IFB DACW61-00-B-0026

US Army Corps
of Engineers
Philadelphia District

Beachfill

Great Egg Harbor Inlet
and Peck Beach
Ocean City, New Jersey

Construction Solicitation and Specifications

16 June 2000

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

CAUTION TO BIDDERS

All information required by the terms of the Solicitation must be furnished. MISTAKES OR OMISSIONS CAN BE COSTLY. Important items for you to check are included in but not limited to those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

[ ] Are you registered in the Central Contractor Database? See DFARS Clause 252.204-7004 “REQUIRED CENTRAL CONTRACTOR REGISTRATION” in Section 00700 of this solicitation?

[ ] Have you acknowledged all amendments? Have you submitted your bid on the latest amended bid schedule?

[ ] Have you completed the "Representations and Certifications" {Section 00600} portion of the Solicitation? Is your Contractor Establishment Code listed on the Standard Form 1442?

[ ] Is your bid properly signed by an officer of your company?

[ ] If a bid guarantee is required, is it included with your bid {A late bid guarantee is treated the same as a late bid.} ***and*** is it in the proper amount? {Usually 20 percent of the total bid price, including any options or additives.} If your bid guarantee is in the form of a bid bond, is the bond properly signed by both the bidder and surety and are all required seals affixed? A bid guarantee is required when your bid exceeds $100,000.00.

[ ] Is the name in which you submitted the bid the same on your bid as on the bid bond?

[ ] If required, have you entered a unit price for each bid item? {The solicitation will specifically state when this is necessary.}

[ ] The Government may reject a bid as nonresponsive if it is materially and mathematically unbalanced as to price for any bid item or combination of items. A bid is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

[ ] Are decimals in unit prices in the proper places? Are your figures legible?

[ ] Are the extensions of your unit prices, and your total bid price correct?

[ ] Are all erasures or corrections initialed by the person signing the bid?

[ ] Have you restricted your bid by altering the provisions of the solicitation?

[ ] If you are a large business and your bid is greater than $1,000,000.00 have you included your Sub-Contracting Plan in your bid package? {NOTE: AN AWARD WILL NOT BE MADE WITHOUT AN APPROVED SUB-CONTRACTING PLAN. IN ORDER TO BE APPROVED YOUR PLAN MUST DESIGNATE 5% OF THE TOTAL SUB-CONTRACTING DOLLARS TO SMALL DISADVANTAGED BUSINESSES}.

[ ] Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct solicitation number and bid opening time?

[ ] Will your bid arrive on time? See paragraph entitled "Late Submissions, Modifications, and Withdrawals of Bids" in the Instructions to Bidders {Section 00100} of the solicitation.

July 02, 1998

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

INVITATION FOR BIDS
DACW61-00-B-0026

PHILADELPHIA DISTRICT
CORPS OF ENGINEERS

INVITATION FOR BIDS
FOR

BEACHFILL

GREAT EGG HARBOR INLET
AND PECK BEACH
OCEAN CITY, NJ

I. NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

II. BIDDERS ARE CAUTIONED TO NOTE THE "CERTIFICATION OF NONSEGREGATED FACILITIES" IN THE SOLICITATION. FAILURE OF AN BIDDER TO AGREE TO THE CERTIFICATION WILL RENDER HIS BID NONRESPONSIVE TO THE TERMS OF SOLICITATIONS INVOLVING AWARDS OF CONTRACTS EXCEEDING $10,000 WHICH ARE NOT EXEMPT FROM THE PROVISIONS OF THE EQUAL OPPORTUNITY CLAUSE. (1984 APR)

III. BIDDERS ARE REQUIRED TO COMPLETE THE REPRESENTATION AND CERTIFICATIONS PORTION OF SECTION 00600 OF THIS SOLICITATION AND SUBMIT THIS WITH THEIR BID.

16 June 2000

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

MAIN TABLE OF CONTENTS

SOLICITATION, OFFER, AND AWARD (SF 1442)

SECTION	TITLE	PAGE NOS.
00010	SF 1442 AND BIDDING SCHEDULE	00010-1 to 00010-4
00100	INSTRUCTIONS, CONDITIONS, AND NOTICE TO BIDDERS	00100-1 to 00100-8
00600	REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS	00600-1 to 00605-6
00700	CONTRACT CLAUSES	00700-1 to 00700-84
	SPECIAL CONTRACT REQUIREMENTS	00800-1 to 00880-4
	SPECIFICATIONS	01010-1 to 02880-16

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

TABLE OF CONTENTS

SECTION 00010

TITLE	PAGE NOS.
SOLICITATION, OFFER & AWARD (SF 1442)	00010-1 to 00010-2
BIDDING SCHEDULE	00010-3 to 00010-4

THIS PAGE HAS BEEN LEFT INTENTIONALY BLANK

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. DACW61-00-B-0026	2. TYPE OF SOLICITATION ☒ SEALED BID *(IFB)* ☐ NEGOTIATED *(RFP)*	3. DATE ISSUED 6/22/00	PAGE OF PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W25PHS-0105-3614	6. PROJECT NO.

7. ISSUED BY CODE	8. ADDRESS OFFER TO
US ARMY CORPS OF ENGINEERS, PHILADELPHIA WANAMAKER BUILDING, 100 PENN SQUARE EAST PHILADELPHIA, PENNSYLVANIA 19107-3390	US ARMY CORPS OF ENGINEERS, PHILADELPHIA WANAMAKER BUILDING, 100 PENN SQUARE EAST ATTN: MICHELLE BERTOLINE, CENAPCT-C PHILADELHIA, PENNSYLVANIA 19107-3390

9. FOR INFORMATION CALL:	A. NAME MICHELLE BERTOLINE	B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 215-656-6914

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

PROJECT TITLE: Beachfill, Great Egg Harbor Inlet and Peck Beach, Ocean City, New Jersey

SOLICITATION NUMBER: DACW61-00-B-0026

ISSUE DATE: 22 JUNE 2000

BID OPENING DATE: 25 JULY 2000 2:00 P.M.

THIS IS AN UNRESTRICTED PROCUREMENT

11. The Contractor shall begin performance within 10 calendar days and complete it within 120 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. *(See _____.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how may calendar days after award in Item 12B.)* ☒ YES ☐ NO	12B. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2:00 P.M. *(hour)* local time 7/25/00 *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

NSN 7540-01-155-3212

STANDARD FORM 1442 (REV. 4-85)
Prescribed by GSA USAPPC V1.00
FAR (48 CFR) 53.236-1 (d)

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20B. SIGNATURE	20C. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ▶ *(4 Copies unless otherwise specified)* ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C 2304(c) ( ) ☐ 41 U.S.C 253(c) ( )
26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31A. NAME OF CONTRACTING OFFICER *(Type or print)*	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

STANDARD FORM 1442 BACK (REV. 4-85)
USAPPC V1.0C

BID SCHEDULE
(To be attached to SF 1442)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
0001AA.	Base Bid, Mobilization and Demobilization of Plant and Equipment Required for Beachfill: Groin at Seaview Rd to 36th St.	1	Job	LS	$
0001AB.	Base Bid, Beachfill: Groin at Seaview Rd to 36th St.	1,300,000	C.Y.	$	$
TOTAL ESTIMATED BASE BID AMOUNT					$ _____
0001AC.	OPTION A, Beachfill: Groin at Seaview Rd to 36th St.	200,000	C.Y.	$	$ _____
0001AD.	OPTION B, Beachfill: Groin at Seaview Rd to 36th St.	200,000	C.Y.	$	$ _____
0001AE.	OPTION C, Beachfill: Groin at Seaview Rd to 36th St.	200,000	C.Y.	$	$ _____
TOTAL ESTIMATED OPTIONS A, B, AND C AMOUNT					$ _____
0002AA.	OPTION D, Additional Mobilization and Demobilization of Plant and Equipment Required for Beachfill: 36th Street to 59th St.	1	Job	LS	$
0002AB.	Option D, Beachfill: 36th Street to 59th St.	250,000	C.Y.	$	$

0002AC. Option E, Beachfill: 36th Street to 59th St.	50,000	C.Y.	$	$
0002AD. Option F, Beachfill: 36th Street to 59th St.	50,000	C.Y.	$	$

TOTAL ESTIMATED OPTIONS D, E, AND F AMOUNT $ _____

0003AA. OPTION G, Additional Mobilization and Demobilization of Plant and Equipment Required for Beachfill: Seaview Avenue to groin southeast of Prescott Avenue on Strathmere Beach	1	Job	LS	$
0003AB. Option G, Beachfill: Seaview Avenue to groin southeast of Prescott Avenue on Strathmere Beach	150,000	C.Y.	$	$
0003AC. Option H, Beachfill: Seaview Avenue to groin southeast of Prescott Avenue on Strathmere Beach	50,000	C.Y.	$	$
0003AD. Option I, Beachfill: Seaview Avenue to groin southeast of Prescott Avenue on Strathmere Beach	50,000	C.Y.	$	$

TOTAL ESTIMATED OPTIONS G, H, AND I AMOUNT $ _____

TOTAL ESTIMATED BASE BID AND OPTIONS
A, B, C, D, E, F, G, H, and I AMOUNT: $ _____

NOTE: Bidders must bid on all items.

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at http://www.customerservice@dnb.com/. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is ``late'' and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-9 FAILURE TO SUBMIT BID. (JUL 1995)

Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements.

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to

allowing an advance payment.

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed priced contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
14.5%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction,'' and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor

to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Great Egg Harbor Inlet and Peck Beach, Ocean City, New Jersey.

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements'' (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA

country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mrs. Linda M. Toth, Chief, Contracts Branch, U.S. Army Corps of Engineers, Philadelphia District, Wanamaker Building, 100 Penn Square East, Room 643, Philadelphia, Pennsylvania 19107-3390.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

(1) Obviously misplaced decimal points will be corrected;

(2) Discrepancy between unit price and extended price, the unit price will govern;

(3) Apparent errors in extension of unit prices will be corrected;

(4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

THIS PAGE INTENTIONALLY LEFT BLANK

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received

under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:.----------

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other----------

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name----------

TIN----------

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is, ( ) is not a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) ALTERNATE I (OCT 1998) & ALTERNATE II (NOV 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1629.

(2) The small business size standard is $13.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) ([Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ____is, ____is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.([The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____
_____

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) [ ] It has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) [ ] It has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

[ ] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

THIS PAGE INTENTIONALLY LEFT BLANK

SMALL, HUBZONE SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

DATE: _____

CONTRACTOR: _____
ADDRESS: _____
SOLICITATION OR CONTRACT NUMBER: _____
ITEM/SERVICE: _____

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2.

1. (a) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.

(i) Small Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.

(ii) HUBZone Small Business Concerns: _____ % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns located in a historically underutilized business zone which is an area located within one or more qualified census tracts, qualified nonmetropolitan counties, or lands within the external boundaries of an Indian reservation and appear on the List of Qualified HUBZone Small Business Concerns maintained by the SBA. (http://www.sba.gov/hubzone/).

(iii) Small Disadvantaged Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(iv) Women-Owned Small Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are women-owned small business concerns. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(b) The following dollar values correspond to the percentage goals shown in (a) above.

(i) Total dollars planned to be subcontracted to small business concerns:
$_____.

(ii) Total dollars planned to be subcontracted to HUBZone small business concerns:
$_____.

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns: $_____. This dollar amount is included in the amount shown under 1.(b)(i) above, as a subset.

(iv) Total dollars planned to be subcontracted to women-owned small business concerns: $_____. This dollar amount is included in the amount shown under 1.(b)(i) above, as a subset.

(c) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is $_____.

(d) The following principal products and/or services will be subcontracted under this contract, and the distribution among small, HUBZone small business, small disadvantaged, and women-owned small business concerns is as follows:

(Products/services planned to be subcontracted to small business concerns are identified by *, to HUBZone small business concerns by **, to small disadvantaged business concerns by *** and women-owned small business concerns by ****)

_____

_____

_____

_____

_____

_____

(Attachment may be used if additional space is required)

(e) The following method was used in developing subcontract goals (i.e., statement explaining how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, HUBZone small, small disadvantaged, and women-owned small business concerns were determined, and how small, HUBZone small, small disadvantaged, and women-owned small business concerns capabilities were determined, to include identification of source lists utilized in making those determination).

(f) Indirect and over head costs [_____] have [_____] have not been included in the goals specified in 1(a) and 1(b).

(g) If “have” is checked, explain the method used in determining the proportionate share of indirect and overhead cost to be allocated as subcontracts to small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

_____

_____

_____

_____

_____

2. The following individual will administer the subcontracting program:

Name: _____
Address & Telephone: _____
Telephone: _____

This individual's specific duties, as they relate to the firm's subcontracting program are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

(a) Developing and maintaining bidders lists of small, HUBZone small, small disadvantaged, and women-owned small business concerns from all possible sources.

(b) Ensuring that procurement packages are structured to permit small, HUBZone small, small disadvantaged, and women-owned business concerns to participate to the maximum extent possible.

(c) Assuring inclusion of small, HUBZone small, small disadvantaged, and women-owned business concerns in all solicitations for products or services which they are capable of providing.

(d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small, HUBZone small, small disadvantaged, and women-owned business participation.

(e) Ensuring periodic rotation of potential subcontractors on bidders lists.

(f) Ensuring that the bid proposal review board documents its reasons for rejecting low bids submitted by small, HUBZone small, small disadvantaged, and women-owned business concerns.

(g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

(h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

(i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.O. 95-507.

(j) Monitoring attainment of proposed goals.

(k) Preparing and submitting periodic subcontracting reports required.

(l) Coordinating contractor's activities during the conduct of compliance reviews by Federal Agencies.

(m) Coordinating the conduct of contractor's activities involving its small, HUBZone small, small disadvantaged, and women-owned business subcontracting program.

(n) Additions to (or deletions from) the duties specified above are as follows:

_____

_____

_____

_____

_____

3. The following efforts will be taken to assure that small, HUBZone, small, small disadvantaged, and women-owned business concerns will have an equitable opportunity to compete for subcontracts:

(a) Outreach efforts will be made as follows:

(i) Contacts with minority and small business trade associations

(ii) Contacts with business development organizations

(iii) Attendance at small and minority business procurement conferences

(iv) Sources will be requested from SBA's PASS system.

(b) The following internal efforts will be made to guide and encourage buyers:

(i) Workshops, seminars and training programs will be conducted

(ii) Activities will be monitored to evaluate compliance with this subcontracting plan.

(c) Small, HUBZone small, small disadvantaged, and women-owned business concern source lists, guides and other data identifying small, HUBZone small, small disadvantaged, and women-owned business concerns will be maintained and utilized by buyers in soliciting subcontracts.

(d) Additions to (or deletions from) the above listed efforts are as follows:

_____

_____

_____

_____

_____

4. The bidder (contractor) agrees that the clause entitled Utilization of Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small Business Concerns will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of $500,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small, HUBZone small, small disadvantaged, and women-owned subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

5. The bidder (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small business Administration in order to determine the extent of compliance by the bidder with the subcontracting plan and with the clause entitled Utilization of Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small Business Concerns, contained in the contract.

6. The bidder (contractor) agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:

(a) Small, HUBZone Small, Small Disadvantaged, and Women-Owned Business concern source lists, guides and other data identifying SB/HZSB/SDB/WO vendors.

(b) Organizations contacted for small, HUBZone small, small disadvantaged, and women-owned business sources.

(c) On a contract-by-contract basis, records on all subcontract solicitations over $100,000, indicating on each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether HUBZone small business concerns were solicited, and if not, who not; (3) whether small disadvantaged business concerns were solicited, and if not, why not; (4) whether women-owned business concerns were solicited and if not, why not; and (5) reasons for the failure of solicited small, HUBZone small, small disadvantaged, or women-owned business concerns to receive the subcontract award.

(d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc. Attendance at small and minority business procurement conferences and trade fairs.

(e) Records to support internal activities to guide and encourage buyers: Workshops, seminars, training programs, etc. Monitoring activities to evaluate compliance.

(f) On a contract-by-contract basis, records to support subcontract award data to include name and address or subcontractor .

(g) Records to be maintained in addition to the above are as follows:

_____

_____

_____

_____

Signed: _____
Typed Name: _____
Title: _____
Date: _____

Plan Accepted By: _____
Contracting Officer

Date: _____

NOTE TO CONTRACTING OFFICER: Upon incorporation of a plan into the contract, indicate herein the estimated dollar value of the contract:

$ _____.

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed $100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a

prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such

person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of theperson's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services

rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding $100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is

submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-13 TIME EXTENSIONS (APR 1984)

Notwithstanding any other provisions of this contract, it is mutually understood that the time

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

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the data of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving

aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate

that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor as follows:

Option 1 – up to 60 days after contractor receives NTP for the Base contract
Option 2 – up to 70 days after contractor receives NTP for the Base contract
Option 3 – up to 80 days after contractor receives NTP for the Base contract
Option 4 – up to 90 days after contractor receives NTP for the Base contract
Option 5 – up to 100 days after contractor receives NTP for the Base contract
Option 6 – up to 110 days after contractor receives NTP for the Base contract
Option 7 – up to 120 days after contractor receives NTP for the Base contract
Option 8 – up to 130 days after contractor receives NTP for the Base contract
Option 9 – up to 140 days after contractor receives NTP for the Base contract

Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract (1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

(End of clause)

52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)--ALTERNATE I (JAN 1999).

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns;

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(v) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror in included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of $500,000 ($1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether HUBZone small business concerns were solicited and, if not, why not;

(C) Whether small disadvantaged business concerns were solicited and, if not, why not;

(D) Whether women-owned small business concerns were solicited and, if not, why not; and

(E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations; and

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all ``make-or-buy'' decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be con-sidered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled ``Small Business Subcontracting Plan,'' the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or

provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 1995)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding $100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably

anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the

Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If

the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national

origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated,

or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of $10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make

substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from

Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established ``recall'' lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of $10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

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

Component means any article, material, or supply incorporated directly into construction materials.

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

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

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

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

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

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

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

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

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: none

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6

percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

Item 2:
Foreign construction material.... ....
.....
Domestic construction material... ....
.....

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free
entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral,
attach summary.
Include other applicable supporting information.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (FEB 2000)

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at 52.219-9, Small Business Subcontracting Plan. It does not apply to contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219-9.

(b) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any ``Native'' as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(c)The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW, MS-334A-SIB, Washington, DC 20245. The BIA will determine the eligibility and notify the Contracting Officer. The 5 percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be 5 percent of the estimated cost, target cost or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) T The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be

withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

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

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

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

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

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) ``Irrevocable letter of credit'' (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future

expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than $25 million in the past year, ILCs over $5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than $25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

_____

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States $_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary)

in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

_____
[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. $_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

_____

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States $_____. This draft is drawn under Irrevocable Letter of Credit No. _____.

_____

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (SEP 1996)-

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

Contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) Unless the resulting contract price is $100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25): (i) The penal amount of performance bonds shall be 100 percent of the original contract price.

(ii) The Government may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(2) Payment Bonds (Standard Form 25-A):

(i) The penal amount of payment bonds shall equal--

(A) 50 percent of the contract price if the contract price is not more than $1 million;

(B) 40 percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(C) $2.5 million if the contract price is more than $5 million.

(ii) If the original contract price is $5 million or less, the Government may require additional protection if the contract price is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(i) of this clause.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in

this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____

(Name)

_____

(Title)

_____

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the

manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against
the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 30 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 30th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with

contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of $1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed $5,000;

(2) The additional penalty shall never be less than $25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than $1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from

receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to

the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”') by 15 days (the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or “concurrent with first request” as prescribed by the head of the agency; if not prescribed, insert “no later than 15 days prior to submission of the first request for payment”). If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this

contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding $100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for

rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-

price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless

otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer

responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.244-2 SUBCONTRACTS (AUG 1998)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

none

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any
subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of

the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or

(2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use

information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45

days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

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

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than $500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr2000.com.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of $25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities,* as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business,* when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction

contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

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

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 40 percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation

that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

SPECIAL CONTRACT REQUIREMENTS

00800	SPECIAL CLAUSES
00805	CONTRACT ADMINISTRATION
00815	WAGE RATES
00835	REGIONS FOR THE CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATION EXPENSE SCHEDULE
00840	PROJECT AND SAFETY SIGN LAYOUT
00865	GRADATION CURVES (ENG FORM 2087)
00870	BASELINE CONTROL
00875	SURVEY DATA FORMAT
00880	PRE-PLACEMENT CONDITION SURVEY CROSS SECTION LOCATIONS

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

SECTION 00800

SPECIAL CLAUSES

INDEX

PARA	TITLE
SC-1	COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
SC-2	LIQUIDATED DAMAGES - CONSTRUCTION
SC-3	CONTINUING CONTRACTS
SC-4	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS
SC-5	PHYSICAL CONDITIONS
SC-6	DAMAGE TO WORK
SC-7	LAYOUT OF WORK
SC-8	PERFORMANCE OF WORK BY THE CONTRACTOR
SC-9	ENVIRONMENTAL LITIGATION
SC-10	SIGNAL LIGHTS
SC-11	QUANTITY SURVEYS
SC-12	INSPECTION
SC-13	ACCOMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS
SC-14	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
SC-15	PERFORMANCE EVALUATION OF CONTRACTOR
SC-16	INSURANCE REQUIREMENTS
SC-17	CERF IMPLEMENTATION
SC-19	PARTNERING
SC-20	YEAR 2000 COMPLIANCE

SECTION 00800

SPECIAL CLAUSES

SC-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The contractor shall be required to (a) commence work under this contract within 10 calendar days after the Contractor receives the Notice to Proceed (NTP), (b) prosecute the work diligently, and (c) complete the work under the Base Bid ready for use not later than 120 calendar days after the Contractor receives the NTP. The time stated for completion shall include final cleanup of the premises. The Contracting Officer has the right to award Option A up to 60 days after the Contractor receives the NTP for the base contract, Option B up to 70 days, Option C up to 80 days, Option D up to 90 days, Option E up to 100 days, Option F up to 110 days, Option G up to 120 days, Option H up to 130 days, and Option I up to 140 days. The contract will be extended 10 calendar days for each option awarded (Options A, B, C, H, and I), 30 calendar days for each option awarded (Options D and G), and 5 calendar days for each option awarded (Options E and F).

SC-2 LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984)

a. If the Contractor fails to complete the work within the time specified in the contract, or any extensions thereof, the Contractor shall pay to the Government as liquidated damages, the sum of $1,000 for each calendar day of delay.

b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.211-12)

SC-3 CONTINUING CONTRACTS (MARCH 1995)

a. This is a continuing contract, as authorized by Section 103 of the River and Harbor Act of 1962 (PL 87-874). The payment of some portion of the contract price is dependent upon reservation of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payment Under Fixed-Price Construction Contracts" clause of this contract.

b. The sum of $ 150,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

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

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

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

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

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

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

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

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

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess. (EFAR 52.232-5001)

SC-4 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (DEC 1991)

a. The Government -

(1) Will check all drawings furnished on the CD' immediately upon

receipt;
(2) Will furnish additional sets upon request, for the cost of reproduction; and
(3) May, at its option, furnish the Contractor one set of reproducibles, or half-size drawings, in lieu of the drawings in paragraph (a)(1) of this clause.

b. The Contractor shall -
(1) Check all drawings furnished immediately upon receipt;
(2) Compare all drawings and verify the figures before laying out the work;
(3) Promptly notify the Contracting Officer of any discrepancies, and;
(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

c. Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

d. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

e. The work shall conform to the specifications and the contract drawings identified on the following, all of which are available in the office of the District Engineer, U.S. Army Engineer District, Philadelphia, Room 643, Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107. Drawings are titled: "Beachfill, Great Egg Harbor Inlet and Peck Beach, Ocean City, New Jersey." The list of drawings set out on Sheet 1 of 31 entitled "List of Drawings" is hereby incorporated by reference into this clause. (DFARS 252.236-7001)

SC-5 PHYSICAL CONDITIONS (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. (FAR 52.236-4)

a. The indications of physical conditions on the contract drawings are the result of site investigations by surveys. Samples of materials to be dredged for beachfill were obtained by using split-spoon and vibracore samplers.

b. Tide Data. The mean and spring ranges of tides in the vicinity of the work are 4.3 feet and 5.2 feet, respectively. Mean low water is approximately 2.75 feet below North American Vertical Datum (NAVD)1988.

c. Weather Conditions. The site of the work is in the open ocean and is exposed to storms. However, safe refuge from the ocean is available in Great Egg Harbor which is immediately adjacent to the work site. It is believed that work can be performed during all seasons of the year except during winter months when ice and storm conditions may interfere with dredging operations. Complete weather records and reports may be obtained from the local U.S. Weather Bureau Office nearest to the work site. The

Contractor shall satisfy himself as to the hazards likely to arise from weather conditions during the construction period.

d. Channel Traffic. Traffic in the work area consists of ocean going and commercial fishing, sport fishing vessels, U.S. Coast Guard vessels, and recreational craft. The traffic and vessels using Great Egg Harbor Inlet may interfere with dredging operations.

e. Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such as extent as may be necessary to afford a practicable passage. The Contractor shall request the U.S. Coast Guard to issue a Notice to Mariners for each work assignment advising navigation interests that the Contractor's dredging plant will operating in the area. The Contractor shall submit each such request to the U.S. Coast Guard, MSO/Group Philadelphia, 1 Washington Avenue, Philadelphia, PA 19147-4395. The Contractor shall furnish a copy of each request to the Contracting Officer not less than five days prior to the start of dredging. Each request shall contain the approximate time required for completion of dredging. Upon completion of dredging, the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the contract in navigable waters and on shore.

f. Navigation Aids. The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the U.S. Coast Guard at least 15 days prior to the desired date for movement of the aid. All requests shall be made in writing to: Commander (OAN), Fifth Coast Guard District, 431 Crawford Street, Portsmouth, VA 23704. A copy of each request shall be furnished to the Contracting Officer.

g. Transportation Facilities. The work site is accessible from the New Jersey Garden State Parkway and U.S. Route 9. The Contractor shall be responsible for all investigations of load carrying capacities of bridges and roadways.

h. Location. The city of Ocean City is located on the Atlantic Ocean coast of New Jersey in Atlantic County.

i. Laying of Submerged Pipelines and Obstruction of Channel. If it becomes necessary in the performance of this contract to use a submerged pipeline, the Contractor shall notify the Contracting Officer in advance of the scheduled for placement of the pipeline. If the submerged line is to be placed across a navigable channel, the Contractor shall submit a request for approval at least ten working days (Sundays and holidays excluded) prior to the desired closure date, to the U.S. Coast Guard, MSO/Group Philadelphia, 1 Washington Avenue, Philadelphia, PA 19147-4395. A copy of each request shall be furnished to the Contracting Officer. This request shall contain the following information:

(1) Location (Channel Centerline Stationing) and depth (over the top of the pipeline) at which the submerged line will be placed;

(2) The desired length of time the channel is to be closed;

(3) The date and hour placement or removal will commence;

(4) The date and hour of anticipated completion; and

(5) The name and telephone number of the person to be contacted for information and response to any emergency condition.

