doors, windows, or fixtures (REC required for removal and disposal of asbestos-containing material and lead-based paint or work on historic structures).

**CONDITIONS OF REC:**

For implementing the proposed recommendations, employ good engineering practices and adhere to the attached documents.

**UNITED STATES ARMY GARRISON AT WEST POINT  
RECORD OF ENVIRONMENTAL CONSIDERATION  
(32 CFR §651.19)**

**Specific:**

During the execution of the proposed undertaking the following provisions shall be adhered to:

- A. In the event traffic will be disrupted for more than two hours, the contractor will prepare a Traffic Management Plan, to be vetted through the USAG WP Garrison Commander's office. The plan will show how the site will be assessed each day, how long access will be required and what (if any) parking spaces will be impacted.
- B. The Contractor shall keep all materials, equipment, trailers, etc. within the boundaries of their assigned staging area. The Contractor shall not park vehicles or equipment in a way that impedes traffic.
- C. "Parade Field" is a Tier 2 (Offices and Classrooms) Noise Zone. Noise producing activities are restricted to 7am-7pm Mon-Fri, 10am-4pm Saturday, unless prior approval is granted by the Project Manager (PM). Acceptable noise levels must be maintained less than 84dB for reoccurring noise (i.e. equipment use). Impulsive sounds which occur abruptly for a short duration, such as detonations, are further restricted, and shall be scheduled with the PM. If necessary, noise must be significantly decreased to insure proper study conditions for cadets during USMA West Point's Final Exams week at the end of each semester. The contractor shall develop a noise mitigation plan and have it approved by the PM prior to the start of work. The Noise Mitigation Plan must be on the construction site and available for inspection on demand. If noise complaints are received, the PM and contractor QC shall ensure that the plan is being followed, and develop further mitigations, if needed in accordance with the procedure presented in Chapter 3.7.1 of the USAG WP Operational Noise Management Plan (USAPHC 2013).
- D. The contractor shall prepare a Construction & Demolition (C&D) Plan in accordance with the latest version of USGS 01 74 19 describing how C&D for this project will be managed. The contractor must divert at least 60% of C&D waste from landfill disposal and report to the Contracting Officer Representative how much project derived C&D waste was recycled and how much went to an off-site landfill or other disposal site. The contractor shall maintain records to document the quantity of waste generated; quantity diverted through sale, reuse or recycling; and the quantity of waste disposed by landfill or incineration. The records shall be provided to the Environmental Division at the end of the project.
- E. Data regarding soil contamination is lacking. Recommned completion of a pre-construction screening.

**UNITED STATES ARMY GARRISON AT WEST POINT  
RECORD OF ENVIRONMENTAL CONSIDERATION  
(32 CFR §651.19)**

- F. Use all spoils on site to the greatest extent possible. If the project will generate excess fill, include the following requirements in the specifications:
1. West Point does not have a landfill on site suitable for disposal of excess soil/fill material. All excess soil/fill material generated by the project must be analyzed prior to being shipped off site for reuse or disposal. Soil/fill material shall not be shipped off site without written approval from the West Point Environmental Management Division.
  2. Excess soil/fill material may be stockpiled until the end of the project, then reused on site as much as possible prior to sampling and analysis for residual soil to be disposed. Store in a manner that prevents rain from infiltrating the soil matrix and preventing runoff into the surrounding soil or pavement (for example, store the soil on top of plastic sheets and covered with plastic sheets or store in lined, covered dumpsters). If the soil is going to be relocated or disposed outside the construction site, sampling and analysis is required.
  3. If soil/fill material is to be reused on the construction site, sampling is not required unless contamination is suspected or otherwise directed. Sampling and analysis will be required if there is visual evidence of a spill, odors, field instrument readings, debris or other indications that the soil is contaminated.
  4. The Contractor shall not move excess soil/fill material off-site without written permission from the West Point Environmental Management Division. This requirement is in effect even if the Contractor does not believe the soil is contaminated. Excess soil for disposal shall be analyzed in accordance with 6 NYCRR 371 and 6 NYCRR 360.13. Sampling frequency shall be as required by the disposal facility but at a minimum shall be in accordance with 6 NYCRR 360.13. The analysis report shall include a description of the soil stockpile, estimated quantity of soil being characterized, and a sketch showing where the samples were collected. The report shall identify all exceedances of unrestricted use soil cleanup objectives at 6NYCRR 375-6.8. The contractor shall submit the analysis report and documentation that the receiving facility is properly permitted and can accept the soil, to the West Point Environmental Management Division for written approval to ship the soil to the disposal facility. After the soil/fill material has been shipped off site, the contractor shall submit documentation such as shipping manifests, weight tickets, and invoices documenting the quantities and locations the excess soil was shipped.
- G. The Contractor shall keep staging areas neat and clean. All waste and recyclables shall be properly stored in dumpsters or other trash receptacles. Waste shall not be stored exposed to the weather or in a manner that could contaminate the environment. Staging areas shall not be used for long term storage or disposal of solid waste. At conclusion of the contract all solid waste shall be removed from the site.
- H. West Point is a Large Quantity Generator of hazardous waste. All hazardous waste generated during this contract shall be managed in accordance with applicable NYSDEC hazardous waste regulations and USAG Policy 26. Coordinate all Hazardous Waste Manifests with the DPW Environmental Management Division. Only authorized West Point personnel shall sign Hazardous Waste Manifests as the generator.