The Coast Guard has indicated that the requirements of navigation may make it necessary to establish times other then those requested. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE HIS PLANS WITH THE COAST GUARD SUFFICIENTLY IN ADVANCE OF THE PLANNED CLOSING TO PREVENT DELAY TO THE DREDGING OPERATIONS AND COMPLY WITH THE COAST GUARD REQUIREMENTS.

j. Bridge to Bridge Radio Telephone Equipment. In order that radio telephone communication may be with passing vessels, all dredges engaged in work under the contract shall be equipped with and operate bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on VHF Channel 13 (156.65 MHz) with low power output having a communication range of approximately ten miles. The frequency has been approved by the Federal Communication Commission.

k. Survey control descriptions are shown on the drawings.

l. Magnitude of the Contract Work. The estimated value of the contract work is between $1,000,000 and $5,000,000.

m. Vibracore logs representative of the material to be dredged under this contract are shown on the drawings.

n. The Great Egg Harbor and Peck Beach, Ocean City, New Jersey, General Design Memorandum, and Final Supplemental Environmental Impact Statement, dated April 1989, and the Hydraulic Model Investigation, dated March 1974, are available for inspection in the Philadelphia District Office, Wanamaker Building, 100 Penn Square East, Philadelphia, PA. Arrangements for inspection of these documents shall be made by contacting Mr. Dwight Pakan, Engineering Management Branch, telephone number (215) 656-6785.

o. Inspection of the Site. Prospective bidders are invited to visit the site of the work to acquaint themselves with the site conditions and any problems incident to the prosecution of the work.

SC-6 DAMAGE TO WORK

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

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

SC-7 LAYOUT OF WORK (APR 1965 OCE)

The Contractor shall lay out its work from Government-established survey controls, the description of which are shown on the contract drawings, and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at its own expense, such stakes, templates, platforms, equipment,range markers and labor as may be required in laying out any part of the work from the triangulation stations and bench marks established by the Government. The Contractor shall be responsible for executing the work to such lines and grades as may be established or indicated by the Contracting Officer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due or to become due to the Contractor. The Contractor shall promptly remove all stakes and markers at the completion and acceptance of work, as directed by the Contracting Officer.(CENAP)

SC-8 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least forty (40) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

SC-9 ENVIRONMENTAL LITIGATION (1974 NOV OCE)

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

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

SC-10 SIGNAL LIGHTS (FEB 1983)

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Commandant, U.S. Coast Guard with respect to vessels on the high seas (33 CFR 81 App. A), vessels in inland waters (37 CFR 84 and 33 CFR 88), as applicable. (DAEN-PRP Ind dtd 12 Sep 83)

SC-11 QUANTITY SURVEYS (APR 1984)

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed, the actual construction completed, and material in place. Also see Section 02880 BEACHFILL, paragraph 3.4 General Survey Requirements for additional survey requirements.

b. The Contractor shall conduct all surveys and make the computations based on them. The Contractor shall also conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. The surveys shall consist of "before" and "after" beachfill placement cross-sections taken at maximum 100 foot intervals. The surveys shall extend 2500 feet perpendicular to, and from, the baseline. "Before" cross-sections shall be obtained not more than ten days prior to the "after" cross-sections. "After" cross-sections shall be obtained not more than 24 hours following placement and final grading of beachfill. The Contractor shall also obtain surveys of the borrow areas, consisting of cross-sections taken at maximum 200 foot intervals, immediately prior to the start of dredging and upon completion of the placement of the beachfill. All hydrographic surveys obtained on the borrow areas shall meet Class 1 hydrographic surveying accuracy's, as outlined in U.S. Army Corps of Engineers Hydrographic Surveying manual, EM 1110-2-1003, dated 31-October 1994, and augmented by U.S. Army Corps of Engineers engineering Circular EC 1130-2-210, dated 1-October 1998.
All surveys shall be conducted by a Licensed Surveyor under the direction of the representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

c. Within 5 days of completing a before or after survey, the Contractor shall furnish to the COR, as an official transmittal per Section 01300 SUBMITTAL PROCEDURES, disks containing the survey data and plotted cross-sections. Also at that time, the Contractor shall submit a written request for a pre-final inspection, all field notes, summaries of beachfill material yardage placed per acceptance section of 1000 feet, and all other records relating to the surveys or to the layout of the work. The Contracting Officer shall use this information, as necessary, to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer. (CENAP)

SC-12 INSPECTION (APR 1965)

The inspectors will direct the maintenance of the gauges, ranges, location marks and limit marks in proper order and position; but the presence of the

inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work.

b. To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant and to and from the borrow areas.

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

SC-13 ACCOMMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS (1965 APR OCE)

a. The Contractor shall furnish regularly to Government inspectors on board the dredge or other craft upon which they are employed a suitable separate room for office and sleeping purposes. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, a comfortable bed and chair for each inspector, and washing conveniences. The entire cost of the Contractor for furnishing, equipping and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments to the Contractor.

b. If the Contractor maintains on this work an establishment for the subsistence of his own employees, he shall, when requested, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished will be paid for the Government at a rate of $5.00 per person for each meal. (CENAP)

SC-14 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (March 1995)

a. This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals, and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by the Contractor or sub-contractor at any tier shall be based on actual cost data for each piece of equipment, or groups of similar serial and series, from which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined, for any piece of equipment, or groups of similar serial and series, from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region I. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using

the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect as of the time work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements and sale-leaseback arrangements will be determined using the schedule except that actual costs will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." (EFARS 52.231.5000)

Note #1: The small purchase threshold is $100,000.

Note #2: By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. This right shall extend for two years after expiration of contract performance. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

SC-15 PERFORMANCE EVALUATION OF CONTRACTOR

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be DD 2626, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting offices for their future use in determining Contractor responsibility, in compliance with DFARS 236.201(c)(1). (CENAP)

SC-16 INSURANCE REQUIREMENTS

Evidence of the following types of insurance shall be provided to the Contracting Officer prior to commencement of work and shall be maintained through the period of performance:

a. General Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - $500,000 per occurrence.

b. Automobile Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - $200,000 per person and $500,000 per accident. Property Damage Liability - $20,000 per accident.

c. Workmen's Compensation and Employer's Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employer's liability coverage in the minimum amount of $100,000 is also required.

d. Applicable Marine Casualty Insurance and appropriate Marine Workmen's Compensation Insurance.

SC-17 CERF IMPLEMENTATION (1983 JUN OCE)

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

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

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

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

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

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

SC-19 PARTNERING

In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the contractor. Key players within this partnership may also include subcontractors, users, operators, tenants or other parties deemed appropriate by the Government and contractor. This partnership would strive to draw upon the strengths of each organization and a system of superior real time communications that will be developed by the partners in an effort to achieve a quality

product, on time and within budget. This partnership would be developed bilaterally and participation will be totally voluntary. Costs associated with effectuating this partnership will be absorbed by the parties as an alternate method of normal contract administration activities with no change in contract price. Activities are expected to include one or more brainstorming sessions among potential partners pursuant to a Memorandum-Of-Understanding that will detail the bylaws of operation. By-laws will establish, for example, an effective means of addressing clarifications or issues that may develop during the construction process, to include real time Alternate Dispute Resolution procedures to effectively address those issues that are not more readily resolved. Effective Partnering is expected to be beneficial to all parties. (CENAP)

SC-20 YEAR 2000 COMPLIANCE

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant.

b. The contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

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

PART # EXECUTION (Not Applicable)

-- End of Section --

SECTION 00805-1

CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA:
TO BE FURNISHED AT TIME OF AWARD

G.2 CONTRACT ADMINISTRATION IS RETAINED BY THE CONTRACTING OFFICER:

US Army Engineer District, Philadelphia
ATTN: CENAP-CT-C (Michelle Bertoline)
Wanamaker Building, 100 Penn Square East
Philadelphia, Pennsylvania 19107-3390
(215) 656-6914

G.3 PAYMENT BY:

US Army Corps of Engineers
FINANCE CENTER
5720 Integrity Drive
Millington, Tennessee 38054-5005

G.4 BILLING ADDRESS:

Invoices shall be forwarded as follows:

US Army Corps of Engineers, PHILADELPHIA
ATTN: CENAP-EN-C
WANAMAKER BUILDING, 100 PENN SQUARE EAST
PHILADELPHIA, PENNSYLVANIA 19107-3390

G.5 TECHNICAL INQUIRIES:
All technical inquiries should be directed to:

Dwight Pakan (215) 656-6785

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

The Work to be performed
Under this contract is classified as
DREDGING AND HEAVY CONSTRUCTION

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

General Decision Number NJ000002

General Decision Number NJ000002 Superseded General Decision No. NJ990002
State: New Jersey
Construction Type:
BUILDING
HEAVY
HIGHWAY
County(ies):

ATLANTIC	CUMBERLAND	OCEAN
BURLINGTON	GLOUCESTER	SALEM
CAMDEN	MERCER	
CAPE MAY	MONMOUTH	

Building (excluding single family homes and apartments up to and including 4 stories), Heavy (does not include the counties of BURLINGTON, CAMDEN, GLOUCESTER, AND SALEM) Highway Construction Projects.

Modification Number	Publication Date
0	02/11/2000
1	03/10/2000
2	05/05/2000

COUNTY(ies):

ATLANTIC	CUMBERLAND	OCEAN
BURLINGTON	GLOUCESTER	SALEM
CAMDEN	MERCER	
CAPE MAY	MONMOUTH	

ASBE0014C 05/01/1999

	Rates	Fringes
BURLINGTON (townships of Edgewater Park,Lumberton,Sampton, Shamong,Tabermacle,Westhampton,&Willingboro), CAMDEN, & GLOUCESTER COUNTIES:		
ASBESTOS WORKERS/INSULATORS (includes the application of all insulating materials, protective coverings,coatings, and finishes to all types of mechanical systems. Also the application of firestopping material, openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement).	26.99	13.32

ASBE0042B 07/15/1999

	Rates	Fringes
SALEM COUNTY:		
ASBESTOS WORKERS	23.99	9.89

ASBE0085A 06/01/1994

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems		
ZONE 1	20.20	6.35
ZONE 2	18.30	6.825

ASBESTOS WORKERS ZONE DEFINITIONS
ZONE 1: ATLANTIC, BURLINGTON (Bass River and Washington Twps.); CAPE MAY, CUMBERLAND AND OCEAN (Eaglewood, Lacy, Little Egg Harbor, Long Beach, Ocean, Stafford, Tuckerton, and Union Twps.) COUNTIES.
ZONE 2: MONMOUTH (Remainder of County)

ASBE0089G 07/01/1999

	Rates	Fringes
BURLINGTON (includes the townships of Bordentown, Burlington, Chesterfield, Easthampton, Florence, Mansfield, Mount Holly, New Hanover, North Hanover, Pembereton, Roebling, Springfield, Wrightstown, & Woodland); MERCER COUNTY; MONMOUTH (includes the townships of Allentown, Blansingburg, Brielle, Englishtown, Farmingdale, Freehold, Howell, Manasquan, Millstone, Roosevelt, Sea Crit, South Belmar, Spring Lake Heights, Upper Freehold, Wall, & West Belmar); & OCEAN (includes the townships of Beachwood, Berkeley, Breton Woods, Brick, Cederwood Park, Dover, Gillford Park, Island Beach, Island Heights, Jackson, Lakehurst, Lakewood, Manchester, New Egypt, Ocean Gate, Pine Beach, Plumstead, South Toms River & Toms River) COUNTIES:		
ASBESTOS WORKERS/INSULATORS Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems	26.89	14.46

BOIL0028C 08/01/1998

	Rates	Fringes
BOILERMAKERS	30.23	40%+4.08

BRNJ0005A 11/01/1998

	Rates	Fringes
BRICKLAYERS, STONEMASONS, MARBLE MASONS, CEMENT MASONS, (Excludes Building Construction for Mercer County), PLASTERERS, TILE LAYERS, & TERRAZZO WORKERS	26.25	11.95

CARP0031B 05/01/1997

	Rates	Fringes
MERCER COUNTY (Remainder)		
CARPENTERS & INSULATORS	26.28	12.34
MILLWRIGHTS	26.28	12.34

CARP0454B 07/01/1999

	Rates	Fringes
DOCK BUILDERS & PILEDRIVERMEN	25.00	15.79+A

FOOTNOTE:
A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day, and Thanksgiving Day; provided employee works any of the 3 days in the 5-day work week preceeding the holiday and the first work day after the holiday.

```
CARP0623A  05/01/1998
                                      Rates           Fringes
 ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER
 AND SALEM COUNTIES
  CARPENTERS, INSULATORS, MILLWRIGHTS
   AND SOFT FLOOR LAYERS               27.14           42%+.15
 ----------------------------------------------------------------
  CARP0781A  05/01/1997
                                      Rates           Fringes
 MERCER COUNTY (Beginning from the present Post Office in
  Lawrenceville to a point Northward through the present "Radio
  Site" to the junction of Rosedale Road and Read's Mill Road to
  the junction of Pennington and Mount Rose Road to the Somerset
  County line, again starting at the present Post Office in
  Lawrenceville and Eastward to the junction of Brunswick Pike
  and Delaware and Raritan Canal Bridge taking the center of the
  Road to CLarksville then South on Providence Line Road to the
  Pennsylvania Railroad then East on Dutch Neck North to Grover's
  Mills to the Middlesex County Line)
  CARPENTERS                           27.20      .155+38%
  MILLWRIGHTS                          27.70      .155+38%
 ----------------------------------------------------------------
  CARP0999B  12/03/1994
                                      Rates           Fringes
 CAMDEN, GLOUCESTER AND SALEM COUNTIES
  TERRAZZO FINISHERS                   12.93           5.05
 ----------------------------------------------------------------
  CARP0999C  12/03/1994
                                      Rates           Fringes
 ATLANTIC AND MONMOUTH COUNTIES:
  TILE FINISHERS                        8.45           13%
 ----------------------------------------------------------------
  CARP0999D  12/03/1994
                                      Rates           Fringes
 CAMDEN, GLOUCESTER AND SALEM COUNTIES
  TILE FINISHERS                       12.72           5.05
 ----------------------------------------------------------------
  CARP0999E  12/03/1994
                                      Rates           Fringes
 CAMDEN, GLOUCESTER AND SALEM COUNTIES
  MARBLE FINISHERS                     12.95           5.05
 ----------------------------------------------------------------
  CARP1456G  07/01/1995
                                      Rates           Fringes
 DIVERS                                34.05          17.20
 DIVER TENDERS                         25.56          17.20
 ----------------------------------------------------------------
  CARP1456H  07/01/1995
                                      Rates           Fringes
 MERCER AND MONMOUTH COUNTIES
  DOCK BUILDERS & PILEDRIVERMEN        27.98          17.20
 ----------------------------------------------------------------
  CARP2018A  05/01/1999
                                      Rates           Fringes
 OCEAN COUNTY
 CARPENTERS                            27.85          42%
 MILLWRIGHTS                           28.35          42%
```

CARP2212B 05/01/1999

	Rates	Fringes
BURLINGTON, MERCER, MONMOUTH AND OCEAN COUNTIES		
SOFT FLOOR LAYERS	25.75	39.73%

CARP2250A 05/01/1998

	Rates	Fringes
MONMOUTH COUNTY		
CARPENTERS	27.14	42%+.15
MILLWRIGHTS	27.64	42%+.15

ELEC0269D 10/01/1998

	Rates	Fringes
BURLINGTON (Area North of a line following the West and South limits of Burlington Borough from the Delaware River in a Southeasterly direction to the Burlington - Mt Holly Road, South-Southeast along this Road to and including the Town of Mount Holly, East along the Pennsylvania Railroad to and including New Lisbon and continuing along the Pennsylvania Railroad to Ocean County Line), AND MERCER COUNTIES		
LINE CONSTRUCTION (EXCEPT RAILROAD WORK):		
Linemen, Cable Splicers, Truck Drivers, Equipment Operators and Technicians	30.34	5.75+29%
Groundmen and Winch Operators	24.27	5.75+29%

ELEC0269E 04/01/1999

	Rates	Fringes
BURLINGTON COUNTY (Area North of a line following the West and South limits of Burlington Borough from the Delaware River in a Southeasterly direction to the Burlington - Mount Holly Road, South-Southeast along this road to and including the Town of Mount Holly, East along the Pennsylvania Railroad to and including New Lisbon and continuiong along the Pennsylvania Railroad to the Ocean County Line) AND MERCER COUNTIES		
ELECTRICIANS & CABLE SPLICERS	31.13	5.20+28%

ELEC0351A 04/05/1999

	Rates	Fringes
ATLANTIC; BURLINGTON (Edgewater park, Delanco, Delran, Cinnaminson,Moorestown, Mount Laurel, Wilingsboro, Hainesport, Lumberton,Medford, Evesham Townships; and the portion of Shamong, Tabernacle, and Woodland Townships North of the Central Railroad of New Jersey Line; and the portion of Burlington, Westhampton, Easthampton, South Hampton and Pemberton Townships South of a line starting at the Delaware River and following the Southern boundary of Burlington Borough to the Burlington - Mount Holly Road, along this road to Mount Holly around but excluding Mount Holly to the Pennsylvania Railroad along the Pennsylvania Line through, but excluding, Pemberton, through but excluding New Lisbon to the Ocean County line and that portion south of the Central Railroad of New Jersey line running through Chatsworth); CAMDEN; CAPE MAY; CUMBERLAND; GLOUCESTER; and SALEM COUNTIES:		
ELECTRICIANS & CABLE SPLICERS	28.96	45.05%+,45

ELEC0351C 04/05/1999

	Rates	Fringes
ATLANTIC; BURLINGTON (Edgewater park, Delanco, Delran, Cinnaminson,Moorestown, Mount Laurel, Wilingsboro, Hainesport, Lumberton,Medford, Evesham Townships; and the portion of Shamong, Tabernacle, and Woodland Townships North of the Central Railroad of New Jersey Line; and the portion of Burlington, Westhampton, Easthampton, South Hampton and Pemberton Townships South of a line starting at the Delaware River and following the Southern boundary of Burlington Borough to the Burlington - Mount Holly Road, along this road to Mount Holly around but excluding Mount Holly to the Pennsylvania Railroad along the Pennsylvania Line through, but excluding, Pemberton, through but excluding New Lisbon to the Ocean County line and that portion south of the Central Railroad of New Jersey line running through Chatsworth); CAMDEN; CAPE MAY; CUMBERLAND; GLOUCESTER; and SALEM COUNTIES:		
LINEMAN,HEAVY EQUIPMENT OPERATOR,& CABLE SPLICERS	28.96	46.05%+.25
GROUNDMAN	24.62	46.05%+.25

ELEC0400A 06/01/1997

	Rates	Fringes
MONMOUTH AND OCEAN COUNTIES		
ELECTRICIANS & CABLE SPLICERS	28.96	5.90 + 18%

ELEC0400B 06/02/1997

	Rates	Fringes
MONMOUTH AND OCEAN COUNTIES		
LINE CONSTRUCTION (Excluding Railroad construction):		
Lineman, Equipment Operator, and Cable Splicer	28.96	18.75%+5.83
Groundman	27.01	18.75%+5.83

ELEC0999A 12/03/1994

	Rates	Fringes
BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MONMOUTH, OCEAN AND SALEM COUNTIES:		
LINE CONSTRUCTION (RAILROAD ONLY):		
Linemen	16.96	25%
Line Equipment Operator	16.20	25%
Groundman Winch Operator	13.07	25%
Groundman	11.06	25%
Dynamite Man	14.20	25%
Street Light Mechanic	12.97	25%
Line Equipment Mechanic	12.90	25%

ELEV0999A 12/03/1994

	Rates	Fringes
ELEVATOR MECHANICS	24.01	5.22+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day
PAID VACATION: Employer contributes 4% of basic hourly rate as vacation pay credit for 5 years or more of service, and 2% for 6 months to 5 years of service.

ENGI0825B 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
BUILDING CONSTRUCTION PROJECTS; HEAVY;		
HIGHWAY; ROAD; STREET AND SEWER PROJECTS:		
GROUP 1	30.62	14.90+A+B
GROUP 2	29.03	14.90+A+B
GROUP 3	27.12	14.90+A+B
GROUP 4	25.49	14.90+A+B
GROUP 5	23.78	14.90+A+B
GROUP 6	32.34	14.90+A+B

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Autograde - Combination Subgrader; base metal spreader and 7 base trimmer (CMI and similar types); autograde placer, trimmer, spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plants (all types); concrete paving machines; cranes (all types, including overhead and straddle traveling type); cranes; gantry; derricks (land or floating); drillmaster, quarrymaster (down the hole drill) rotary drill; self propelled hydraulic drill; self-powered drill; dragline; elevator graders; front end laoders (5 yds. and over); gradalls; grader; raygo; locomotive (large); mucking machines; pavement and concrete breaker, i.e.; superhammer and hoe ram; pile driver; length of boom including length of leads, shall determine premium rate applicable; roadway surface grinder; scooper (loader and shovel); shovels; tree chopper with boom; trench machines.

GROUP 2: "A" frame; backhoe (combination); boom attachment on loaders (rate based on size of bucket) not applicable to pipehook, boring and drilling machines; brush chopper; shredder and tree shredder; tree shearer; cableways; carryalls; concrete pump; concrete pumping system; pumpcrete and similar types; conveyors, 125 ft. and over; drill doctor including dust collector, maintenance); front end loaders (2 yds. but less than 5 yds.); graders (finisher); groove cutting machine (ride on type); header planer; hoists; (all types hoists, shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete brick shaf't caisson, snorkel roof, and/or any other similar type hoisting machines, portable or stationary, except Chicago boom type); hoists (Chicago boom type); hydraulic cranes, 10 tons and under, hydro-axle; jacks screw air hydraulic power operated unit or console type (not hand jack or pile load test type); log skidder; pans; pavers (all concrete; pumpcrete machines; squeezecrete and concrete pumping (regardless of size); scrapers; side booms; straddle carrier; ross and similar types; winch truck (hoisting).

GROUP 3: Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograder tube finisher and texturing machine (CMI and similar types); autograde curercrete machine (CMI and similar types); autograde curb trimmer and sidewalk; shoulder; slipform (CMI and similar types); bar bending machines (power); batchers; batching plant and crusher on side; belt conveyor systems; boom type skimmer machines, bridge deck finisher; bulldozers (all); car dumpers (railroad); compressor and blower type units (used independently or mounted on dual purposes trucks, on job site or in conjunction with job site in loading and unloading of concrete, cement, fly ash, instancrete, or

similar type materials); compressor (2 or 3) (battery); concrete finishing machines; concrete saws and cutters (ride on type); concrete spreaders; hetzel; rexomatic and similar types; concrete vibrators, conveyors; under 125 ft.; crushing machines; ditching machine; small (ditchwitch or similar type); dope pots (mechanical with or without pump); dumpsters elevator; fireman; fork lifts (economobile; lull and similar types of equipment); front end loaders (1 yd. and over but less than 2 yds.). generators (2 OR 3) in battery; giraffe grinders; graders and motor patrols; gunnite machines (excluding nozzle); hammer vibratory (in conjunction with generator); hoist (roof, tugger, aerial platform hoist and house cars); hoppers; hopper doors (power operated); ladders (motorized); laddervator; locomotive; dinky type; maintenance; utility man; mechanics; mixers (except paving mixers); motor patrols and graders; pavement breakers, small; self-propelled ride on type (also maintaining compressor or hydraulic unit); pavement breaker; truck mounted; pipe bending machine (power); roller; black top; scales; power; seaman pulverizing mixer; shoulder widener; silos; skimmer machines (boom type); steel cutting machine; services and maintaining tractors; tug captain; vibrating plants (used in conjunction with unloading); welder and repair mechanics, concrete cleaning/ decontamination machine operator, directional boring machine, heavy equipment robotics operator/technician, master environmental maintenance technician, ultra high pressure waterjet cutting tool system operator/maintenance technician, vacuum blasting machine operator/maintenance technician.
GROUP 4: Brooms and sweepers, chippers, compressor (single), concrete spreaders (small type), conveyor loaders (not including elevator graders), engines, large diesel (1620 H.P.) and staging pump, farm tractors; fertilizing equipment (operation and maintenance) fine grade machine (small type); form line graders (small type); front loader (under 1 yd.); generator (single); grease, gas, fuel and oil supply trucks; heaters (nelson or other type including propane, natural gas or flow-type units); lights; portable generating light plants; mixers; concrete small; mulching equipment (operation and maintenance) pumps (4 inch suction and over including sumbersible pumps); pumps (2 or less than 4" suction and over including submersible pumps); pumps (diesel engine and hydraulic) immaterial of power road finishing machines (small type); rollers; grade; fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump trucks steam jennies and boilers, stone spreader; tamping machines; vibrating ride-on; temporary heating plant (nelson or other type, including propane, natural gas or flow type untis); water and sprinkler trucks; welding machines (gas, diesel, and/or electric converters of Any type, single; two or three in a battery); welding systems, multiple (rectifier transformer type); wellpoint systems.
GROUP 5: Oiler.
GORUP 6: Helicopter Pilot.
FOOTNOTES:
A. PAID HOLIDAYS: New Year's Day; Washington'd Birthday, Memorial Day; Independence Day; Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day
B. Employee receives 20% Premium Pay for Hazardous Waste Work.

ENGI0825C 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
TANK ERECTION:		
GROUP 1	33.11	14.90+A+B
GROUP 2	32.27	14.90+A+B
GROUP 3	34.25	14.90+A+B
GROUP 4	30.18	14.90+A+B
GROUP 5	24.97	14.90+A+B

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day; Washington's Birthday Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving Day; and Christmas Day.

B. Employee receives 20% premium pay for hazardous waste work.

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers--on all Cranes, derricks, etc. with booms including jib 140 ft. or more above the ground.

GROUP 2: Operating Engineers--on all equipment, including cranes derricks, etc. with booms including jib, less than 140 ft. above the ground.

GROUP 3: Helicopters--Pilot.

GROUP 4: Air compressors, welding machines and generators (gas, diesel, or electrical driven equipment and sources of power from a permanent plant, i.e., steam, compressed air, hydraulic or other power, for the operating of any machine or automatic tools used in the erection, alteration, repair and dismantling of tanks and any and all "DUAL PURPOSE" trucks used on the construction job site.

GROUP 5: Oiler.

ENGI0825D 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
[STEEL ERECTION]:		
GROUP 1	33.39	14.90+A+B
GROUP 2	32.48	14.90+A+B
GROUP 3	30.19	14.90+A+B
GROUP 4	27.53	14.90+A+B
GROUP 5	26.00	14.90+A+B
GROUP 6	24.24	14.90+A+B
GROUP 7	34.75	14.90+A+B

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

B. Employees receive 20% premium pay for hazardous waste work.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

[STEEL ERECTION]

GROUP 1: Cranes - (all cranes, land or floating with booms including job 140 ft. and over, above ground); derricks-(all derricks, land or floating with boom including jib 140 ft. and over, above ground).

GROUP 2: Cranes - (all cranes, land or floating with booms including jib less than 140 ft. above ground); derricks (all derricks, land or floating with booms including jib, less than 140 ft. above ground).

GROUP 3: "A" frame; cherry pickers 10 tons and under; hoists;

all types hoists shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type hoisting machines, portable or stationary, except Chicago boom type; jacks-screw air hydraulic power operated unit console type (not hand jack or pile load test type) side booms.

GROUP 4: Aerial platform used hoist; compressor, 2 or 3 in battery; elevators or house cars; conveyors and tugger hoists; fireman; forklift; generators, 2 or 3 maintenance-utility man; rod bending machine (power); welding machines--(gas or electric, 2 or 3 in battery, including diesels); captain power boats; tug master power boats.

GROUP 5: Compressor, single, welding machine, single, gas, electric converters of any type, diesel; welding system multiple (rectifier transformer type); generator, single.

GROUP 6: Oiler staddle carrier.

GROUP 7: Helicopter pilot.

ENGI0825E 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
OILOSTATIC MAINLINES & TRANSPORTATION PIPELINES:		
GROUP 1	31.25	14.90+A+B
GROUP 2	29.60	14.90+A+B
GROUP 3	27.46	14.90+A+B
GROUP 4	25.96	14.90+A+B
GROUP 5	24.24	14.90+A+B
GROUP 6	33.18	14.90+A+B

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day; Washington's Birthday, Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving Day; and Christmas Day

B. Employee receives 20% premium pay for hazardous waste work.

OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINES
CLASSIFICATIONS

GROUP 1: Backhoe; cranes (all types); draglines; front-end loaders (5 yds. and over); gradalls; scooper (loader and shovel); koehring and trench machines.

GROUP 2: "A" frame; backhoe (combination hoe laoder); boring and drilling machines; ditching machine, small; ditchwitch or similar type; fork lifts; front end loaders (2 yds and over but less than 5 yds.); graders, finish (fine); hydraulic cranes, 10 tons and under (over 10 tons - crane rate applies); side booms; and winch trucks (hoisting).

GROUP 3: Backfiller; brooms and sweepers; bulldozers; compressors (2 or 3 in battery); front-end loaders (under 2 yds.); generators; giraffe grinders; graders and motor patrols; mechanic; pipe bending machine (power); tractors; water and sprinkler trucks, welder and repair mechanic.

GROUP 4: Compressor (single); dope pots (mechanical with or with out pump); dust collectors; farm tractors; pumps (4 in. suction and over); pumps (2 or less than 4 in. suction); pumps; diesel engine and hydraulic (immaterial or power); welding machines; gas or electric converters of any type, single; welding machines, gas or electric converters of any type, 2 or 3 in battery multiple welders; wellpoint systems (including installation and maintenance).

GROUP 5: Oiler, grease, gas, fuel and supply trucks and tire repair and maintenance.
GROUP 6: Helicopter-pilot.

IRON0011B 07/01/1999

	Rates	Fringes
MONMOUTH AND OCEAN COUNTIES		
IRONWORKERS:		
Structural & Ornamental	26.78	21.05
Reinforcing	25.28	21.05

IRON0068A 07/01/1999

	Rates	Fringes
BURLINGTON (Remainder), MERCER, MONMOUTH (South half), AND OCEAN (Middle third) COUNTIES		
IRONWORKERS:		
Structual, Ornamental	26.56	18.90
Reinforcing (Concrete Rods)	24.56	18.90

IRON0350A 07/01/1999

	Rates	Fringes
ATLANTIC, CAPE MAY, CUMBERLAND (Area East of a line drawn from Delaware Bay through the town of Cedarsville and upwards to the point where the county lines of Gloucester, Cumberland, and Atlantic meet), AND OCEAN (Remainder) COUNTIES		
IRONWORKERS:		
BUILDING CONSTRUCTION:		
Structural	26.45	16.85
Reinforcing	25.45	16.85
Fencing	23.80	16.85
HIGHWAY CONSTRUCTION:		
Reinforced Concrete	22.95	16.85
Structural	25.50	16.85

IRON0399A 07/01/1999

	Rates	Fringes
BURLINGTON (Southern portion up to but not including Lumberton and Chatsworth Twps.), CAMDEN, CUMBERLAND (Remainder), GLOUCESTER, AND SALEM COUNTIES		
IRONWORKERS:		
Structural, Ornamental, and Reinforcing	27.60	13.45
Hazardous work	30.60	13.45

LABO0050A 05/01/1999

	Rates	Fringes
MERCER COUNTY (Townships of Princeton, Lawrence, West Windsor, and Borough of Princeton)		
LABORERS (BUILDING CONSTRUCTION):		
CLASS A	20.25	11.42
CLASS B	19.75	11.42
CLASS C	16.79	11.42

LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

CLASS A: Jack Hammer; Tamper; Motorized Tampers and Compactors Street Cleaning Machines; Scaffold Builder; Hydro Demolition Equipment; All types of Motorized Fork Lifts; Riding Motor Buggy Operator; Bob Cat Operator; Mortar

Man; Burners; Nozzle Man on gunite Work.
CLASS B: All Laborers not listed in Class A or C.
Class C Laborers doing Janitorial type light clean up associated with the turnover of the project or part of a project to the owner; All Flagman; and those manning temporary heat of all types.
:

LABO0172A 03/01/2000

	Rates	Fringes
ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER, OCEAN AND SALEM COUNTIES		
LABORERS:		
GROUP 1	22.80	10.05+A
GROUP 2	23.10	10.05+A
GROUP 3	23.40	10.05+A
GROUP 4	23.60	10.05+A
GROUP 5	23.85	10.05+A
GROUP 6	27.40	10.05+A
GROUP 7	25.90	10.05+A

FOOTNOTE:
A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day; Labor Day, Veteran's Day, Presidential Election Day, Thanksgiving Day, and Christmas Day, provided the employee works 3 days for the same Employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers, landscape laborers, railroad track laborers, flagmen, salamander tenders, pitman, dumpman, waterproofing laborers, rakers and tampers on cold patch work, and wrapping and coating of all pipes.
GROUP 2: Powder carrier, magazine tender, and signalman.
GROUP 3: Sewer pipe, laser men, conduit and duct line layer, power tool operator, jack hammer, chipping hammer, pavement breaker, power buggy, concrete cutter, asphalt cutter, sheet hammer and tree cutter operators, sandblasting cutting, burning and such other power tools used to perform work usually done manually by laborers.
GROUP 4: Wagon drill operator, timberman and drill master.
GROUP 5: Finisher, manhole, catch basin or inlet builder, form setter, rammer, paver, gunite nozzleman and stonecutter.
GROUP 6: Blaster.
GROUP 7: Hazardous waste laborer.(Excludes asbestos work).

LABO0172B 03/01/2000

	Rates	Fringes
LABORERS; FREE AIR TUNNEL:		
GROUP 1	27.35	10.05+A
GROUP 2	23.95	10.05+A
GROUP 3	23.80	10.05+A
GROUP 4	23.30	10.05+A

FOOTNOTE:
A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day; Independence Day, Labor Day, Presidential Election Day, provided the employee works 3 days for the

same Employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABORERS; FREE AIR TUNNEL CLASSIFICATIONS

GROUP 1: Blasterers.

GROUP 2: Skilled men (including miners, drill runners, iron men, maintenance men, conveyor men, safety miners, riggers, block layers, cement finishers, rod men, caulkers, powder carriers, all other skilled men).

GROUP 3: Semi-skilled men (including chuck tenders, track men, nippers, brakemen, derail men, cable men, hose men, grout men, gravel men, form men, bell or signal men (top or bottom), form workers and movers, concrete workers, shaft men, tunnel laborers, all other semi-skilled).

GROUP 4: All others (including powder watchmen, change house attendants, top laborers).

LABO0172C 03/01/2000

	Rates	Fringes
ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER, MONMOUTH, OCEAN, SALEM, AND MIDDLESEX (Southern half) COUNTIES		
LABORERS - ASPHALT CONSTRUCTION:		
STREET:		
Head Rakers	22.05	11.70+A
Rakers & Screed Men	21.90	11.70+A
Tampers, Smothers, Kettlemen, Painters, Shovelers and Roller Boys	21.65	11.70+A
PLANT:		
Scale Mixers & Burner Men	21.90	11.70+A
Feeders and Dust Men	21.65	11.70+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day; Independence Day; Labor Day; Veteran's Day, Presidential Election Day, Thanksgiving Day, and Christmas Day provided The Employee works 3 days for same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABO0222A 05/01/1999

	Rates	Fringes
BURLINGTON (Twps. of Cinnaminson, Delance, Delran, East Hampton, Edgewater Park, Evesham, Hainesport, Lumberton, Medford, Moorestown, Mount Laurel, Pemberton, Shamong, South Hampton, Tabernacle, West Hampton, Willingsboro and Woodland); CAMDEN; CUMBERLAND; GLOUCESTER; AND SALEM COUNTIES		
LABORERS (BUILDING CONSTRUCTION):		
CLASS A	18.42	13.25
CLASS B	17.92	13.25
CLASS C	15.23	13.25

LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

CLASS A: Jack Hammer, Tamper, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro, Demolition Equipment, All types of Motorized Fork Lifts

```
      Riding Motor Buggy Operator, Bobcat Operator, Mortar
      Man, Burners, Nozzle Man on Gunite work.
CLASS B: All laborers not listed in Class A or C.
CLASS C: Laborers doing Janitorial-type light clean up work
      associated with the turnover of the project to the owner
      All Flagman, and those manning temporary heat of all
      types.
-----------------------------------------------------------------
 LABO0343A  05/01/1999
                                     Rates           Fringes
MERCER (Twps. of East Windsor, Hightown, and Washington);
MONMOUTH; AND OCEAN (Remainder) COUNTIES
 LABORERS:
  Class A                             18.70           13.00
  Class B                             18.20           13.00
  Class C                             15.47           13.00
        LABORER CLASSIFICATIONS
  Class A:Jack Hammer; Tamper; Motorized Tampers & Compactors;
Street Cleaning Machines; Scafford Builder; Hydro
Demolition Equipment; all types of Motorized Fork
Lifts; Riding Motor Buggy Operator; Bobcat Operator
Mortar Man; Burners; Nozzle Man on Gunite work.
  Class B:All laborers not listed in Class A or C.
  Class C:Laborers doing Janitorial-type light clean up work
associated with the turnover of the project to the
owner, All flagman, and those manning temporary heat
of all types.
-----------------------------------------------------------------
 LABO0369A  05/01/1999
                                     Rates           Fringes
BURLINGTON (Remainder); and MERCER (Remainder)
 LABORERS                             19.30          11.87
-----------------------------------------------------------------
 LABO0415A  05/01/1999
                                     Rates           Fringes
ATLANTIC; BURLINGTON (Twps. of Bass River and Washington); CAPE
MAY; CUMBERLAND (Twps. of Commercial, Dawne, Fairfiled, Lawrence,
Maurce, and Millville); AND OCEAN (That portion up to and
including Lacy Twp.) COUNTIES
 LABORERS (BUILDING CONSTRUCTION):
  CLASS A                             19.75          11.95
  CLASS B                             19.25          11.95
  CLASS C                             16.36          11.95
     LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)
CLASS A: Jack Hammer, Tamper, Motorized Tampers and Compactors,
      Street Cleaning Machines, Scaffold Builder, Hydro
      Demolition Equipment, all types of Motorized Fork Lifts,
      Riding Motor Buggy Operator, Bobcat Operator, Mortar
      Man, Burners, Nozzle Man on Gunite work.
CLASS B: All laborers not listed in Class A or C.
CLASS C: Laborers doing Janitorial- type light clean up work
      associated with the turnover of the project to the owner
      All flagman, and those manning temporary heat of all
      types.
-----------------------------------------------------------------
```

LABO0472A 03/01/1999

	Rates	Fringes
MONMOUTH COUNTY		
LABORERS (HEAVY AND HIGHWAY CONSTRUCTION):		
GROUP 1	22.25	9.70+A
GROUP 2	22.45	9.70+A
GROUP 3	22.75	9.70+A
GROUP 4	22.95	9.70+A
GROUP 5	23.20	9.70+A
GROUP 6	26.75	9.70+A
GROUP 7a	25.25	9.70+A
Group 7b	23.25	9.70+A

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Common laborers, landscape laborers, railroad track laborers, flagmen, salamander tenders, pitman, dumpman, waterproofing laborers, rakers and tampers on cold patch work, and wrapping and coating of all pipes, & Asphalt Laborers.

GROUP 2: Powder carrier, magazine tender, signalman, asphalt raker, and asphalt screedman

GROUP 3: Sewer pipe, laser men, conduit and duct line layer, power tool operator, jack hammer, chipping hammer, pavement breaker, power buggy, concrete cutter, asphalt cutter, sheet hammer and tree cutter operators, sandblasting cutting, burning, power tool operator, and such other power tools used to perform work usually done manually by laborers.

GROUP 4: Wagon drill operator, timberman and drill master.

GROUP 5: Finisher, manhole, catch basin or inlet builder, form setter, rammer, paver, gunite nozzleman, and stone cutter

GROUP 6: Blaster.

Group 7a: Hazardous waste laborer required to wear level A,B, or C personal protection.

GROUP 7b: Certified laborer working a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A,B, or C personal protection.

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day, Thanksgiving Day, and Christmas Day provided the employee works 3 days for the same employer within a period of 10 working days consisting of 5 working days before and 5 working days after the day upon which the holiday falls or is observed

---

LABO1030A 04/01/1998

	Rates	Fringes

LABORERS: (The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste of materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling to all enclosures, scaffolding, barricades, and the operation of all tools and equipment normally used in the removal or abatement of asbesots and toxic and hazardous waste or materials, the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; and the clean up of the work site and all

```
  other work incidental to the removal, abatement, encapsulation,
  enclosure, and decontamination of asbesots or toxic and hazardous
  waste materials; and in addition, all work tasks involved in the
  maintenance and operation of energy resource recover plants (co-
  generation plants).)
  LABORERS                              19.70          9.60
  ----------------------------------------------------------------
   PAIN0252H  06/01/1998
                                     Rates          Fringes
  ATLANTIC, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, SALEM, and
  parts of BURLINGTON and OCEAN (everything south of these cities
  in Burlington and Ocean Counties-Florence to Bustleton to
  Columbus to Jobstown to Pemberton to Ongs Hat to Chatsworth to
  Whiting to Pinewald to Ocean Gate to Seaside Heights) COUNTIES:
  GLAZIERS                              23.20          9.78
  ----------------------------------------------------------------
   * PAIN0711A  05/01/2000
                                     Rates          Fringes
  ATLANTIC, CAPE MAY, & OCEAN ( Municipilities of Eaglewood, Little
  Egg Harbor, Ocean, Stafford, & Union) COUNTIES:
  PAINTING, PAPERHANGING & ALLIED WORK  28.75           2.54+27%
  SPRAYING, SANDBLASTING, DIPPING,
  POWER TOOLS (Over 115 volts) &
0 PAPERHANGING PASTING APPARATUS
1 WORK ON TANKS, BRIDGES, TOWERS,
2 STACKS, & OPEN STRUCTURAL STEEL,
3 WORK FROM CABLES & SWINGING SCAFFOLDS,
4 EXTERIOR WORK ABOVE THREE STORIES
5                            31.25           2.54+27%
6
7 REPAINT WORK & PREPARATION THEREFORE
8 (including jobs where no major alterations
9 are taking place but excluding bridges,
0 stacks, elevated tanks & generating
1 stations)                           22.00           2.54+27%
2 ----------------------------------------------------------------
3
4  * PAIN0711B  05/01/2000
5                                    Rates          Fringes
6 MONMOUTH & OCEAN (excluding the municipilities of Eaglewood,
7 Little Egg Harbor, Ocean, Stafford, & Union) COUNTIES:
8
9 PAINTING, PAPERHANGING & ALLIED WORK  28.75           2.54+27%
0
1 SPRAYING, SANDBLASTING, DIPPING,
2 POWER TOOLS (Over 115 volts) &
3 PAPERHANGING PASTING APPARATUS
4 WORK ON TANKS, BRIDGES, TOWERS,
5 STACKS, & OPEN STRUCTURAL STEEL,
6 WORK FROM CABLES & SWINGING SCAFFOLDS,
7 EXTERIOR WORK ABOVE THREE STORIES
8                            31.25           2.54+27%
9
0 REPAINT WORK & PREPARATION THEREFORE
1 (including jobs where no major alterations
2 are taking place but excluding bridges,
3 stacks, elevated tanks & generating
```

```
stations)                              22.00            2.54+27%
----------------------------------------------------------------

 * PAIN0711C  05/01/2000
                                     Rates           Fringes
BURLINGTON, CAMDEN, GLOUCESTER, & SALEM COUNTIES:

PAINTING, PAPERHANGING & ALLIED WORK  28.75            2.54+27%

SPRAYING, SANDBLASTING, DIPPING,
POWER TOOLS (Over 115 volts) &
PAPERHANGING PASTING APPARATUS
WORK ON TANKS, BRIDGES, TOWERS,
STACKS, & OPEN STRUCTURAL STEEL,
WORK FROM CABLES & SWINGING SCAFFOLDS,
EXTERIOR WORK ABOVE THREE STORIES
                            31.25            2.54+27%

REPAINT WORK & PREPARATION THEREFORE
(including jobs where no major alterations
are taking place but excluding bridges,
stacks, elevated tanks & generating
stations)                              22.00            2.54+27%
----------------------------------------------------------------

 * PAIN0711H  05/01/2000
                                     Rates           Fringes
MERCER COUNTY

PAINTERS:

 New Construction and
  Major Alterations                    28.75       27%+2.55

 Repaint Work                          22.00       27%+2.55

Spraying or application of
 Hazardous or Dangerous
 Materials on Repaint Work             24.00       27%+2.55

Bridges, TV & Radio Towers,
 Structural Steel & Tanks above 3
 stories in height (30' or over),

 Smoke Stacks, Water Towers, Sand-
 Blasting, Steam Cleaning, Spraying,
 or application of Hazardous
 Materials                             31.25       27%+2.55

Paperhanging                           25.60       27%+2.55
----------------------------------------------------------------

 PAIN0711J  06/01/1998
                                     Rates           Fringes
DRYWALL FINISHERS & TAPERS             27.75           10.72
----------------------------------------------------------------
```

```
 * PAIN0711K  05/01/2000
                                    Rates           Fringes
MERCER & MONMOUTH COUNTIES:

GLAZIERS:                            28.75           10.30
----------------------------------------------------------------

 PLAS0699A  05/01/1998
                                    Rates           Fringes
CAMDEN, GLOUCESTER, AND SALEM COUNTIES

 CEMENT MASONS                       23.75           11.00
----------------------------------------------------------------

 PLUM0009I  03/01/1999
                                    Rates           Fringes
AIR CONDITIONING & REFRIGERATION
 MECHANICS                           22.08            7.57

SCOPE OF WORK:
Installation of air conditioning and refrigeration equipment
whose combined tonnage does not exceed 15 tons.  Installation of
water cooled air conditioning that does not exceed 10 tons
(includes piping of compenent system and erection of water
tower).  Installation of air cooled air conditioning that does
not exceed 15 tons.  Installation of air conditioning equipment
of the "Package-Unitary" rooftop type, the combined tonnage of
which does not exceed 35 tons.  Packaged Unitary Air Conditioning
and Refreigeration Institute (ARI) as follows: "A unitary air
conditioner consists of one or more cooling coil, and air moving
device, a cpmpressor and condenser combination, and may include a
heating function as well".  Any and all related piping to the
above installation will be done under the appropriate trade
jurisdiction.
----------------------------------------------------------------

 PLUM0009J  07/01/1999
                                    Rates           Fringes
BURLINGTON (from the town of Burlington City, to everything north
along County Road Route 541 East also known as High Street, until
it reaches the city of Mount Holly which is also Local 9
territory, Madison Avenue in Mount Holly to State Road Route 38

East, again everything north along State Road Route 38 East
until its cross over, State Road Route 206 and becomes County
Road Route 530, continuing on including Pemberton Boro to south
on Magnolia Road in Pemberton Township to Magnolia New Lisbon
Road (Route 545), to south on Mount Holly Misery Road to State
Road Route 70 East to the Ocean County Line), MERCER,MONMOUTH,
AND OCEAN COUNTIES:

 PLUMBERS & PIPEFITTERS             30.78           14.10
----------------------------------------------------------------

 PLUM0322A  05/01/1999
                                    Rates           Fringes
ATLANTIC; BURLINGTON (Ramainder) CAMDEN; CAPE MAY; CUMBERLAND;
```

```
GLOUCESTER; AND SALEM COUNTIES

 PLUMBERS/PIPEFITTERS                 26.46           15.10
----------------------------------------------------------------

 ROOF0004A  06/01/1996
                                    Rates           Fringes
MONMOUTH COUNTY (Remainder), AND OCEAN (Remainder) COUNTIES

 ROOFERS                              24.22          11.75
----------------------------------------------------------------

 ROOF0030D  05/01/1999
                                    Rates           Fringes
ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER,
MERCER AND SALEM COUNTIES; and the following portions of MONMOUTH
AND OCEAN COUNTIES: West of a line starting from the point on
Route 70 where Burlington and Ocean Counties meet, Easterly along
Route 70 to Route 571, along Route 571 to Cassville, Easterly on
Route 528 to Van Hiseville, Northerly on Route 527 to Manalapan,
Westerly on Route 33 to the Monmouth County Line

 ROOFERS:
  Shingle, slate and tile             19.25           6.17
  All other work                      24.15          12.15+A

 FOOTNOTE:
  A.  PAID HOLIDAY: Election Day.
----------------------------------------------------------------

 SFNJ0669B  01/01/2000
                                    Rates           Fringes
ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER (Remainder),
MONMOUTH, OCEAN, AND SALEM (Remainder) COUNTIES

 SPRINKLER FITTERS                    30.65           6.45
----------------------------------------------------------------

 * SFNJ0692C  05/01/2000
                                    Rates           Fringes
CAMDEN, GLOUCESTER, MERCER (Town of Trenton), AND SALEM (Penns

Grove, excluding Penns Grove Airport) COUNTIES

 SPRINKLER FITTERS                    32.02          10.75
----------------------------------------------------------------

 * SHEE0019M  05/01/2000
                                    Rates           Fringes
CAMDEN, GLOUCESTER, & SALEM COUNTIES:

SHEET METAL WORKER                    27.97          15.61+H

H-Election Day is a paid holiday.
----------------------------------------------------------------
```

```
 SHEE0027B  06/01/1997
                                     Rates           Fringes
ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER, MONMOUTH AND
OCEAN COUNTIES

 SHEET METAL WORKERS                  28.20             13.59
----------------------------------------------------------------

 SUNJ1002A  12/07/1993
                                     Rates           Fringes
MERCER COUNTY

 CEMENT MASONS (BUILDING
  CONSTRUCTION ONLY)                  19.60            8.83
----------------------------------------------------------------

 TEAM0331A  01/01/1998
                                     Rates           Fringes
ATLANTIC AND CAPE MAY COUNTIES

 TRUCK DRIVERS:
  GROUP 1                             20.75            8.92+A
  GROUP 2                             20.90            8.92+A
  GROUP 3                             21.10            8.92+A
  GROUP 4                             21.25            8.92+A

  FOOTNOTE:
A.  PAID HOLIDAYS: New Year's Day; Washington's Birthday;
     Memorial Day; Independence Day; Labor Day; Veteran's Day;
     Presidential Election Day; Thanksgiving Day;& Christmas
     Day;  provided the employee works 3 days in the week in
     which the holiday falls.

      TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Striaght Truck Driver,Dump Truck Driver,Water Truck
Driver,Transit Mix Driver,Pickup Truck Driver,Tank Truck Driver
Track Truck Driver,Agitator Truck Driver,Concrete Mobile Unit
Driver,Tringer Bead Truck Driver,Ross Carrier Driver,Warehouse
Forklift Driver,A Frame Truck Driver,Gin Pole Truck Driver,

Form Truck Driver,Driver for Truck having Self Loading/Unloading
Attachment,& Vacuum Truck/Trailer.
GROUP 2:Trucks Towing Driver
GROUP 3:Trailer Truck Driver,Winch Truck Driver,Off Road Dump
Truck Driver,Fuel Truck Driver,Tractor Trailer(any trailer
driver),Asphalt Oil Distributor Driver,& Off Road Water Truck
Driver.
GROUP 4:Mechanics.

GROUP 2: Drivers on Euclids, 10 Wheel Tractors and Tractor
Trailer Trucks, Low Bed, and Pole Trailers
----------------------------------------------------------------

 TEAM0469D  05/01/1997
                                     Rates           Fringes
BURLINGTON (Remainder), MERCER, MONMOUTH, AND OCEAN COUNTIES
```

TRUCK DRIVERS:

GROUP 1	24.45	10.335+A
GROUP 2	24.50	10.335+A
GROUP 3	24.60	10.335+A
GROUP 4	24.70	10.335+A

FOOTNOTE:

A. Employees working or receiving pay for 80 days within a year receive one week's paid vacation (48 hours); 125 days receive two weeks' vacation (96 hours); 145 days receive 15 days (120 hours); 15 years seniority and 145 days receive 4 weeks vacation (160 hours).