**UNITED STATES ARMY GARRISON AT WEST POINT  
RECORD OF ENVIRONMENTAL CONSIDERATION  
(32 CFR §651.19)**

- I. Unexploded Ordnance (UXO) may be encountered anywhere at West Point. Provide The West Point UXO awareness brochure to contractors performing ground disturbing activities on West Point. In the event a suspected ordnance item is encountered, immediately stop work and notify the West Point Military Police.
- J. No archaeological properties are known to exist in the project area, however archaeological monitoring is recommended to avoid potential impacts. If any artifact or other cultural material is encountered while digging, the Project Manager shall immediately stop work and notify Cultural Resources Management staff at (845) 938-5853. Visual impacts from the proposed changes to the surface of Parade Field are anticipated to be minor.
- K. Storage of petroleum for contractor use must be addressed in a SPCCP appropriate to the amount of petroleum that will be stored.
- L. Ensure that the Water Supply connection(s) to the irrigation system are protected by back-flow device, placed to facilitate inspection as required by regulation.
- M. Equipment to arrive clean and free of organic material to prevent the establishment and spread of invasive species. Materials, fills, and sod must arrive free of weeds and weed seed.
- N. Follow U.S. Military Academy Specification Protection of Trees and Plants, coordinating all mitigations, site preparation, and plantings with the Installation Agronomist.
- O. All pesticide applications must be made IAW the installation Pest Management Plan meeting all reporting requirements through the Installation Pest Management Coordinator.
- P. All projects require a Soil Erosion and Sediment Control Plan
- Q. All projects require a Soil Erosion and Sediment Control Plan. A Stormwater Construction Permit is required for any project with a disturbance equal to or greater than an acre. Plan will be reviewed prior to the signing of the NOI by EMD and submittal of the NOI.
- R. Any project with concrete or cement work requires a designated concrete wash out on site.

**UNITED STATES ARMY GARRISON AT WEST POINT  
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- S. As per Section 438 of the Energy Independence and Security Act of 2007 (EISA), the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the property with regard to the temperature, rate, volume, and duration of flow. The sponsor can comply using a variety of stormwater management practices often referred to as "green infrastructure" or "low impact development" practices, including reducing impervious surfaces and using vegetative practices, porous pavements, cisterns and green roofs.
- T. The owner or operator of a construction activity shall not disturb greater than five (5) acres of soil at any one time without prior written authorization from the Department.
- U. **Note:**  
If, after additional information is received concerning implementation of the proposed action, either by the proponent, contractor, or a regulator, a determination is made that further environmental analysis is required, this REC may be modified or supplemented, or upgraded to an EA.

**X**

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Brett A. Walker  
Chief, Environmental Management Division

**X**

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Kartik Sahnii  
Project Manager, DPW ESD