PAID HOLIDAYS: New Year's Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day, General Election Day; Thanksgiving Day; and Christmas Day provided the employee has been assigned to work or "shapes" one day of the calendar week during which the holiday falls. Employee receives $3.00 per hour premium pay for hazardous waste work.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on the following type vehicles: straight dumps, flats, floats, pick-ups, container haulers, fuel, water sprinkler, road oil, stringer, bead, hot pass, bus dumpcrete, transit mixers, agitator mixer, half truck, winch truck, side-0-matic, dynamite, power, x-ray, welding, skid, jeep, station wagon, stringer, A-frame, all dual purpose trucks, truck with mechanical tailgate, asphalt distributor, batch trucks, seeding, mulching, fertilizer, air compressor trucks (in transit), parts chaser, escort, scissor, Hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper, fuel trucks (drivers on fuel trucks, inlcuding handling of unit), skid truck (debris container - entire unit), concrete mobile trucks (entire unit), expediter (parts chaser), beltcrete trucks, pumpcrete trucks, line truck, reel truck, wreckers, utility trucks, tank trucks, warehousemen, warehouse partsmen, yardmen,

lift truck in warehouse, warehouse clerk, parts man, material checkers,receivers shippers, binning men (materials cardex man); drivers on the following type vehicle: broyhill coal tar epoxy trucks, little-ford bituminous distributor, slurry seal truck or vehicle, thiokol trackmaster pick-up (swamp cat pickup, bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description, similar type vehicles); off-site and on-site repair shop, team drivers, vacuum or vac-all trucks (entire unit)

GROUP 2: Drivers on straight 3-axle materials; truck and floats

GROUP 3: Drivers on all euclid-type vehicles; euclids, international harvesters, wabcos, caterpillar, koehring, tractors, and wagons, dumptors, straight, bottom, rear and side dumps, carryalls and scrapers (not self-loading - loading over the top), water sprinkler, trailers, water pulls and similar types of vehicles; drivers on tractors and trailer type vehicles;

flat, floats, I-beam, low beds, water sprinkler, bituminous transit mix, road oil, fuel bottom dump hopper, rear dump, office shanty, epoxy, asphalt, agitator mixer, mulching, stringer, seeding, fertilizing pole spread, bituminous distributor, water pulls (entire unit) (tractor trailer), reel trailer and similar types of vehicles

GROUP 4: Winch Trailer Drivers

TEAM0676A 05/01/1996

	Rates	Fringes
BURLINGTON (Area West of the NJ Turnpike to the Delaware River), CAMDEN, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES		
TRUCK DRIVERS:		
GROUP 1	20.20	8.1875+A+B
GROUP 2	20.25	8.1875+A+B
GROUP 3	20.40	8.1875+A+B
GROUP 4	20.60	8.1875+A+B
GROUP 5	20.75	8.1875+A+B
GROUP 6	*	8.1875+A+B

FOOTNOTES:

A. Employee who has worked or received pay for 90 days within a year prior to his anniversary date shall receive 56 hours straight time vacation pay; for 3 years but less than 8 years of service he will receive 100 hours of straight time vacation pay; 15 years or more he will receive 165 hours of straight time vacation pay.

B. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day, Thanksgiving Day, Christmas Day, and two personal holidays, Good Friday, and Christmas Eve afternoon (provided employee works that morning) on the condition that the employee works or is available for work on at least two days in the week in

which the holiday occurs.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Warehouseman

GROUP 2: Dump truck, water truck, transit mix, pickup, tank, track, agitator, concrete mobile unit, dytinger bead, tack rig, ross carrier, warehouse forklift, A-frame, gin pole form truck, truck having self-loading/unloading attachment, straight

GROUP 3: Truckstowing

GROUP 4: Trailer winch off road dump, fuel, tractor trailer, asphalt oil distributor, off road water truck

GROUP 5: Mechanics

*GROUP 6: Truck drivers, on hazardous waste removal work on a state or federally designated hazardous waste site where the truck driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin and eye protection the teamster shall receive $2.25 per hour in addition to the regular rate of pay including overtime pay.

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

==========

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

END OF GENERAL DECISION

General Decision Number NJ000006

General Decision Number NJ000006
Superseded General Decision No. NJ990006
State: New Jersey Construction Type:
DREDGING County(ies):
STATEWIDE
All Dredging except self propelled hopper dredges, on the Atlantic Coast & tributary waters emptying into the Atlantic Ocean.

Modification Number	Publication Date
0	02/11/2000
1	04/07/2000

COUNTY(ies):
STATEWIDE
ENGI0025D 10/01/1999

	Rates	Fringes
DIPPER & CLAMSHELL DREDGE:		
Operator	26.26	5.71+a+b
Engineer	23.12	5.71+a+b
Maintenance Engineer	22.07	4.11+a+b
Welder	21.72	4.11+a+b
Mate	20.57	4.11+a+b
Boat Master	21.57	4.11+a+b
Boat Captain	20.72	4.11+a+b
Fireman; Oiler	17.39	4.51+a+b
Deckhand; Tug Deckhand	16.96	4.51+a+b
Scowman	12.06	4.20+a+b
DRAG BUCKET DREDGE:		
Operator	25.09	4.81+a+b
Engineer	21.41	4.81+a+b
Maintenance Engineer	21.21	4.51+a+b
Mate	19.82	4.51+a+b
Deckhand	16.17	4.20+a+b
HYDRAULIC DREDGES:		
Leverman	25.78	5.71+a+b
Engineer; Derrick Operator	22.61	5.71+a+b
Chief Mate	22.28	5.71+a+b
Chief Welder	22.90	5.71+a+b
Maintenance Engineer	22.07	4.11+a+b
Electrician	21.92	5.71+a+b
Welder Dredge	21.71	5.71+a+b
Spider Barge Operator	21.52	4.11+a+b
Mate	20.57	4.11+a+b
Boat Master	21.73	5.71+a+b
Boat Captain	20.72	4.11+a+b
Steward	20.52	4.11+a+b
Fireman; Oiler	17.39	4.51+a+b
Deckhand	16.74	4.51+a+b
Tug Deckhand	16.96	4.51+a+b
Shoreman	16.74	4.51+a+b
Assistant Cook	16.84	4.51+a+b
Night Cook	16.84	4.51+a+b
Messman	16.36	4.51+a+b

Janitor/Porter	16.36	4.51+a+b
COMPANY LEAD DREDGEMAN:		
Lead Dredgeman	25.78	5.71+a+b
TUG BOATS over 1,000 H.P. (with master or captain having license endorsed for 200 miles off shore):		
Tug Master	23.09	5.71+a+b
Tug Captain	22.16	5.71+a+b
Tug Chief Engineer	21.47	4.11+a+b
Tug Engineer	21.03	4.11+a+b
Tug Deckhand	16.96	4.51+a+b
TUG BOATS over 1,000 H.P. (without master or captain having license endorsed for 200 miles off shore):		
Tug Master	20.71	4.51+a+b
Tug Captain	19.80	4.51+a+b
Tug Engineer	19.80	4.51+a+b
Tug Deckhand	16.36	4.20+a+b
DRILL BOATS:		
Engineer	23.24	4.81+a+b
Blaster	23.51	4.81+a+b
Driller	23.25	4.81+a+b
Welder	22.77	4.51+a+b
Machinist	22.77	4.51+a+b
Tug Master	20.26	4.51+a+b
Tug Captain	19.34	4.51+a+b
Oiler	20.25	4.20+a+b
Tug Deckhand	15.83	4.20+a+b
Core Driller	18.38	4.20+a+b
DIVERS:		
Diver	35.22	4.81+a+b
Standby Diver	24.51	4.81+a+b
Tender	27.09	4.81+a+b
Standby Tender	20.66	4.51+a+b
DREDGING PIPELINE CABLE-LAYING:		
Leverman	24.30	4.81+a+b
Control Tower Operator	22.44	4.81+a+b
Rigger	17.18	4.20+a+b
Line up Operator, End Prep.	16.62	4.20+a+b
Diver	35.99	4.81+a+b
Diver Tender	22.33	4.81+a+b
ENGINEER:		
1st	22.44	4.81+a+b
2nd, 3rd & 4th	22.12	4.81+a+b
Electrician	21.80	4.81+a+b
Elec. Hydro Tech.	18.41	4.51+a+b
Tug Master	21.79	4.81+a+b
Tug Captain	20.67	4.51+a+b

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ALL ABOVE CRAFTS:

a. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and Good Friday.

b. VACATION: Eight percent (8%) of the straight time rate multiplied by the total hours worked.

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

==========

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

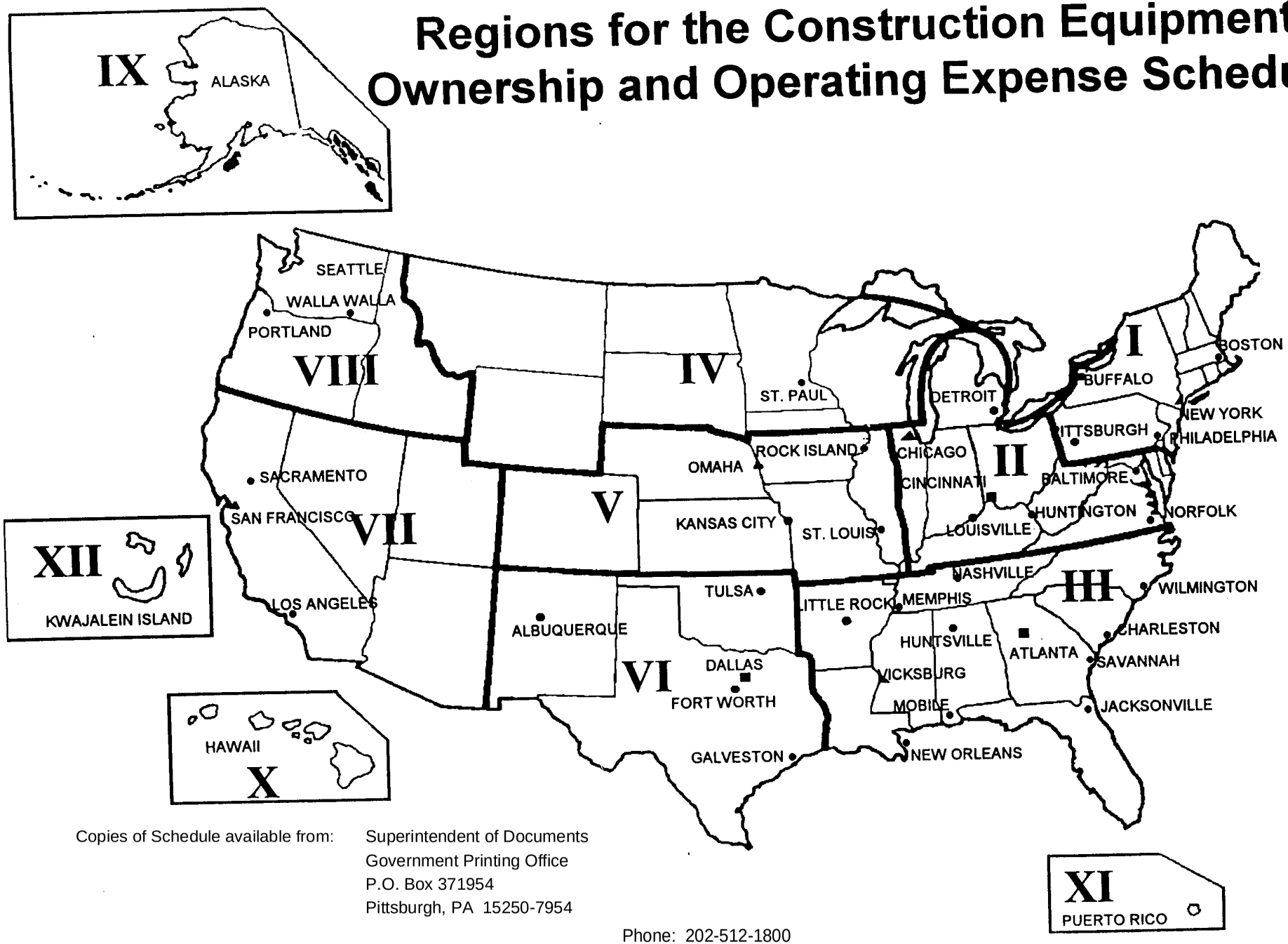
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

Regions for the Construction Equipment Ownership and Operating Expense Schedule



Copies of Schedule available from: Superintendent of Documents
Government Printing Office
P.O. Box 371954
Pittsburgh, PA 15250-7954

Phone: 202-512-1800

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Below are two samples of the construction project identification sign showing how this panel is adaptable for use to identify either military (top) or civil works projects (bottom). The graphic format for this 4'x 6' sign panel follows the legend guidelines and layout as specified below. The large 4'x 4' section of the panel on the right is to be white with black legend. The 2'x 4' section of the sign on the left with the full Corps Signature (reverse version) is to be screen printed Communications Red on the white background The designation of a sponsor in the area indicated is optional with Military or Civil Works construction signs. Signs may list one sponsoring entity. If agreement on a sponsor designation cannot be achieved, the area should be left blank.

This sign is to be placed with the Safety Performance sign shown on the following page. Mounting and fabrication details are provided on page 16.4.

Special applications or situations not covered in these guidelines should be referred to the District/Division Sign Program Manager.

Legend Group 1: One- to two-line description of Corps relationship to project.
Color: White
Typeface: 1.25″ Helvetica Regular
Maximum line length: 19″

Legend Group 2: Division or District Name (optional). Placed below 10.5″ reverse Signature (6″ Castle).
Color: White
Typeface: 1.25″ Helvetica Regular

Legend Group 2a: One- to three-line identification of Military or Civil Works sponsor (optional). Place below Corps Signature to cross-align with Group 5a-b.
Color: White
Typeface: 1.25" Helvetica Regular
Maximum line length: 19"

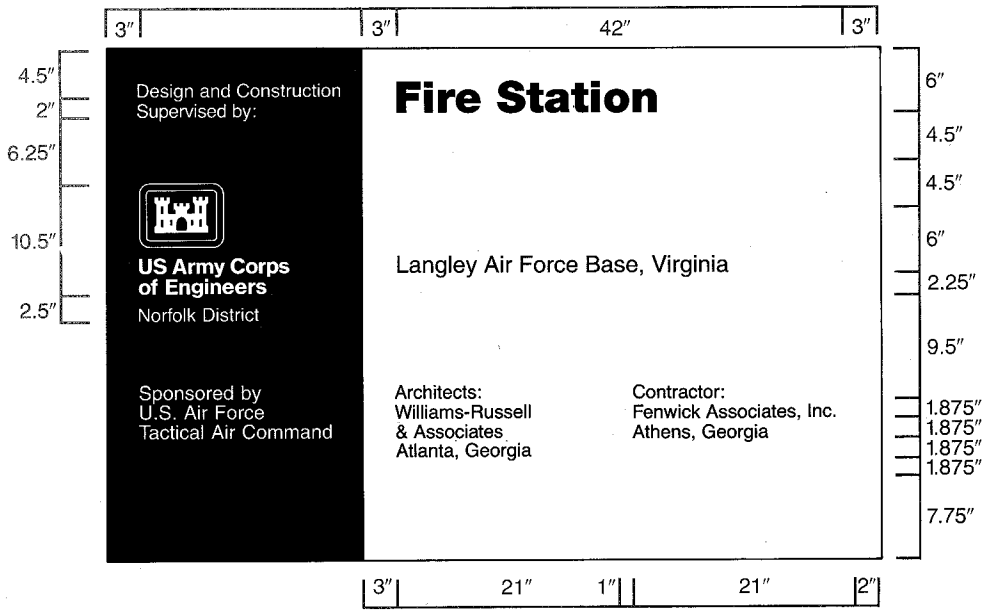
Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3″ Helvetica Bold
Maximum line length: 42″

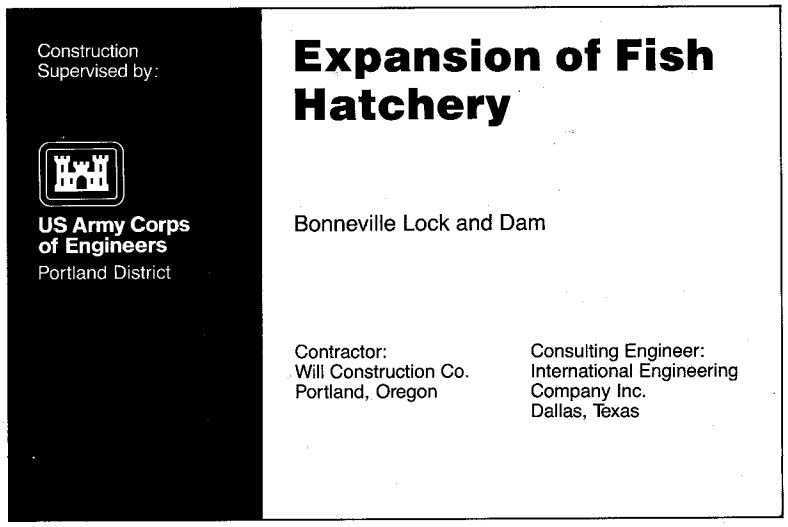
Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5″ Helvetica Regular
Maximum line length: 42″

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25″ Helvetica Regular
Maximum line length: 21″

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.





Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4′x 6′	4″x 4″	HDO-3	48″	WH-RD/BK

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign specified on page 16.2.

The graphic format, color, size and type-faces used on the sign are to be reproduced exactly as specified below.

The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Special applications or situations not covered in these guidelines should be referred to the District/Division Sign Program Manager.

Legend Group 1: Standard two-line title "Safety is a Job Requirement" with (8" od.) Safety Green First Aid logo.
Color: To match PMS 347
Typeface: 3" Helvetica Bold
Color: Black

Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

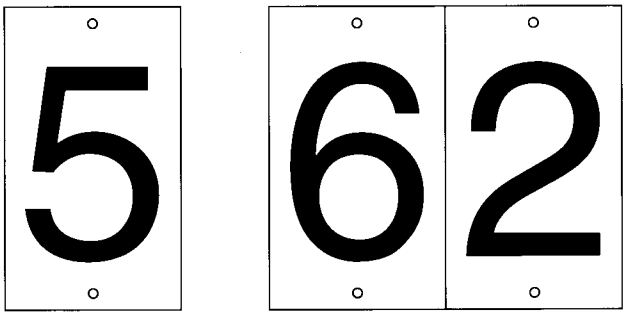
Legend Group 3: One- to two-line identification: name of prime contractor and city, state address.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to background.
Color: Black
Typeface: 3" Helvetica Regular
Plate size: 2.5" x 4.5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter and word spacing to follow Corps standards as specified in Appendix D.

Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4'x 4'	4"x 4"	HDO-3	48"	WH/BK-SG



All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the Contracting Officer Representative and shall conform to the size, format, and typographic standards shown on pages 16.2-3. Detailed specifications for HDO plywood panel preparation are provided in Appendix B.

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.

For additional information on the proper method to prepare sign panel graphics, contact the District/Division Sign Program Manager.

The sign panels are to be fabricated from .75″ High Density Overlay Plywood. Panel preparation to follow HDO specifications provided in Appendix B.

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on pages 16.2-3.

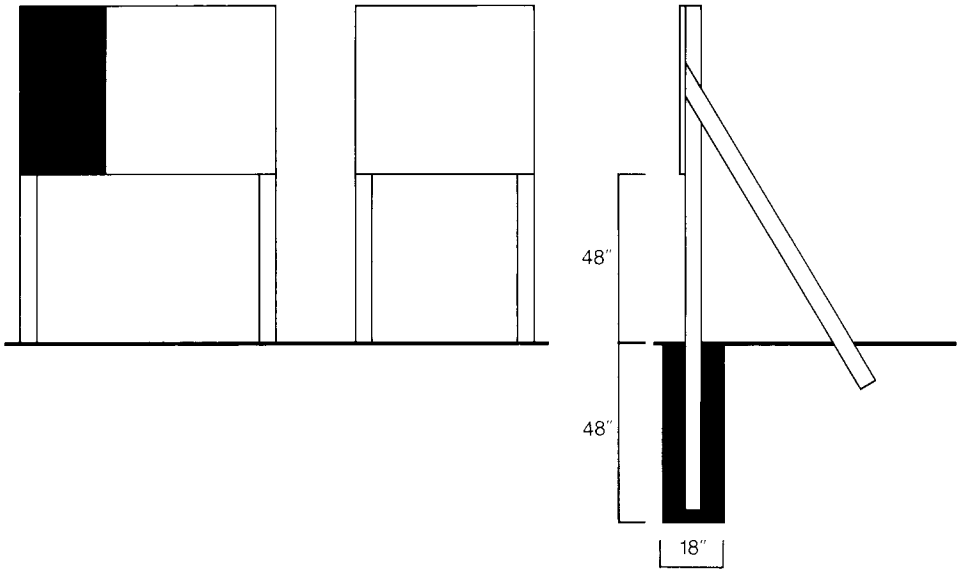
The 2′ x 4′ Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the district or division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875″ to 10.5″).

Drill and insert six (6) .375″ T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

Apply graphic panel to prepared HDO plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4″ x 4″ treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12′ long. Drill six (6) .375″ mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5″) back of hole to accept socket head cap screw (4″ x .375″).

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4′ hole. Local soil conditions and/or wind loading may require bolting additional 2″ x 4″ struts on inside face of uprights to reinforce installation as shown.



Construction Project Sign
Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 2a: Military/Civil Works Sponsor

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5a: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Legend Group 5b: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

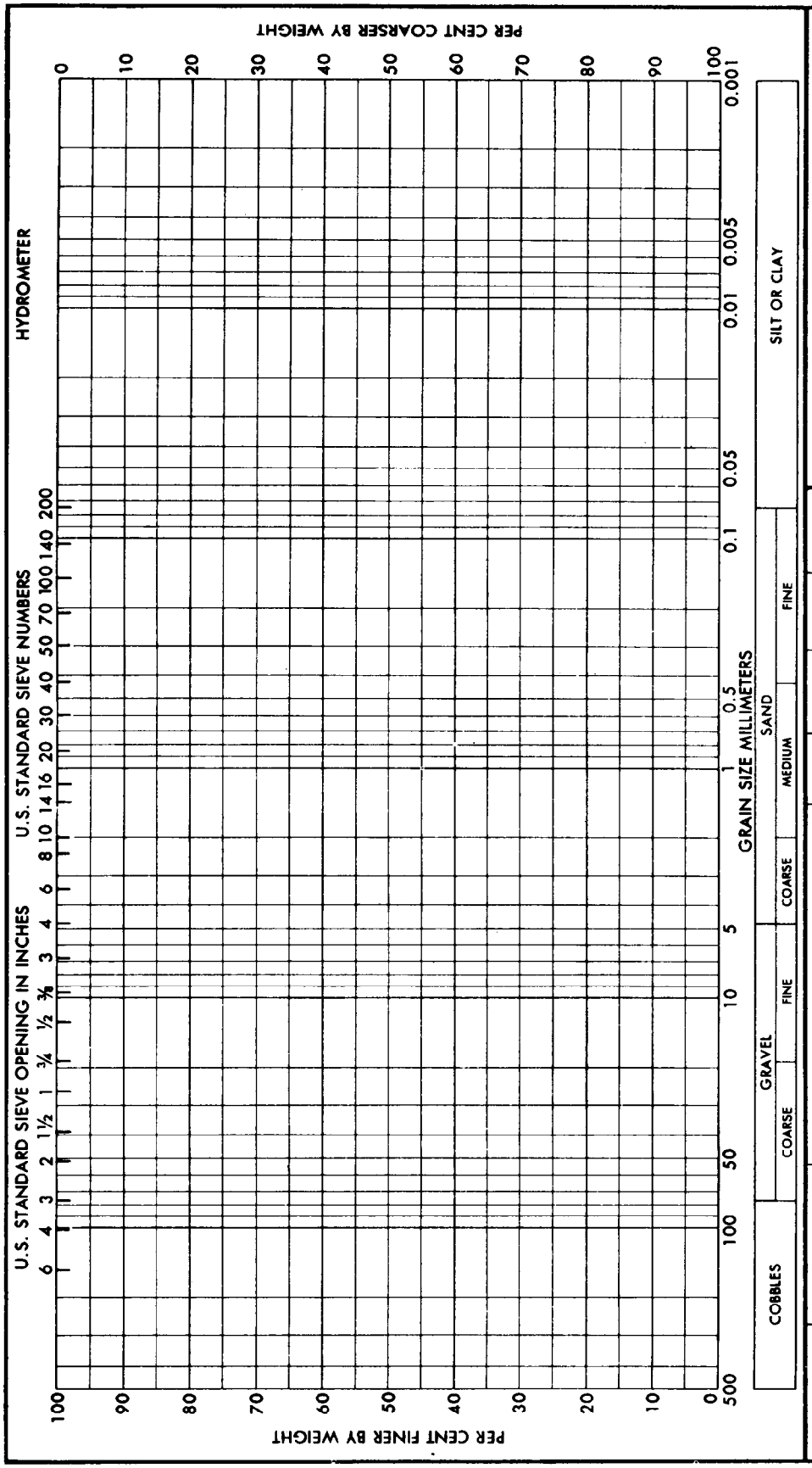
Safety Performance Sign
Legend Group 1: Project Title

1. _____
2. _____

Legend Group 2: Contractor/A&E

1. _____
2. _____

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK



SAMPLE NO.	ELEV OR DEPTH	CLASSIFICATION	NAT W%	LL	PL	PI

PROJECT

AREA

BORING NO.

DATE

GRADATION CURVES

ENG FORM 2087
1 MAY 63

REPLACES WES FORM NO. 1241, SEP 1962, WHICH IS OBSOLETE.

U. S. GOVERNMENT PRINTING OFFICE : 1963 OF—709-126

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

SECTION 00870

BASELINE CONTROL

PART 1 GENERAL

1.1 BASELINE CONTROL

HORIZONTAL DATUM : NAD83 (US SURVEY FEET)
VERTICAL DATUM: NAVD88 (FEET)

Pnt.	Station	Northing	Easting	Elev.	Azimuth	Distance	Description
165	-11+86.86	168337.10	476733.08	13.06	151-02-27	491.15	1-1/2" PIPE
10	-6+95.71	167907.36	476970.89	13.99	132-53-49	695.71	1-1/2" PIPE
125	0+00.00	167433.80	477480.55	7.11	193-32-48	835.61	1-1/2" PIPE
25	8+35.61	166621.40	477284.82	12.72	188-51-25	765.17	1-1/2" PIPE
40	16+00.78	165865.39	477167.01	13.18	194-01-46	728.38	1-1/2" PIPE
55	23+29.16	165158.74	476990.43	4.72	218-12-29	1557.71	X-CUT
80	38+86.87	163934.74	476026.96	15.05	220-54-40	1682.19	1-1/2" PIPE
100	55+69.06	162663.47	474925.31	9.74	227-28-05	1154.27	1-1/2" PIPE
5	67+23.33	161883.18	474074.73	13.56	244-18-49	554.65	HUB & TACK
120	72+77.98	161642.77	473574.89	13.53	242-30-07	1024.57	PK NAIL
135	83+02.55	161169.71	472666.07	13.21	245-43-34	1480.22	PK NAIL
155	97+82.76	160561.19	471316.71	13.43	246-20-17	1206.14	PK NAIL
170	109+88.90	160077.12	470211.98	13.34	239-00-16	1148.15	PK NAIL
180	121+37.06	159485.85	469227.77	12.87	233-57-47	1670.40	PK NAIL
200	138+07.46	158503.15	467877.02	13.18	229-41-26	2258.01	PK NAIL
225	160+65.47	157042.41	466155.15	13.80	224-29-12	2752.64	PK NAIL
260	188+18.10	155078.64	464226.26	10.10	222-44-36	2819.39	1-1/2" PIPE
290	216+37.49	153008.07	462312.70	10.99	221-26-17	2780.67	1-1/2" PIPE
325	244+18.16	150923.49	460472.43	7.44	218-07-12	1674.25	1-1/2" PIPE
335	260+92.40	149606.32	459438.90	6.59	220-24-16	584.54	1-1/2" PIPE
340	266+72.94	149164.25	459062.61	8.21	216-49-44	2802.13	HUB & TACK
350	294+75.07	146921.34	457382.93	8.55	214-35-34	5045.03	1-1/2" PIPE
360	345+20.10	142768.24	454518.66	7.24	215-27-02	3311.96	HUB & TACK
370	378+32.07	140070.26	452597.72	8.28			1-1/2" PIPE

1.2 SURVEY CONTROL PROFILE ZERO POINTS

HORIZONTAL DATUM : NAD83 (US SURVEY FEET)
VERTICAL DATUM: NAVD88 (FEET)

Pnt.	Northing	Easting	Elev.	Description
165	168337.10	476733.08	13.06	-11+86.86(PI) - 1-1/2" PIPE
10	167907.35	476970.88	13.99	-6+95.71(PI) - 1-1/2" PIPE
15	167173.06	477417.71	9.60	2+68.21 -1-1/2" PIPE
20	167111.12	477402.83	10.42	3+31.91 - 1-1/2" PIPE
30	166360.47	477244.14	11.98	10+99.73 -1-1/2" PIPE
35	166112.38	477205.40	9.95	13+50.83 - HUB & TACK
45	165671.14	477118.46	12.53	18+01.01 - 1-1/2" PIPE
50	165380.33	477045.83	8.39	21+00.75 - HUB & TACK
60	164945.37	476822.67	9.60	26+00.58 - 1-1/2" PIPE
65	164709.64	476636.94	9.03	29+00.68 - HUB & TACK
70	164316.23	476327.76	10.78	34+00.58 - 1-1/2" - PIPE
75	163993.38	476073.05	10.56	38+12.28 - HUB & TACK
85	163735.48	475854.27	11.85	41+50.54 - 1-1/2" PIPE
90	163073.57	475280.64	9.97	50+26.43 - HUB & TACK
95	162866.34	475101.08	9.28	53+00.63 - HUB & TACK
105	162459.63	474703.61	12.10	58+70.22 - 1-1/2" PIPE
110	162101.34	474312.59	11.40	64+00.56 - HUB & TACK
120	161642.77	473574.89	13.53	72+77.98 (PI) - PK NAIL
130	161539.80	473378.04	13.06	75+00.13 - PK NAIL
135	161169.71	472666.07	13.21	83+02.55(PI) - PK NAIL
140	160965.24	472212.91	13.40	87+99.59 - PK NAIL
145	160759.66	471756.92	13.51	92+99.88 - PK NAIL
150	160565.70	471326.78	13.37	97+71.73 - PK NAIL
160	160353.64	470842.96	13.63	102+99.99 - PK NAIL
170	160077.12	470211.98	13.34	109+88.90 (PI) - PK NAIL
175	159659.78	469517.40	12.54	117+99.22 - 1-1/2" PIPE
180	159485.85	469227.77	12.87	121+37.06(PI) - PK NAIL
185	159096.06	468692.02	12.85	127+99.61 - PK NAIL
190	158802.04	468287.67	13.01	132+98.55 - PK NAIL
195	158507.98	467883.43	13.13	137+99.43 - PK NAIL
205	158159.62	467473.61	13.29	143+37.31 - PK NAIL
210	157861.46	467120.66	12.99	147+99.34 - PK NAIL
215	157637.97	466739.36	13.32	152+99.38 - PK NAIL
220	157214.48	466358.07	13.62	157+99.41 - PK NAIL
230	156667.66	465787.21	12.21	165+90.65 - 1-1/2' PIPE
235	156518.93	465641.00	11.23	165+99.21 - HUB & TACK
240	156162.32	465290.56	10.09	172+99.18 - HUB & TACK
245	155805.96	464940.64	9.00	177+98.92 - HUB & TACK
250	155448.94	464589.88	9.65	182+99.12 - HUB & TACK
255	155092.13	464239.62	9.26	187+99.12 - HUB & TACK
265	154689.05	463866.51	11.16	193+48.38 -1-1/2" PIPE
270	154358.65	463560.87	9.36	197+98.47 - HUB & TACK
275	153991.54	463221.51	11.29	202+98.41 - HUB & TACK
280	153624.39	462882.32	10.76	207+98.26 - 1-1/2" PIPE
285	153257.10	462542.87	9.33	212+98.38 - HUB & TACK
295	152887.12	462205.91	8.82	217+98.34 - HUB & TACK
300	152512.30	461875.07	8.99	222+98.78 - HUB & TACK
305	152137.55	461544.12	9.15	277+98.75 - HUM & TACK
310	151762.69	461213.23	9.44	232+98.76 - HUB & TACK

315	151387.83	460882.31	8.91	237+98.78 - HUB & TACK
320	150986.83	460528.13	9.15	243+33.81 - 1-1/2" PIPE
330	150073.57	459805.47	7.43	254+98.52 - HUB & TACK
340	149164.25	459062.61	8.21	266+72.94(PI) - HUB & TACK
345	148264.49	458388.72	8.06	277+97.08 - HUB & TACK
350	146921.34	457382.93	8.55	294+75.07(PI) - 1-1/2" PIPE
355	144614.72	455792.30	6.94	322+76.97 - HUB & TACK
360	142768.24	454518.66	7.24	237+98.78 - HUB & TACK L HOLE
365	141857.11	453869.53	8.75	356+38.82 - X-CUT
370	140070.26	452597.72	8.28	378+32.07(PI) - 1-1/2" PIPE

PART 2 PRODUCTS
PART 3 EXECUTION

COUNTRY	TYPE OF MARK	STATION	
USA	***1 1/2" PIPE W/CAP***	***BASELINE STATION - 11 + 86.86***	
LOCALITY	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)**
OCEAN CITY, N.J.			***13.06*** (M)
LATITUDE	LONGITUDE	DATUM	DATUM
39° 17' 43.95396" N	***74° 33' 15.80355" W***	***NAD 83***	***NAVD 88***
(NORTHING) (EASTING) **(FT)**	**(EASTING)** (NORTHING) **(FT)**	GRID AND ZONE	ESTABLISHED BY (AGENCY)
168,337.10 (M)	***476,733.08*** (M)	***N. J. STATE 2900***	***COE (AC)/TVGA***
(NORTHING) (EASTING) (FT)	**(EASTING)** (NORTHING) (FT)	GRID AND ZONE	DATE / ORDER
552,285.969 **(M)**	***1,564,081.780*** **(M)**	***N.J. STATE 2900***	***Jan-96*** / ***N/A***

TO OBTAIN	GRID AZIMUTH, ADD	° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB)	° ' "	TO THE GEODETIC AZIMUTH

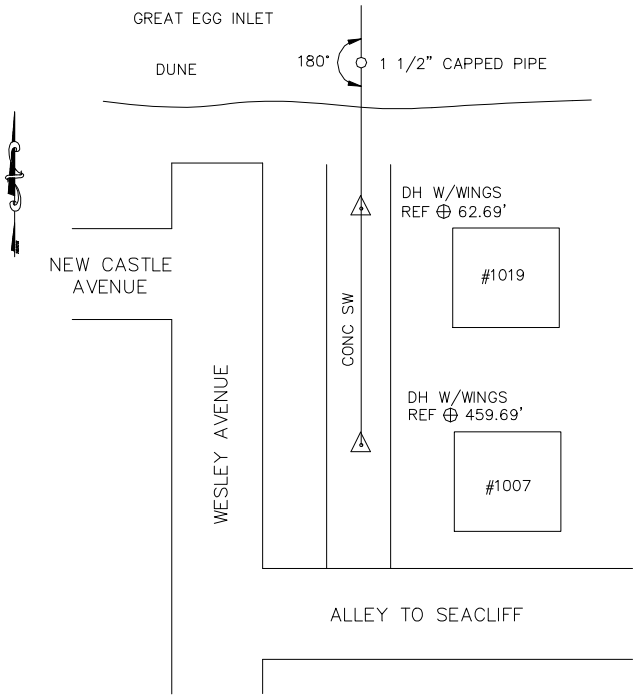
OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

X-SECTION LINE IS THE BACKSIGHT LINE PROTRUDED 180°

ELEVATION ON X-SECTION TAKEN @ 25' INT.

ELEVATION CONVERSION NOTE:
NAVD88 + 1.2467 = NGVD29

NOTE:
REF. (DRILL HOLES) CENTERLINE STATION (CAPPED PIPE)
ARE IN LINE AT SPECIFIED OFFSETS.



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

BL STA -6+95.71

COUNTRY	TYPE OF MARK	STATION	
U.S.A.	1½" CAPPED PIPE	BASELINE STATION -6+95.71	
LOCALITY: OCEAN CITY, N.J.	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION: 13.99 (F)
LATITUDE	LONGITUDE	DATUM	DATUM: NAVD88
(NORTHING)(EASTING) (FT) (M)	(EASTING)(NORTHING) (FT) (M)	GRID AND ZONE	ESTABLISHED BY (AGENC: COE. (A.C.)/TVGA
(NORTHING): 167,907.36 (FT) (M)	(EASTING): 476,970.89 (FT) (M)	GRID AND ZONE: N.J. STATE NAD83	DATE: JAN. 96 / ORDER: N/A

TO OBTAIN GRID AZIMUTH, ADD TO THE GEODETIC AZ'

TO OBTAIN GRID AZ. (ADD)(SUB.) TO THE GEODETIC AZIMUTH

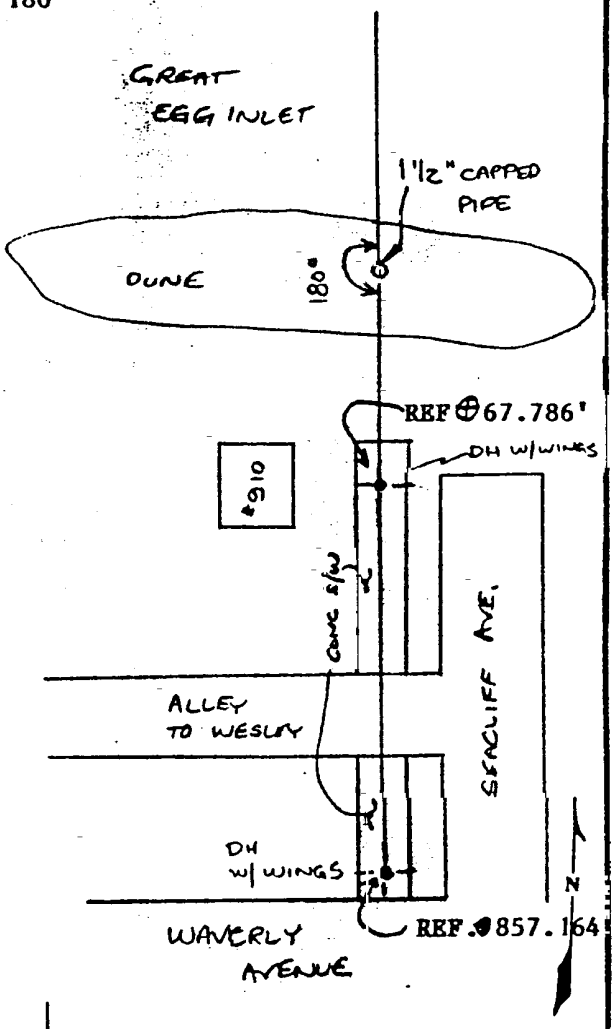
OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

8-12-97

X-SECTION LINE IS THE BACKSIGHT LINE PROTRUDED 180°

ELEVATION ON X-SECTION IS TAKEN @25' INT.

ELEVATION CONVERSION NOTE:
NAVD88 +1.2467=NGVD29



SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

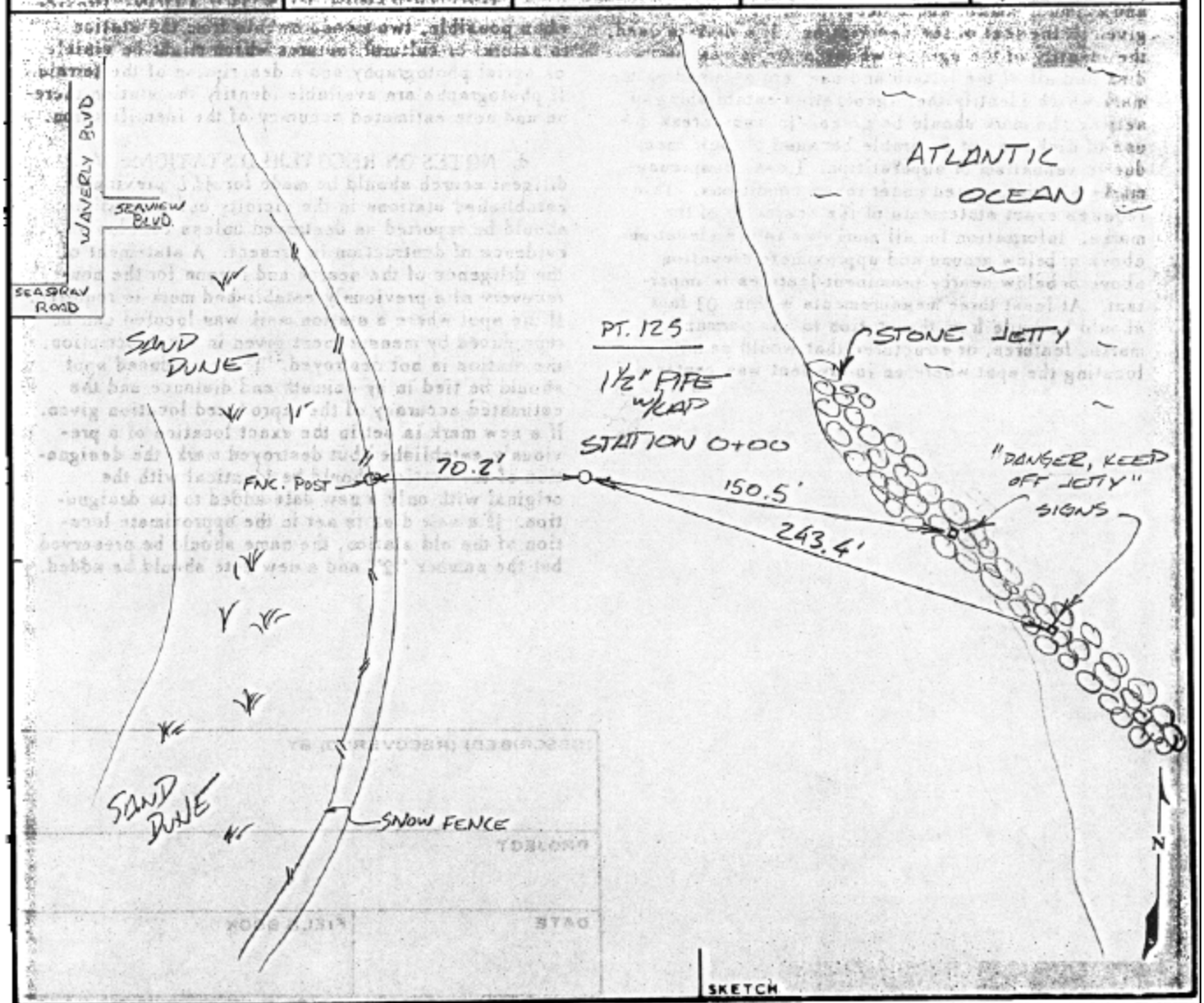
12Jan96

COUNTRY	TYPE OF MARK	STATION	
U.S.A.	1½" PIPE w/CAP	0+00 (RECORD & MEASURED)	
LOCALITY: OCEAN CITY, NJ	STAMPING ON MARK: NONE	AGENCY (CAST IN MARKS): NONE	ELEVATION (FT) (M): 7.11
LATITUDE	LONGITUDE	DATUM: NAD83	DATUM: NAVD88
(NORTHING) ~~(EASTING)~~ (FT) (M): 167433.80	(EASTING) ~~(NORTHING)~~ (FT) (M): 477480.55	GRID AND ZONE: NJ 2900	ESTABLISHED BY (AGENCY): TVGA
(NORTHING)(EASTING) (FT) (M)	(EASTING)(NORTHING) (FT) (M)	GRID AND ZONE	DATE: 9/95 ORDER: GPS/RTK

TO OBTAIN GRID AZIMUTH, ADD ° ′ ″ TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD)(SUB.) ° ′ ″ TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ′ ″	° ′ ″		



DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

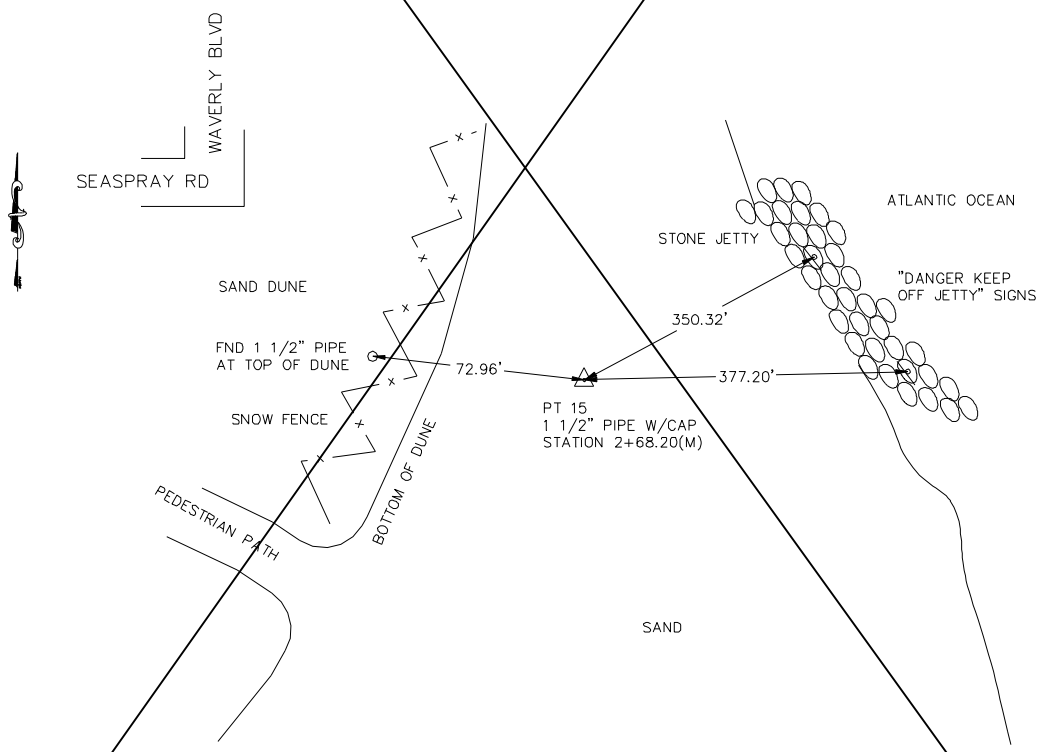
DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

COUNTRY	TYPE OF MARK	STATION		
USA	***1 1/2" PIPE W/CAP***	***2 + 68.21(MEASURED) 2 + 68.67(RECORD)***		
LOCALITY	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)**	
OCEAN CITY, N.J.			***9.60*** (M)	
LATITUDE	LONGITUDE	DATUM	DATUM	
39° 17' 32.45195" N	***74° 33' 07.08573" W***	***NAD 83***	***NAVD 88***	
(NORTHING) (EASTING) **(FT)**	**(EASTING)** (NORTHING) **(FT)**	GRID AND ZONE	ESTABLISHED BY (AGENCY)	
167,173.06 (M)	***477,417.71*** (M)	***N. J. STATE 2900***	***TVGA***	
(NORTHING) (EASTING) (FT)	**(EASTING)** (NORTHING) (FT)	GRID AND ZONE	DATE	ORDER
548,466.948 **(M)**	***1,566,327.937*** **(M)**	***N.J. STATE 2900***	***Sep-95***	***GPS RTK***

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD) (SUB) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		



TVGA NOTES:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION

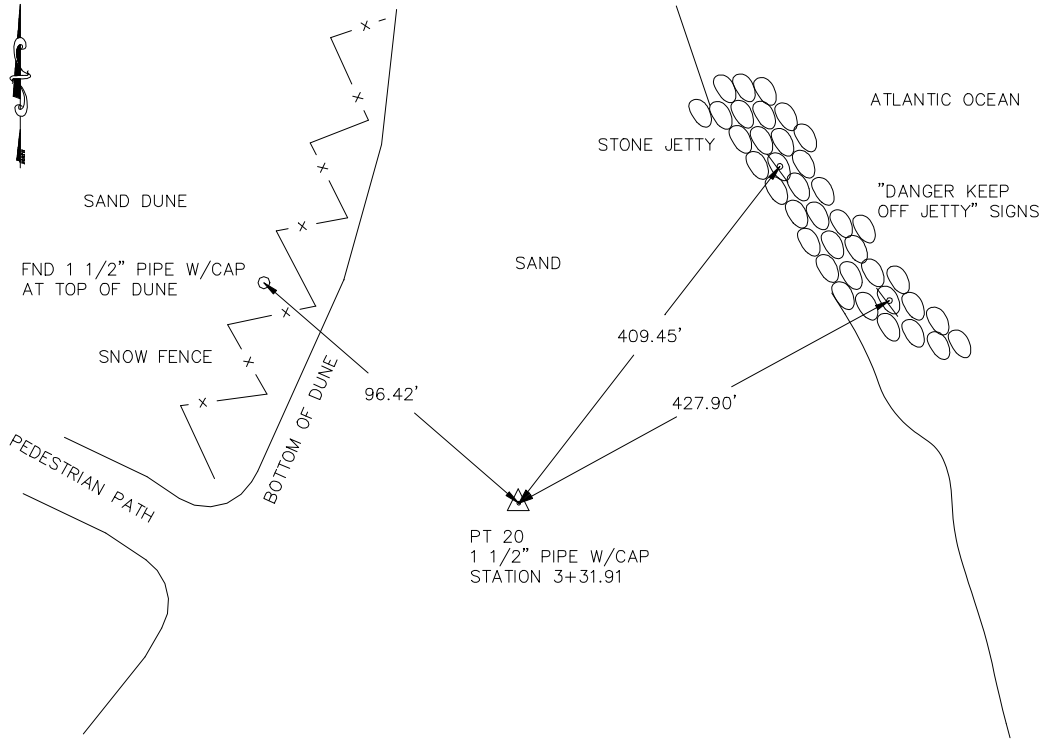
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***1 1/2" PIPE W/CAP***	***3 + 31.91(MEASURED) 3 + 30.90(RECORD)***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***10.42*** (M)
LATITUDE ***39° 17' 31.83962" N***	LONGITUDE ***74° 33' 07.27456" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***167,111.12*** (M)	**(EASTING)** (NORTHING) **(FT)** ***477,402.83*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***TVGA***
(NORTHING) (EASTING) (FT) ***548,263.733*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,566,279.118*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Sep-95*** / ORDER ***GPS RTK***

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD) (SUB) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION

For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

8+35.61

Trav "A" ~~8+34.68~~

COUNTRY	TYPE OF MARK	STATION	
U.S.A.	X-CUT ON JETTY ROCK	TRAV "A" B.L. STA. 8+34.68	
LOCALITY	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION (FT) (M)
OCEAN CITY, N.J.			12.72'
LATITUDE	LONGITUDE	DATUM	DATUM
~~39° 17' 26".97546~~	~~-074° 33' 08".70265~~	NAD83	
(NORTHING) (FT)	(EASTING) (FT)	GRID AND ZONE (2900)	ESTABLISHED BY (AGENCY)
~~160,602.13~~	~~2,032,223.68~~	N.J. STATE NAD27	
(NORTHING) (FT)	(EASTING) (FT)	GRID AND ZONE (2900)	DATE / ORDER
166619.09	~~477,290.28~~	N.J. STATE NAD83	

TO OBTAIN GRID AZIMUTH, ADD TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD)(SUB.) TO THE GEODETIC AZIMUTH

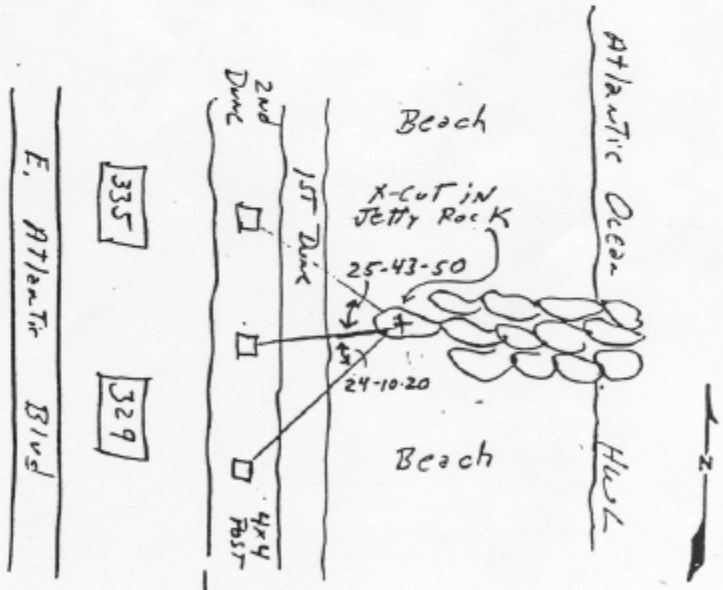
OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

ELEV. CONVERSION NOTE:
NAVD88 +1.2467= NGVD29

REF 1... NORTH 4X4 POST SET IN TOP OF MAIN DUNE 74.43'(HZ) FROM STATION
REF 2... MIDDLE 4X4 POST SET IN TOP OF MAIN DUNE 66.53'(HZ) FROM STATION
REF 3... SOUTH 4X4 POST SET IN TOP OF MAIN DUNE 64.20'(HZ)FROM STATION

THE STATION IS ON THE JETTTY EXTENDING INTO THE OCEAN ON THE BEACH BEHIND HOUSE #335 E. ATLANTIC BLVD.

166,621.44 N
477 234.32 E



SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

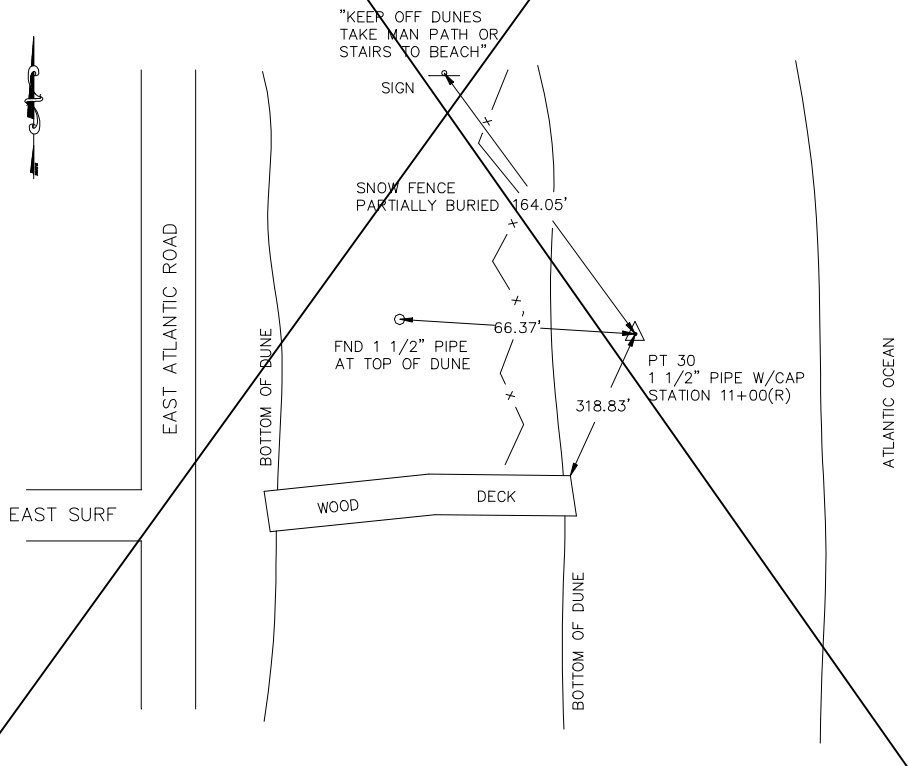
DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***1 1/2" PIPE W/CAP***	***10 + 99.73(MEASURED) 11 + 00(RECORD)***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***11.98*** (M)
LATITUDE ***39° 17' 24.41888" N***	LONGITUDE ***74° 33' 09.28764" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***166,360.47*** (M)	**(EASTING)** (NORTHING) **(FT)** ***477,244.14*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***TVGA***
(NORTHING) (EASTING) (FT) ***545,800.975*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,565,758.483*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Sep-95*** / ORDER ***GPS RTK***

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD) (SUB) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		



TVGA NOTES:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

2. TVGA MEASURED AN ELEVATION OF X.XX' (NAVD88) DURING THE SPRING 1999 SURVEY, THIS STATION WAS-WAS NOT USED FOR DATA COLLECTION.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION

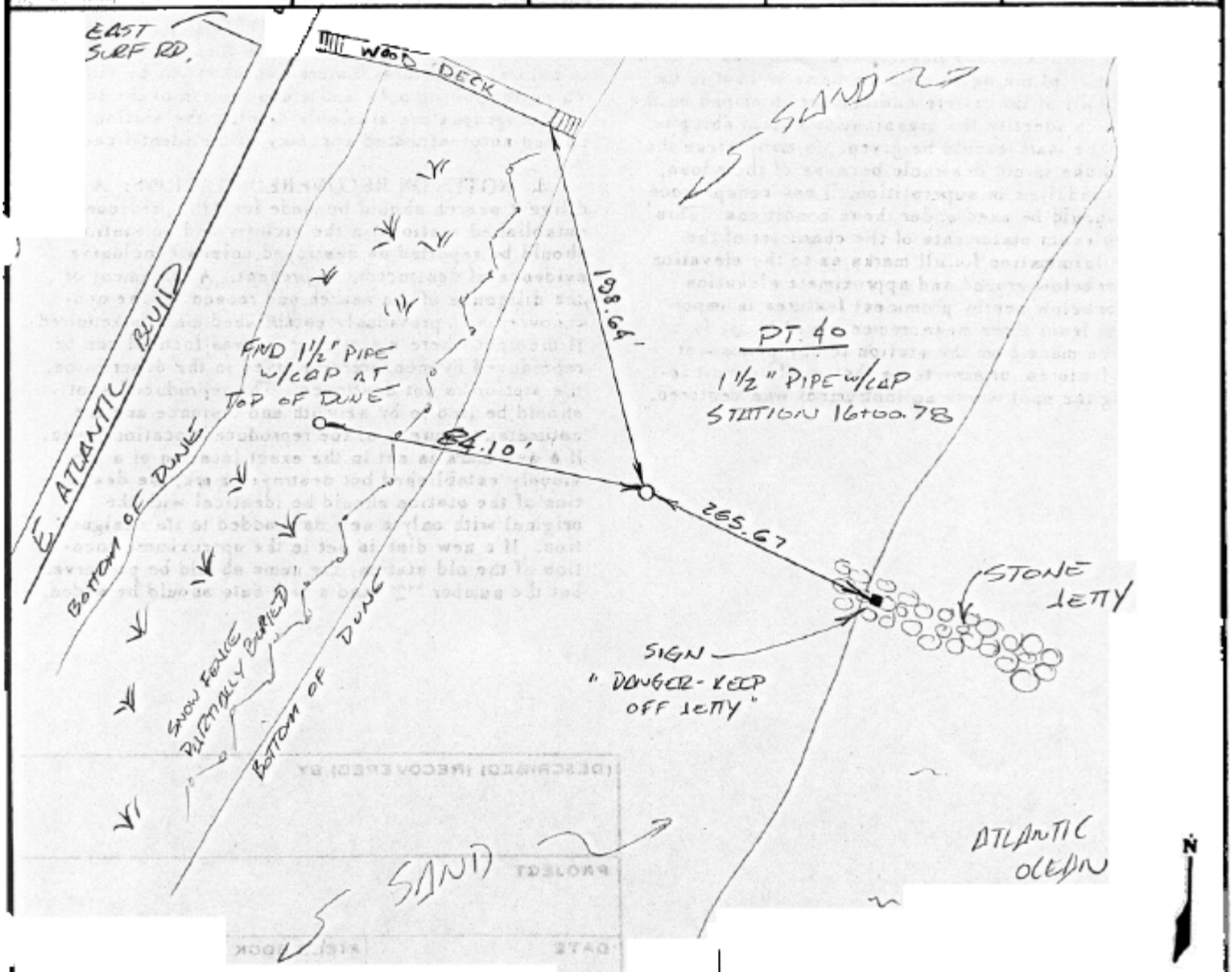
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	1½" PIPE w/CAP	16+00.78 (MEASURED)	THAV. P.I.
LOCALITY	**STAMPING ON MARK**	**AGENCY (CAST IN MARKS)**	**ELEVATION (FT)**
OCEAN CITY, NJ	NONE	NONE	13.18
LATITUDE	**LONGITUDE**	**DATUM**	**DATUM**
		NAD 83	NAVD 88
(NORTHING)(~~EASTING~~) (FT)	**(EASTING)(~~NORTHING~~) (FT)**	**GRID AND ZONE**	**ESTABLISHED BY (AGENCY)**
165865.39	477167.01	NJ 2900	TVGA
(NORTHING)(EASTING) (FT) (M)	**(EASTING)(NORTHING) (FT) (M)**	**GRID AND ZONE**	**DATE** 9/95 **ORDER** GPS/ATH

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD)(SUB.) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		



SKETCH

DA FORM 1 OCT 64 **1959** REPLACES DA FORMS 1958 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

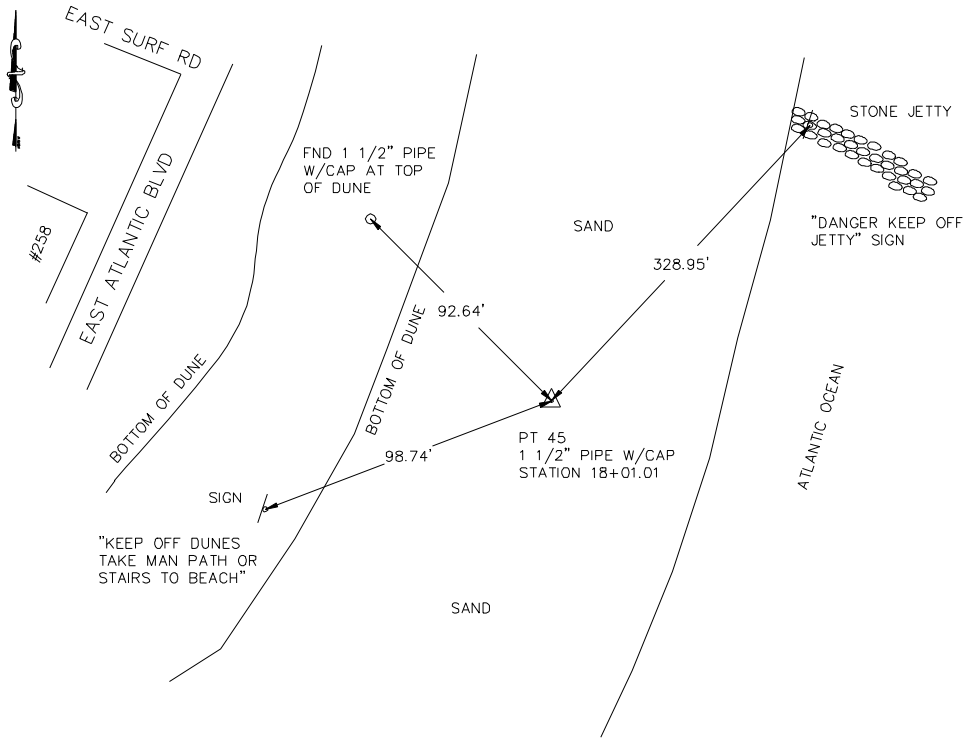
DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***1 1/2" PIPE W/CAP***	***18 + 01.01(MEASURED) 18 + 00(RECORD)***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***12.53*** (M)
LATITUDE ***39° 17' 17.60445" N***	LONGITUDE ***74° 33' 10.88118" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***165,671.14*** (M)	**(EASTING)** (NORTHING) **(FT)** ***477,118.46*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***TVGA***
(NORTHING) (EASTING) (FT) ***543,539.398*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,565,346.148*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Sep-95*** / ORDER ***GPS RTK***

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD) (SUB) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		



TVGA NOTES:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

2. TVGA MEASURED AN ELEVATION OF 10.84' (NAVD88) DURING THE SPRING 1999 SURVEY, THIS STATION WAS NOT USED FOR DATA COLLECTION.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

23+29.10
Trav 2 ~~23+28.49~~

COUNTRY	TYPE OF MARK	STATION	
U.S.A.	X-CUT IN JETTY ROCK	TRAV 2 B.L. STA 23+28.49	
LOCALITY	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION ~~4.835~~ 4.72 (FT) XXX
LATITUDE	LONGITUDE	DATUM	DATUM
~~39° 17' 14.52261"~~	~~074° 33' 12.49919"~~	NAD83	NAVD88
(NORTHING)(LATITUDE) XXXXXXX (FT)	(EASTING)(LONGITUDE) XXXXXXX (FT)	GRID AND ZONE (2900)	ESTABLISHED BY (AGENCY)
~~165,139.57~~ XXX	~~2,031,927.07~~ XXX	N.J. STATE NAD27	CORPS OF ENG.(A.C.)
(NORTHING)(LATITUDE) ~~XXXXXXX~~ (FT)	(EASTING)(LONGITUDE) ~~XXXXXXX~~ (FT)	GRID AND ZONE (2900)	DATE / ORDER
~~165,137.09~~ XXX	~~476,990.95~~ XXX	n.j. state nad83	N/A

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD)(SUB.) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

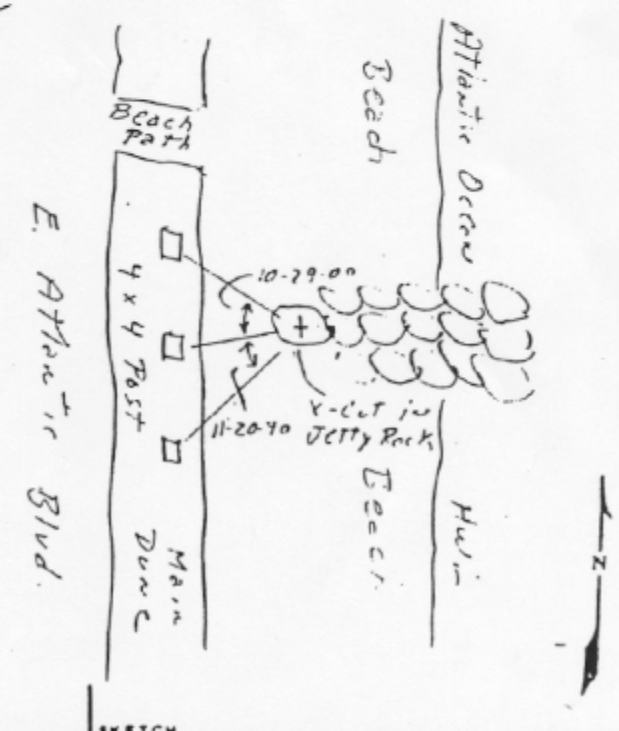
✓ 8-12-92

ELEV. CONVERSION NOTE:
NAVD88 +1.2467= NGVD29

REF 1...NORTH 4X4 POST SET IN TOP OF MAIN DUNE 153.00'(HZ) FROM STATION
REF 2...MIDDLE 4X4 POST SET IN TOP OF MAIN DUNE 157.78'(HZ) FROM STATION
REF 3...SOUTH 4X4 POST SET IN TOP OF MAIN DUNE 156.16'(HZ) FROM STATION

THE STATION IS APROX 75' SO OF BEACH PATH THRU DUNE
THE BEACH PATH IS APROX. 400' NORTH OF THE INTERSECTION OF BEACH AVE.
AND E. ATLANTIC BLVD.

165,158.74 N ✓ 476,990.43 E ✓



SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

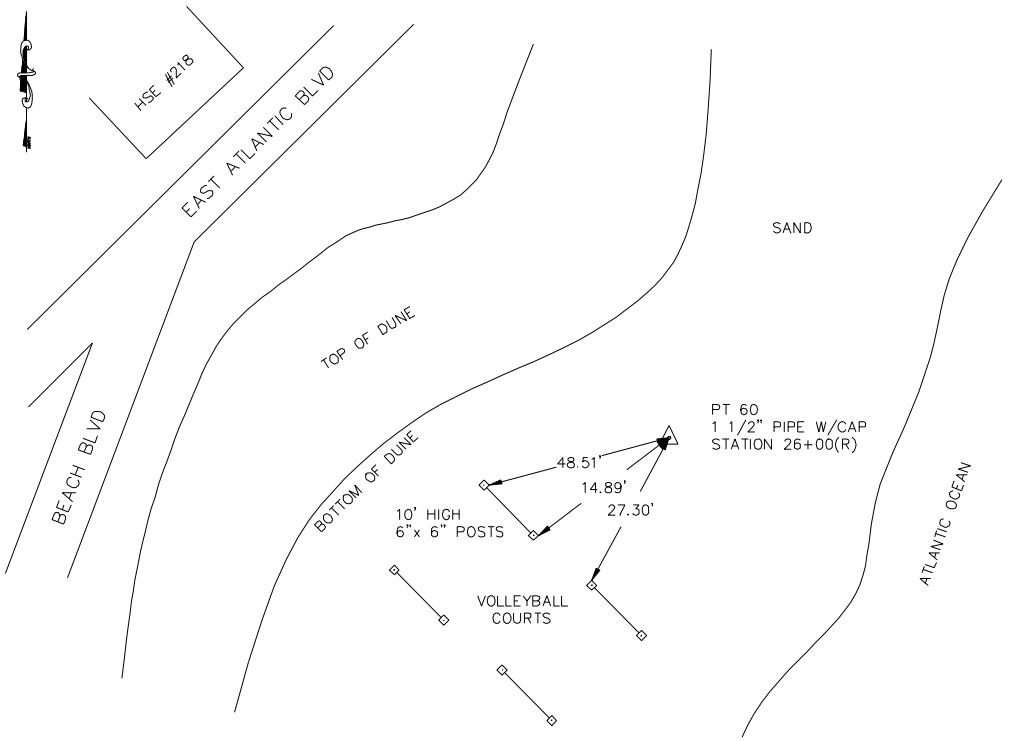
DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***1 1/2" PIPE W/CAP***	***26 + 00.58(MEASURED) 26 + 00(RECORD)***	
LOCALITY	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)**
OCEAN CITY, N.J.			***9.60*** (M)
LATITUDE	LONGITUDE	DATUM	DATUM
39° 17' 10.42882" N	***74° 33' 14.63807" W***	***NAD 83***	***NAVD 88***
(NORTHING) (EASTING) **(FT)**	**(EASTING)** (NORTHING) **(FT)**	GRID AND ZONE	ESTABLISHED BY (AGENCY)
164,945.37 (M)	***476,822.67*** (M)	***N. J. STATE 2900***	***TVGA***
(NORTHING) (EASTING) (FT)	**(EASTING)** (NORTHING) (FT)	GRID AND ZONE	DATE / ORDER
541,158.268 **(M)**	***1,564,375.710*** **(M)**	***N.J. STATE 2900***	***Sep-95*** / ***GPS RTK***

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD) (SUB) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION

For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***1 1/2" PIPE W/CAP***	***BASELINE STATION - 34 + 00.58***	
LOCALITY	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)**
OCEAN CITY, N.J.			***10.78*** (M)
LATITUDE	LONGITUDE	DATUM	DATUM
39° 17' 04.21301" N	***74° 33' 20.92815" W***	***NAD 83***	***NAVD 88***
(NORTHING) (EASTING) **(FT)**	**(EASTING)** (NORTHING) **(FT)**	GRID AND ZONE	ESTABLISHED BY (AGENCY)
164,316.83 (M)	***476,327.76*** (M)	***N. J. STATE 2900***	***COE (AC)/TVGA***
(NORTHING) (EASTING) (FT)	**(EASTING)** (NORTHING) (FT)	GRID AND ZONE	DATE / ORDER
539,096.133 **(M)**	***1,562,751.993*** **(M)**	***N.J. STATE 2900***	***Jan-96*** / ***N/A***

TO OBTAIN	GRID AZIMUTH, ADD	° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB)	° ' "	TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

REAR REFERENCE STATION; 1½ " PIPE W/CAP ON TOP OF DUNE, EXPOSED 1.5' (5.5' IN DUNE)

OFFSET 166.84' AT 90° ± FROM BASELINE STATION.

X-SECTION IS 90° ± TO BASELINE OR BY LINING UP THE BASELINE REAR STATION.
ELEVATIONS ON X-SECTIONS WERE TAKEN @ 25' INTERVALS.

ELEVATION CONVERSION NOTE:
NAVD88 + 1.2467 = NGVD29

TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
U.S.A.	~~CROSS CUT/IN ROCK JETTY~~	TRAV 3 B.L. STA. 38+86.87 ~~38+86.33~~	
LOCALITY OCEAN CITY/ CAPE MAY COUNTY , N.J.	STAMPING ON MARK NONE	AGENCY (CAST IN MARKS)	ELEVATION ~~5.643~~ 15.05 (FT) XXX
LATITUDE ~~39° 17' 00.41549"~~	LONGITUDE ~~074° 33' 24.74086"~~	DATUM NAD 83	DATUM NAVD88
(NORTHING) ~~XXXXX~~ (FT) ~~163,913.43~~ XXX	(EASTING) ~~XXXXXX~~ (FT) ~~2,030,966.02~~ XXX	GRID AND ZONE (2900) N.J. STATE NAD27	ESTABLISHED BY (AGENCY) CORPS OF ENG(A.C.)
(NORTHING) ~~XXXXX~~ (FT) ~~163,932.85~~ XXX	(EASTING) ~~XXXXXX~~ (FT) ~~476,027.76~~ XXX	GRID AND ZONE (2900) N.J..STATE NAD83	DATE MAR 94 / ORDER N/A

TO OBTAIN GRID AZIMUTH, ADD TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD(SUB.) TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

✓ 8-12 97 JH

STATION is located on stone jetty at the end of North Street. Cross over bulk head and walk about 35' to cross cut on top center of jetty.

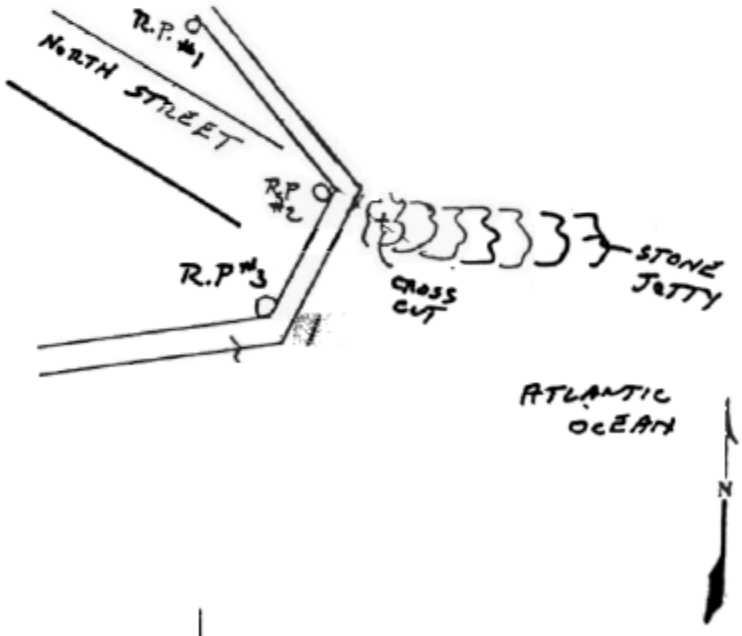
REFERENCE POINT #1 is a P.K. set in the top center of piling (STREET SIDE). station is 63.47' South east of P.K..

REFERENCE POINT #2 is a P.K. with a disk set in the top center of a piling (STREET SIDE). Station is 34.05' East of the P.K.

REFERENCE POINT #3 is a P.K. set in the top center of piling (STREET SIDE). Station is 60.75' North East of the P.K.

ELEV. CONVERSION NOTE:
NAVD88 +1.2467=NGVD29

163 934.74 N
476 026.96 E



By 44 Field Book

SKETCH

DA FORM 1 OCT 64 1959

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***CROSS CUT IN ROCK JETTY***	***TRAV 4 BASELINE STATION - 55 + 69.06***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***9.74*** (M)
LATITUDE ***39° 16' 47.86136" N***	LONGITUDE ***74° 33' 38.75205" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***162,663.47*** (M)	**(EASTING)** (NORTHING) **(FT)** ***474,925.31*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***533,671.734*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,558,150.788*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Mar-94*** / ORDER ***N/A***

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD) (SUB) ° ' " TO THE GEODETIC AZIMUTH

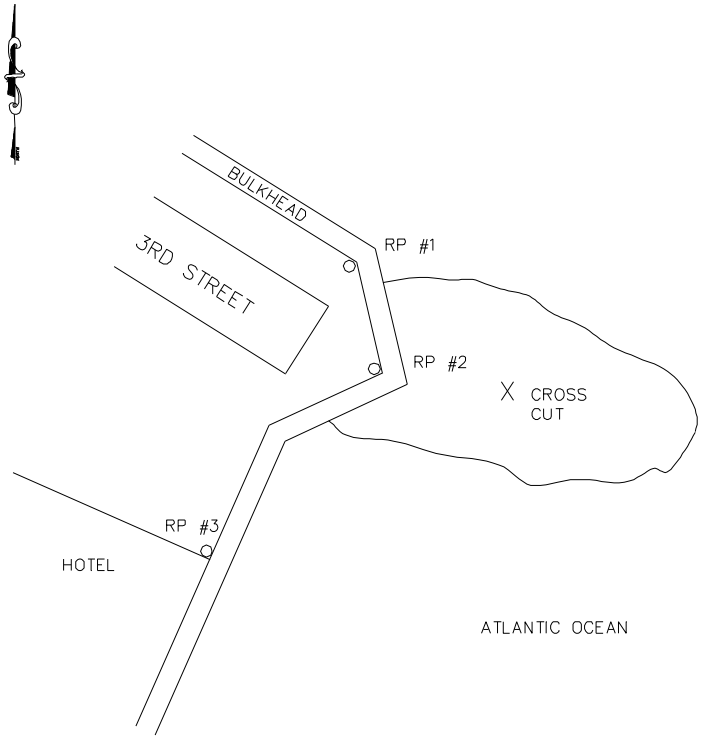
OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

STATION IS LOCATED ON STONE JETTY AT THE END OF 3RD STREET. CROSS OVER BULKHEAD AND WALK 25' ± TO THE CROSS CUT ON THE TOP CENTER OF STONE JETTY.

REF 1...IS A PK SET IN THE TOP CENTER PILING (STREET SIDE). STATION IS 58.60' SOUTH EAST OF THE PK
REF 2...IS A PK WITH A DISK SET IN THE TOP CENTER OF PILING (STREET SIDE). STA. IS 24.58' EAST SOUTH EAST OF THE PK
REF 3... IS A PK SET IN THE TOP CENTER OF A PILING (STREET SIDE). STATION IS 47.88' NORTH NORTH EAST OF THE PK

ELEVATION CONVERSION NOTE:
NAVD88 + 1.2467 = NGVD 29

NOTE:
ABOVE MARK/ ELEVATION IS SUB-SURFACE MARK
SURFACE MARK IS A 1½ " PIPE W/CAP ELEVATION = 9.78' NAVD88 PG. 46 TWT BOOK



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***1 1/2" PIPE W/CAP***	***BASELINE STATION - 58 + 70.22***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***12.10*** (M)
LATITUDE ***39° 16' 45.84502" N***	LONGITUDE ***74° 33' 41.56995" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***162,459.63*** (M)	**(EASTING)** (NORTHING) **(FT)** ***474,703.61*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE (AC)***
(NORTHING) (EASTING) (FT) ***533,002.969*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,557,423.427*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Mar-94*** / ORDER ***N/A***

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD) (SUB) ° ' " TO THE GEODETIC AZIMUTH

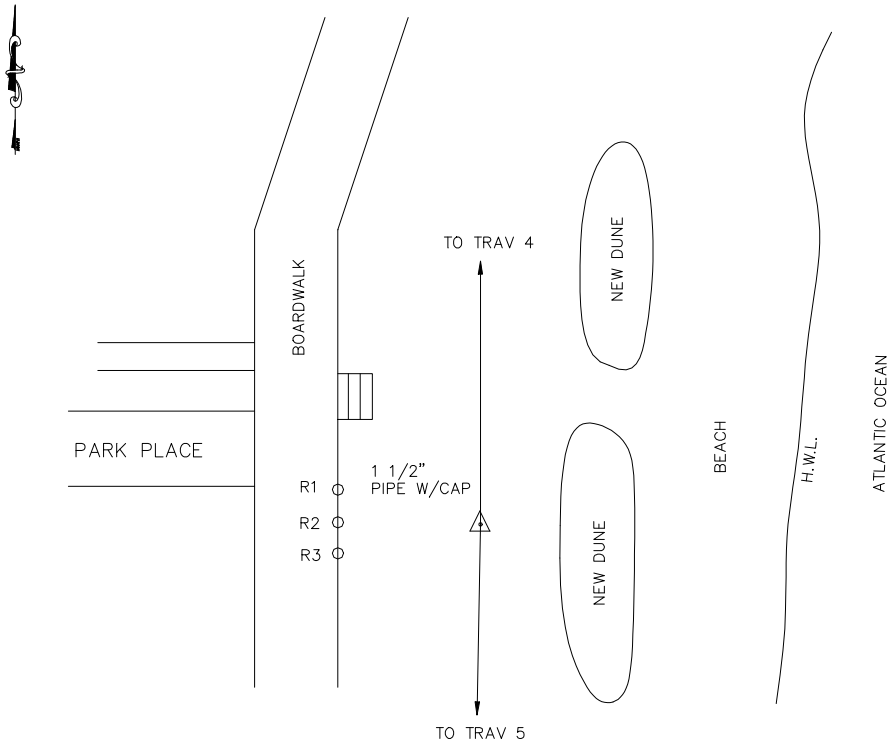
OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

THE STATION IS A 1½ " PIPE W/CAP SET IN THE BEACH BETWEEN THE BOARDWALK AND THE NEW DUNES. IT IS 23' SOUTH OF THE CENTERLINE OF PARK PLACE AND 32' SOUTH OF THE STEPS FROM THE BOARDWALK TO THE BEACH.

REF 1...PK SET IN PILING 15.45' NORTHWEST OF THE STATION
REF 2...PK SET IN PILING 6.86' WEST OF THE STATION
REF 3...PK SET IN PILING 10.75' SOUTHWEST OF THE STATION

X-SECTION RUN 90° TO THE BASELINE ELEVATION TAKEN @ 25' INT.

ELEVATION CONVERSION NOTE:
NAVD88 + 1.2467 = NGVD29



TVGA NOTES:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

2. TVGA MEASURED AN ELEVATION OF 11.78' (NAVD88) DURING THE SPRING 1999 SURVEY, THIS STATION WAS USED FOR DATA COLLECTION.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
U.S.A.	X-CUT IN JETTY ROCK	TRAV 5 B.L. STA. ~~67+22.89~~ 67+23.33	
LOCALITY: OCEAN CITY, N.J.	STAMPING ON MARK	AGENCY (CAST IN MARK)	ELEVATION (FT): ~~6.133~~ ~~13.56~~ XX
LATITUDE: ~~39° 16' 40".11036~~	LONGITUDE: ~~074° 33' 49".53393~~	DATUM: NAD83	DATUM: NAVD88
(NORTHING)(~~NORTHING~~) (FT): ~~161,856.83~~ XXX	(EASTING)(~~EASTING~~) (FT): ~~2,829,018.94~~ XXX	GRID AND ZONE: (2900) N.J. STATE NAD27	ESTABLISHED BY (AGENCY): CORPS OF ENG(A.C.)
(NORTHING)(EASTING) (FT): XXXXXXXX ~~161,879.99~~ XX	(EASTING)(~~EASTING~~) (FT): X ~~474,077.02~~ XX	GRID AND ZONE: (2900) N.J. STATE NAD83	DATE: MAR 94 ORDER: N/A

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD)(SUB.) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC) ° ' "	BACK AZIMUTH ° ' "	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)

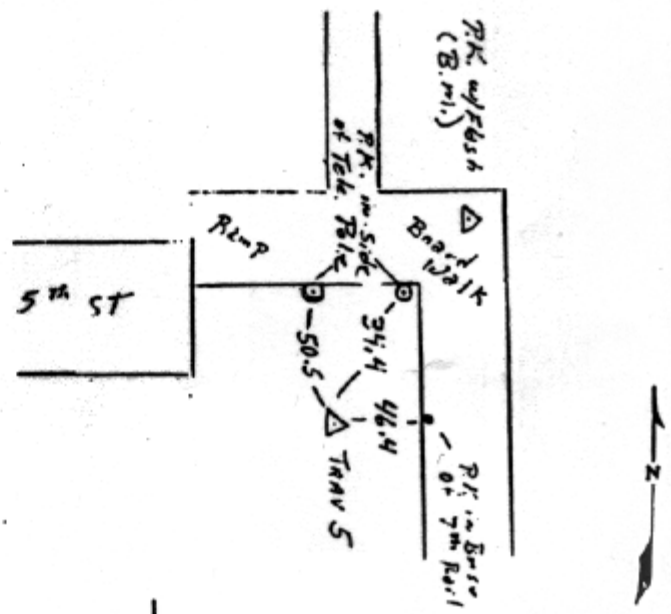
ELEV CONVERSION NOTE:
NAVD88 +1.2467=NGVD29

REF. 1 P.K. 2' ABOVE GRADE IN POLE (NO #) 50.45' NW OF STATION
REF. 2 P.K. 2' ABOVE GRADE IN EAST POLE (NO#) 34.40' NE OF STATION
REF. 3 P.K. @ BASE OF 7TH RAIL SOUTH OF THE INSIDE CORNER OF BOARDWALK

THE STATION IS APROX. 21' SOUTH OF THE EXTENDED CENTERLINE OF 5th ST.
IT IS APROX. ' ONTO THE BEACH(JETTY) PAST THE END OF 5th ST.

14.67 29
1.25
~~13.44~~ 88

161533.12 N
474074.72 E



SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

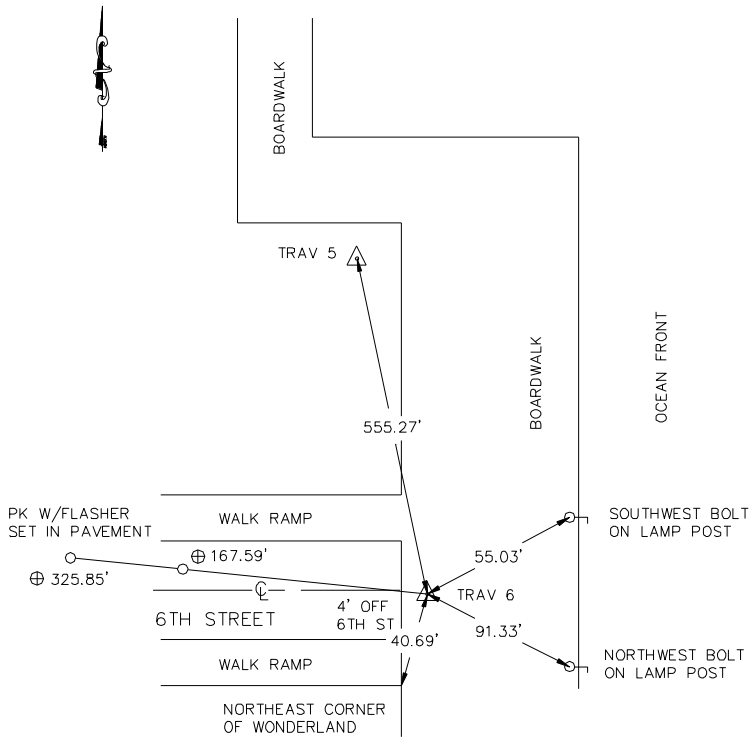
NET Reset

COUNTRY	TYPE OF MARK	STATION	
USA	***PK NAIL W/ FLASHER***	***TRAV 6 BASELINE STATION 72 + 77.98***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK ***USCEC-AC***	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***13.53*** (M)
LATITUDE ***39° 16' 37.76289" N***	LONGITUDE ***74° 33' 55.91778" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***161,642.77*** (M)	**(EASTING)** (NORTHING) **(FT)** ***473,574.89*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***530,322.988*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,553,720.285*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Mar-94*** / ORDER ***N/A***

TO OBTAIN	GRID AZIMUTH, ADD ° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB) ° ' "	TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

ELEVATION CONVERSION NOTE:
NAVD88 + 1.2467 = NGVD29



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***PK NAIL***	***BASELINE STATION - 75 + 00.13***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***13.40*** (M)
LATITUDE ***39° 16' 36.74366" N***	LONGITUDE ***74° 33' 58.42034" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***161,539.80*** (M)	**(EASTING)** (NORTHING) **(FT)** ***473,378.04*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***529,985.161*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,553,074.453*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Jan-96*** / ORDER ***N/A***

TO OBTAIN	GRID AZIMUTH, ADD	° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB)	° ' "	TO THE GEODETIC AZIMUTH

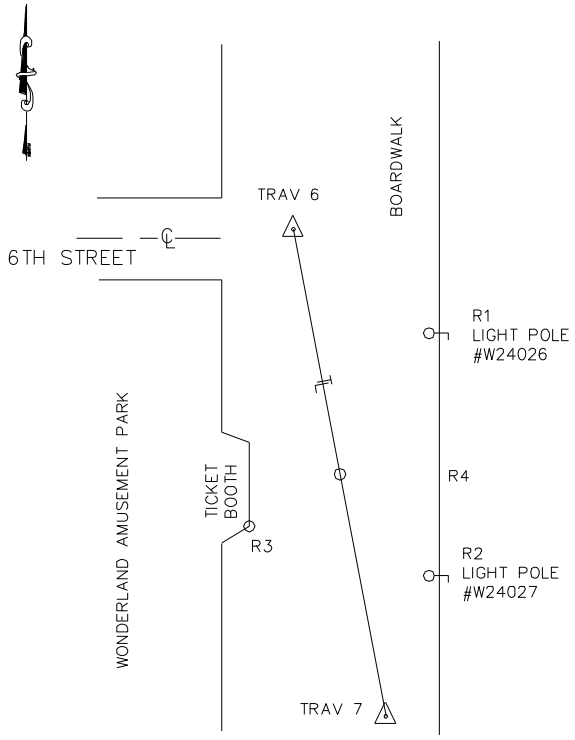
OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

THE STATION IS LOCATED ON THE BOARDWALK, APPROX. 125' SOUTH OF THE EXTENDED CENTERLINE OF 6TH STREET. IT IS 221.88' SOUTH ALONG THE BASELINE FROM TRAV. 6

REF 1...LIGHT POST #W24026 IS 64.4' NORTHEAST OF STATION
REF 2...LIGHT POST #W24027 IS 53.7' SOUTHEAST OF STATION
REF 3...SOUTHEAST CORNER OF MIDDLE OF TICKET BOOTH OF AMUSEMENT PIER IS 15.4' SOUTHWEST OF STATION
REF 4...BEACH SIDE EDGE OF BOARDWALK IS 46' EAST OF STATION

ELEVATION CONVERSION NOTE: NAVD88 + 1.2467 = NGVD29

X-SECTION IS RUN 90° TO THE BASELINE ELEVATION IS TAKEN @ 25' INT.



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

SKETCH

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION

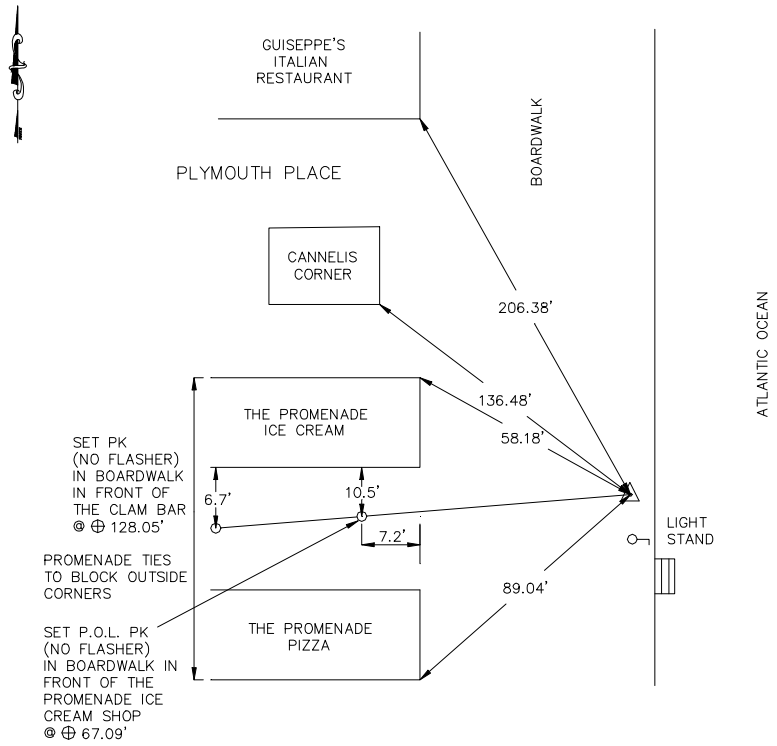
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***PK NAIL W/ FLASHER***	***TRAV 7 BASELINE STATION 83 + 02.55***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK ***USCEC-AC***	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***13.21*** (M)
LATITUDE ***39° 16' 33.08023" N***	LONGITUDE ***74° 34' 07.47146" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***161,169.71*** (M)	**(EASTING)** (NORTHING) **(FT)** ***472,666.07*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***528,770.957*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,550,738.598*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Mar-94*** / ORDER ***N/A***

TO OBTAIN	GRID AZIMUTH, ADD ° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB) ° ' "	TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

ELEVATION CONVERSION NOTE:
NAVD88 + 1.2467 = NGVD29



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

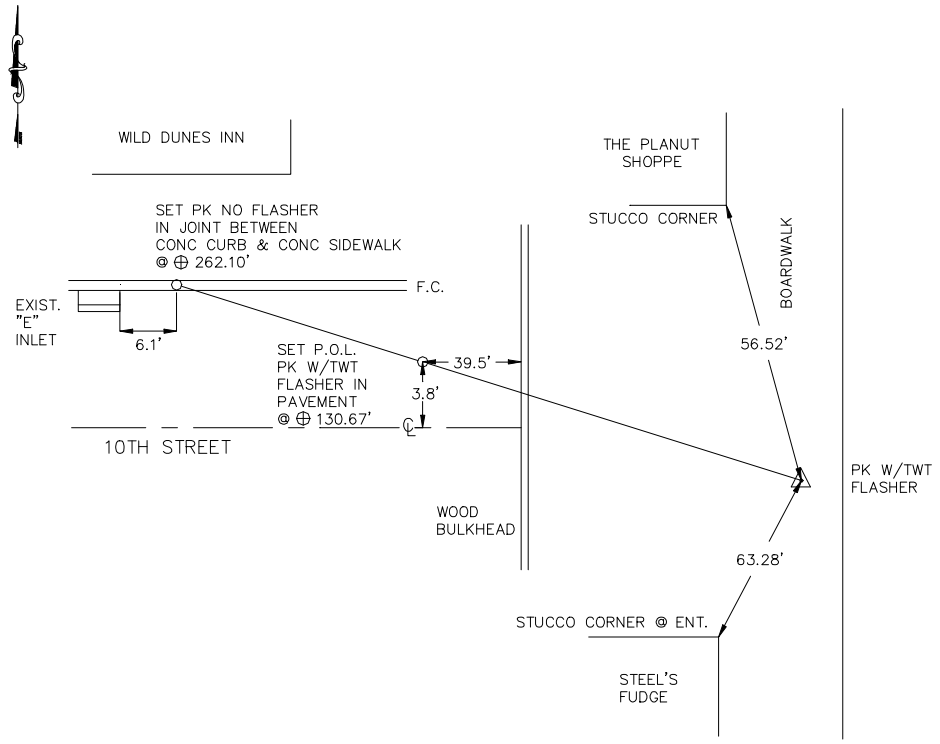
COUNTRY	TYPE OF MARK	STATION	
USA	***PK NAIL W/ FLASHER***	***TRAV 8 BASELINE STATION - 97 + 82.76***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***13.43*** (M)
LATITUDE ***39° 16' 27.05480" N***	LONGITUDE ***74° 34' 24.62582" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***160,561.19*** (M)	**(EASTING)** (NORTHING) **(FT)** ***471,316.71*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***526,774.504*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,546,311.573*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Mar-94*** / ORDER ***N/A***

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD) (SUB) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

ELEVATION CONVERSION NOTE:
NAVD88 + 1.2467 = NGVD29



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***PK NAIL***	***BASELINE STATION 102 + 99.99***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***13.63*** (M)
LATITUDE ***39° 16' 24.99941" N***	LONGITUDE ***74° 34' 30.64846" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***160,353.64*** (M)	**(EASTING)** (NORTHING) **(FT)** ***470,842.96*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***526,093.567*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,544,757.278*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Mar-94*** / ORDER ***N/A***

TO OBTAIN	GRID AZIMUTH, ADD	° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB)	° ' "	TO THE GEODETIC AZIMUTH

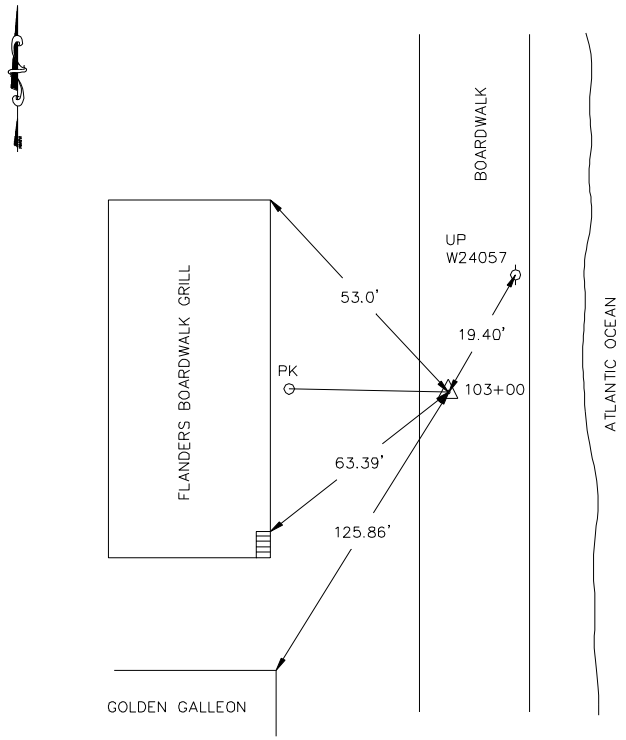
OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

RM 1...44.90' SOUTHEAST CORNER FLANDERS BOARDWALK GRILL
RM 2...53.00' NORTHEAST CORNER FLANDERS BOARDWALK GRILL
RM 3...69.00' NORTH OF CENTERLINE 11TH STREET EXTENDED STATION IS APPROX. 69.00' FROM 11TH STREET
RM 4...18' FROM EAST EDGE OF BOARDWALK
RM 5...REAR PK 42.28' @ 90° TO BASELINE ELEVATION REAR PK = 13.68 NAVD88

THE X-SECTION IS RUN 90° RIGHT FROM TRAV. 8

ELEVATION ON X-SECTION TAKEN @ 25' INT.

ELEVATION CONVERSION NOTE: NAVD88 + 1.2467 = NGVD29



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

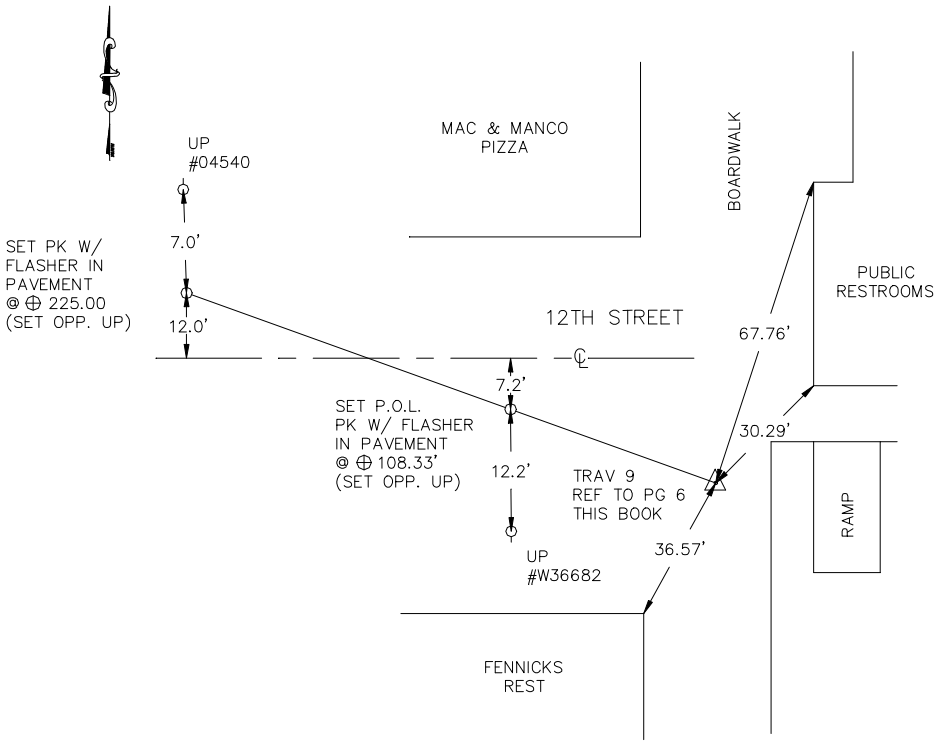
COUNTRY	TYPE OF MARK	STATION	
USA	***PK NAIL W/ FLASHER***	***TRAV 9 BASELINE STATION - 109+88.90***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***13.34*** (M)
LATITUDE ***39° 16' 22.26088" N***	LONGITUDE ***74° 34' 38.66975" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***160,077.12*** (M)	**(EASTING)** (NORTHING) **(FT)** ***470,211.98*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***525,186.351*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,542,687.138*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Mar-94*** / ORDER ***N/A***

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD) (SUB) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

ELEVATION CONVERSION NOTE:
NAVD88 +1.2467 = NGVD29



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***1 1/2" PIPE W/CAP***	***BASELINE STATION 117 + 99.22***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***12.54*** (M)
LATITUDE ***39° 16' 18.12969" N***	LONGITUDE ***74° 34' 47.49810" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***159,659.78*** (M)	**(EASTING)** (NORTHING) **(FT)** ***469,517.40*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***523,817.128*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,540,408.337*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Jun-94*** / ORDER ***N/A***

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

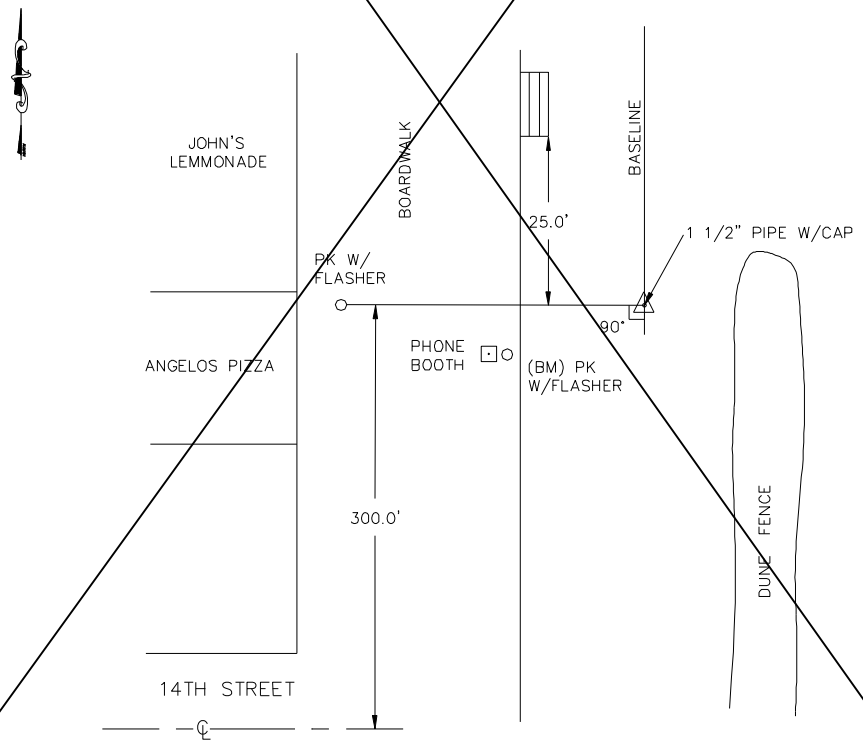
TO OBTAIN GRID AZ. (ADD) (SUB) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

REAR PK OFFSET -3190' ELEVATION = 12.64 NAVD88 SET @ 90° TO BASELINE

AUX. B.M. ELEVATION = 12.77 NAVD88 PK W/FLASHER SET BEHIND PHONE BOOTH

ELEVATION CONVERSION NOTE:
NAVD88 + 1.2467 = NGVD29



TVGA NOTES:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

2. TVGA MEASURED AN ELEVATION OF X.XX' (NAVD88) DURING THE SPRING 1999 SURVEY, THIS STATION WAS-WAS NOT USED FOR DATA COLLECTION.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

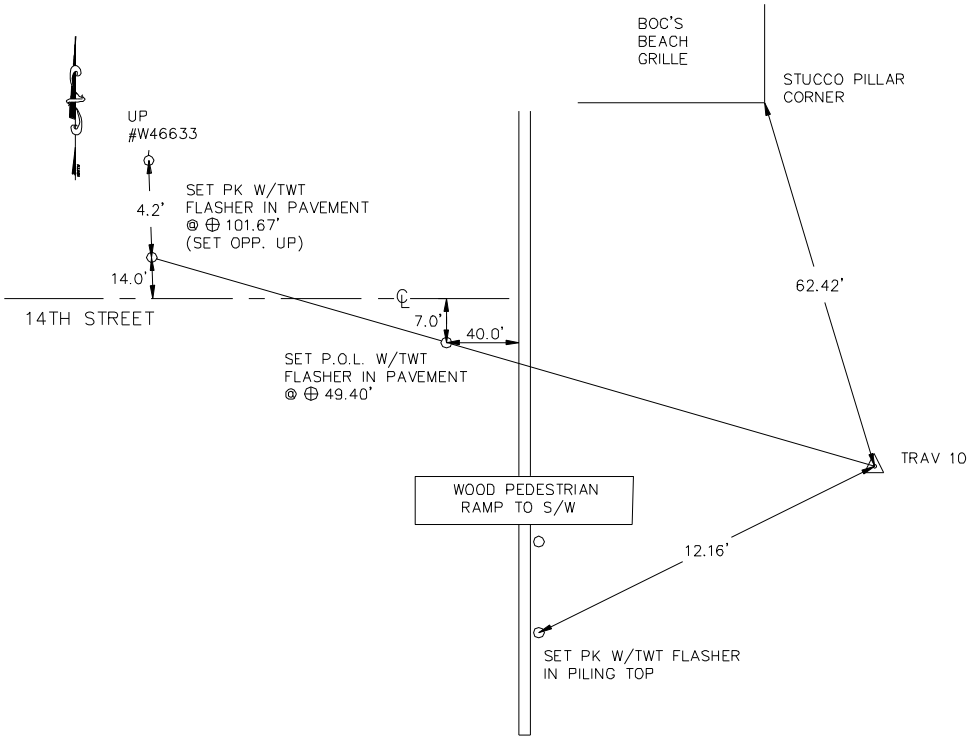
DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***PK NAIL W/ FLASHER***	***TRAV 10 BASELINE STATION - 121 + 37.06***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***12.87*** (M)
LATITUDE ***39° 16' 16.40792" N***	LONGITUDE ***74° 34' 51.17931" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***159,485.85*** (M)	**(EASTING)** (NORTHING) **(FT)** ***469,227.77*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***523,246.493*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,539,458.109*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Mar-94*** / ORDER ***N/A***

TO OBTAIN	GRID AZIMUTH, ADD	° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB)	° ' "	TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

ELEVATION CONVERSION NOTE:
NAVD88 + 1.2467 = NGVD29



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***PK NAIL***	***BASELINE STATION 127 + 99.61***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***12.85*** (M)
LATITUDE ***39° 16' 12.55023" N***	LONGITUDE ***74° 34' 57.98779" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***159,096.06*** (M)	**(EASTING)** (NORTHING) **(FT)** ***468,692.02*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***521,967.657*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,537,700.402*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Mar-94*** / ORDER ***N/A***

TO OBTAIN	GRID AZIMUTH, ADD ° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB) ° ' "	TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

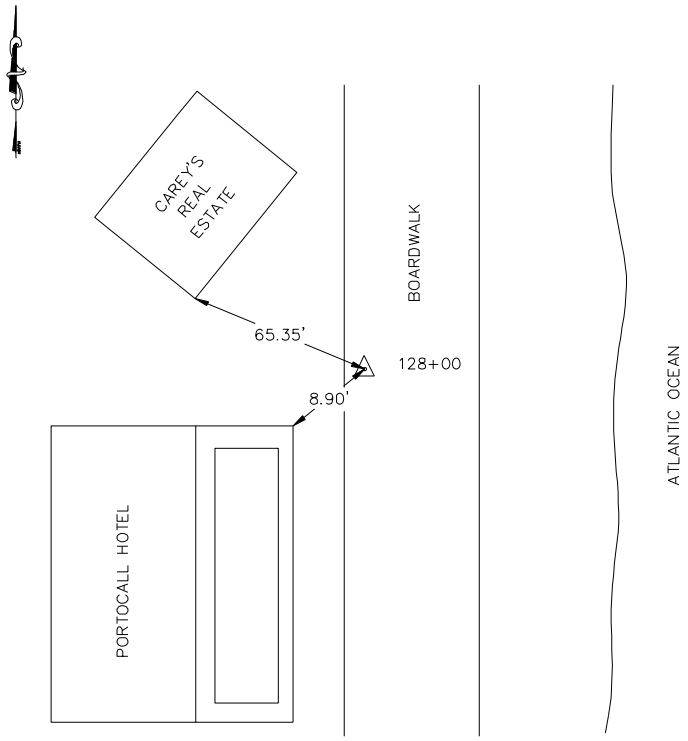
RM 1...65.35' SOUTHEAST CORNER OF CAREY'S REAL ESTATE BUILDING
RM 2...9.90' NORTHEAST CORNER OFF POOL DECK OF CONCRETE FOUNDATION
RM 3...150' SOUTH OF 15TH STREET

THE STATION IS 12' WEST OF THE EAST EDGE OF THE BOARDWALK

THE X-SECTION IS RUN 90° RIGHT FROM TRAV. 10

ELEVATION ON X-SECTION TAKEN @ 25' INT.

ELEVATION CONVERSION NOTE: NAVD88 + 1.2467 = NGVD29



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

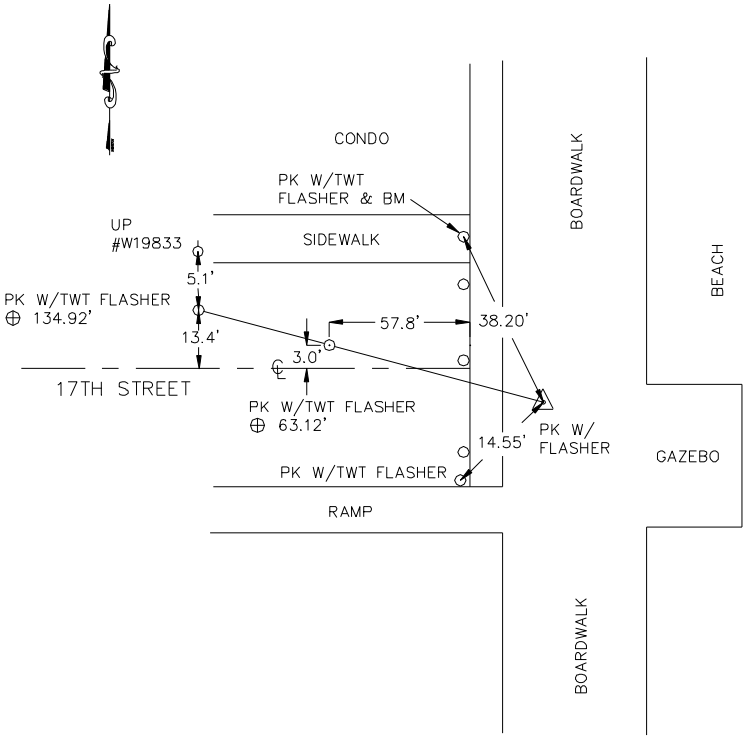
COUNTRY	TYPE OF MARK	STATION	
USA	***PK NAIL W/ FLASHER***	***TRAV 11 BASELINE STATION - 138 + 07.46***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***13.18*** (M)
LATITUDE ***39° 16' 06.68208" N***	LONGITUDE ***74° 35' 08.34467" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***158,503.15*** (M)	**(EASTING)** (NORTHING) **(FT)** ***467,877.02*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***520,022.418*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,535,026.523*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Jul-94*** / ORDER ***N/A***

TO OBTAIN	GRID AZIMUTH, ADD ° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB) ° ' "	TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

B.M. NORTH REF POINT ELEVATION = 11.24 NAVD88 (BOOK 59-126 PG. 47)

ELEVATION CONVERSION NOTE:
NAVD88 + 1.2467 = NGVD29



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***PK NAIL***	***BASELINE STATION 143 + 37.31***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***13.29*** (M)
LATITUDE ***39° 16' 03.28263" N***	LONGITUDE ***74° 35' 13.47035" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***158,159.62*** (M)	**(EASTING)** (NORTHING) **(FT)** ***467,473.61*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY)
(NORTHING) (EASTING) (FT) ***518,895.353*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,533,703.002*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE / ORDER

TO OBTAIN	GRID AZIMUTH, ADD	° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB)	° ' "	TO THE GEODETIC AZIMUTH

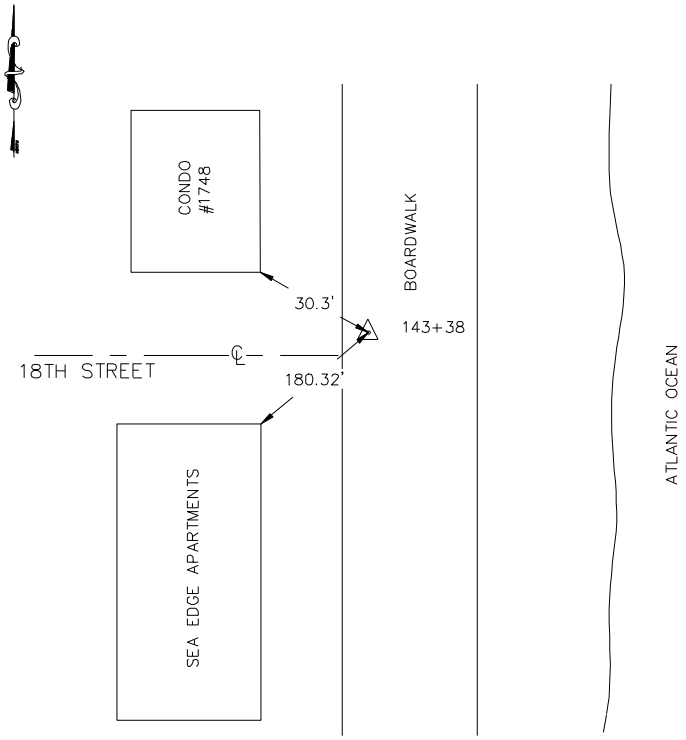
OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

RM 1...80.32' FROM NORTHEAST CORNER OF CONCRETE CORNER OF SEA EDGE APARTMENTS
RM 2...30.3' FROM SOUTHEAST CORNER OF CONCRETE CORNER OF CONDO #1748
RM 3...STATION IS APPROX. 27' NORTH OF CENTERLINE 18TH STREET

NEARBY B.M. BASELINE STATION 145 + 00 ELEVATION 13.173 NAVD88
STATION IS 14' WEST OF THE EAST EDGE OF BOARDWALK

X-SECTION IS RUN 90° TO THE BASELINE
ELEVATION ON X-SECTION TAKEN @ 25' INT.

ELEVATION CONVERSION NOTE: NAVD88 + 1.2467 = NGVD29



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

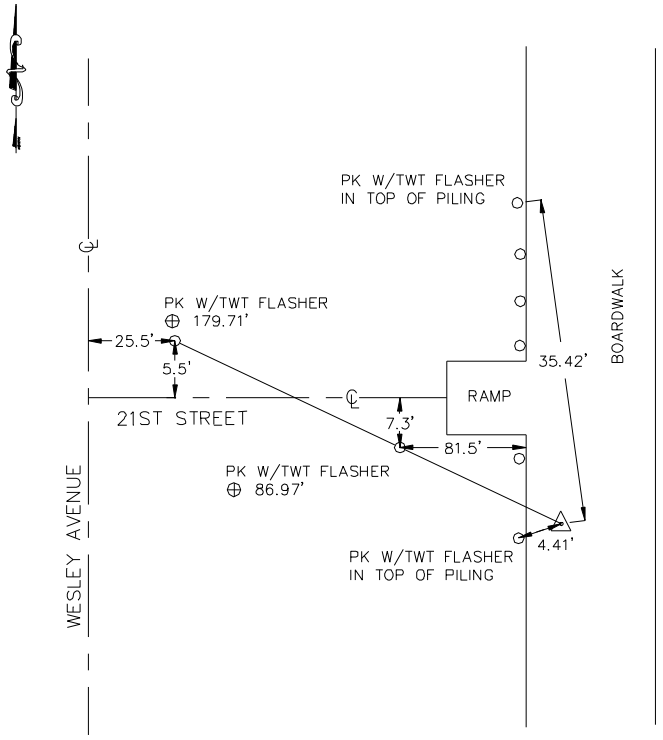
DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***PK NAIL W/ FLASHER***	***TRAV 12 BASELINE STATION - 160 + 65.47***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***13.8*** (M)
LATITUDE ***39° 15' 52.22164" N***	LONGITUDE ***74° 35' 30.22164" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***157,042.41*** (M)	**(EASTING)** (NORTHING) **(FT)** ***466,155.15*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***515,229.973*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,529,377.355*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Mar-94*** / ORDER ***N/A***

TO OBTAIN	GRID AZIMUTH, ADD ° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB) ° ' "	TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

ELEVATION CONVERSION NOTE:
NAVD88 + 1.2467 + NGVD29



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***1 1/2" PIPE W/CAP***	***BASELINE STATION 165 + 90.65***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***12.21*** (M)
LATITUDE ***39° 15' 48.51866" N***	LONGITUDE ***74° 35' 34.89531" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***156,667.66*** (M)	**(EASTING)** (NORTHING) **(FT)** ***465,787.21*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***514,000.481*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,528,170.205*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE ***Mar-94*** / ORDER ***N/A***

TO OBTAIN	GRID AZIMUTH, ADD ° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB) ° ' "	TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

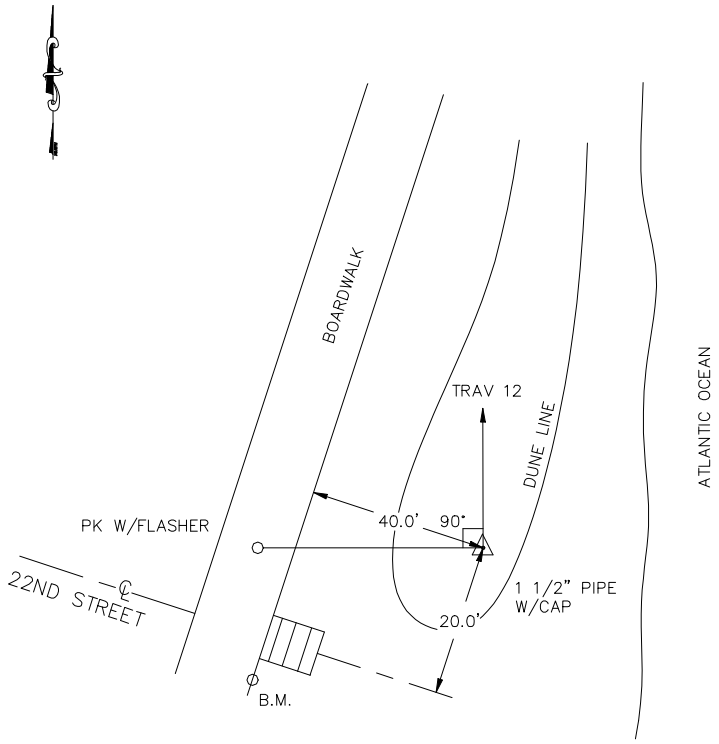
REAR REF STATION PK /USCEC-AC FLASHER LOCATED ON THE BOARDWALK 15' SOUTH OF 22ND STREET
OFFSET 43.36' 90° FROM BASELINE STATION
NEAR BY B.M. -EAST SIDE OF FLANGE HOLDING RAIL BEHIND LIGHT W/22ND STREET SIGN ELEVATION 14.00 NAVD88

X-SECTION IS RUN 90° TO BASELINE OR BY LINING UP THE BASELINE & REF STATION

ELEVATION ON X-SECTION TAKEN @ 25' INT.

ELEVATION CONVERSION NOTE: NAVD88 + 1.2467 = NGVD29

REF STATION COORD. 156,665.19 N 2.020.708.74 E N.J. STATE NAD 27



TVGA NOTE:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

TRAV-13 ~~188+19.65~~

COUNTRY U.S.A.	TYPE OF MARK P.K. W/FLASHER	STATION TRAV. 13 B.L. STA. ~~188+19.65~~	
LOCALITY OCEAN CITY, N.J.	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION ~~10.103~~ 10.10 (FT) ~~XXX~~
LATITUDE ~~39° 15' 32.75098~~	LONGITUDE 074° 35' 54".69986	DATUM NAD83	DATUM NAVD88
(NORTHING) ~~(XXXXXX)~~ (FT) ~~155,032.69~~ ~~XXX~~	(EASTING) ~~(XXXXXX)~~ (FT) ~~2,019,181.82~~ ~~XXX~~	GRID AND ZONE (2900) N.J. STATE NAD27	ESTABLISHED BY (AGENCY) CORPS OF ENG. (A.C.)
(NORTHING) ~~(XXXXXX)~~ (FT) ~~155,074.13~~ ~~XXX~~	(EASTING) ~~(XXXXXX)~~ (FT) ~~464,227.95~~ ~~XXX~~	GRID AND ZONE (2900) N.J. STATE NAD83	DATE: MAR 94 ORDER: N/A

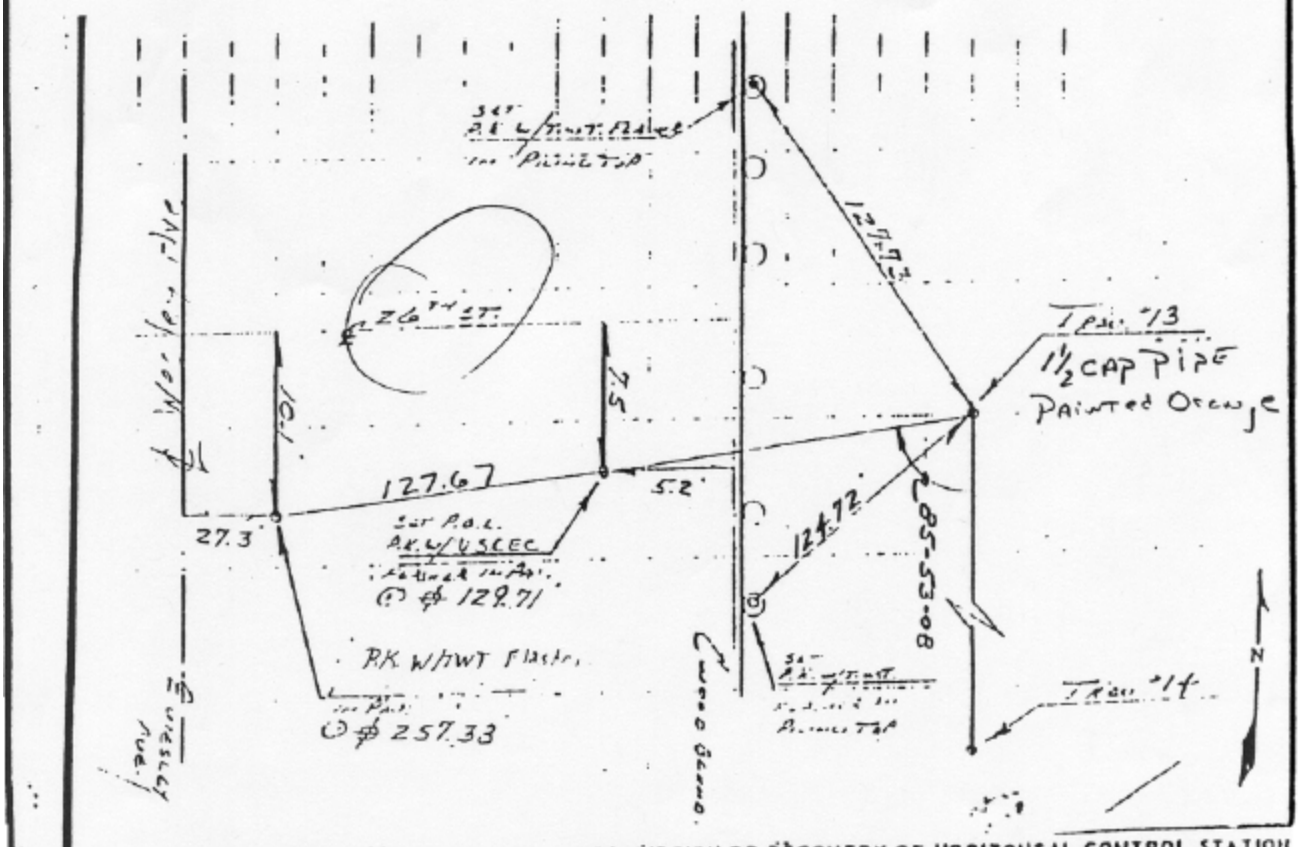
TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD)(SUB.) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC) ° ' "	BACK AZIMUTH ° ' "	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)

ELEV. CONVERSION NOTE:
NAVD88 +1.2467=NGVD29

155 078.64 N
464 226.26 E



DA FORM 1 OCT 84 1959 REPLACES DA FORMS 1958 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

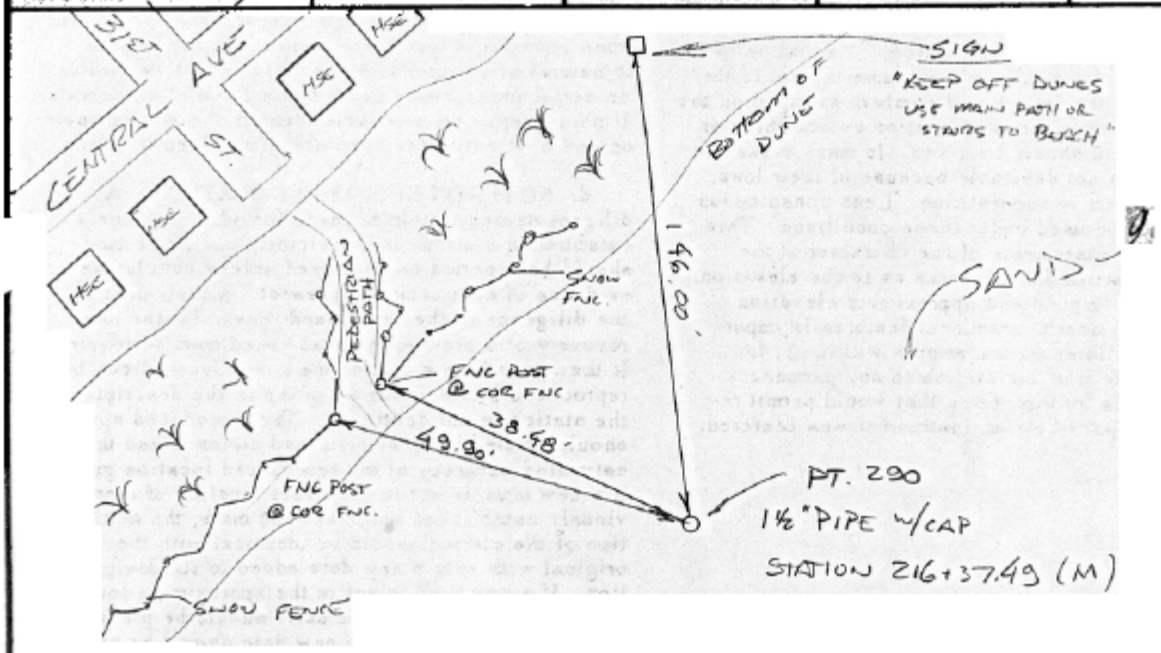
DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

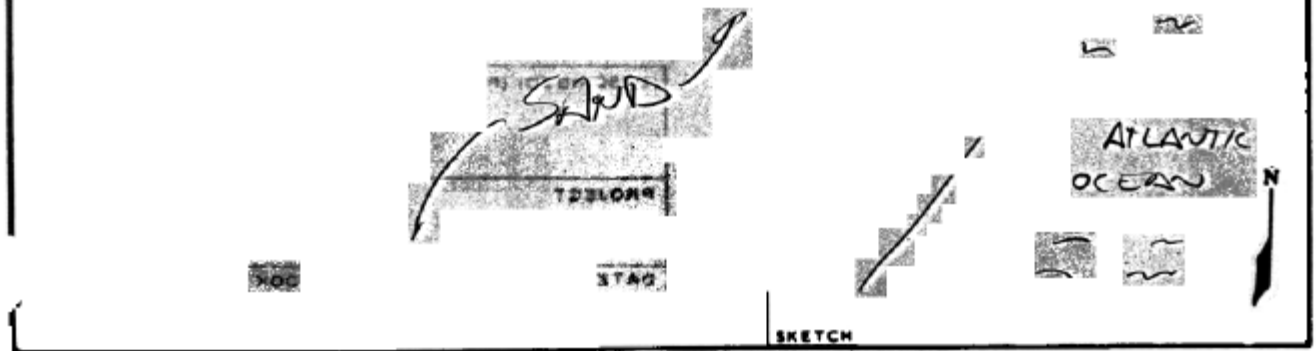
COUNTRY	TYPE OF MARK	STATION	
USA	1½" PIPE W/CAP	216+37.49 (MEASURED) 216+38 (RECORD)	
LOCALITY	**STAMPING ON MARK**	**AGENCY (CAST IN MARKS)**	**ELEVATION (FT) ~~(M)~~**
OCEAN CITY, NJ	NONE	NONE	10.99
LATITUDE	**LONGITUDE**	**DATUM**	**DATUM**
		NAD 83	NAVD 88
(NORTHING)(~~EASTING~~) (FT) ~~(M)~~	**(EASTING)(~~NORTHING~~) (FT) ~~(M)~~**	**GRID AND ZONE**	**ESTABLISHED BY (AGENCY)**
153008.07	462312.70	NJ 2900	TVGA
(NORTHING)(EASTING) (FT) (M)	**(EASTING)(NORTHING) (FT) (M)**	**GRID AND ZONE**	**DATE / ORDER**
			9/95 / GPS/RTK

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD)(SUB.) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		





SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1958 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
U.S.A.	1½" CAPPED PIPE	TRAV 15 B.L. STA. ~~244+19.63~~ 244+86	
LOCALITY: OCEAN CITY, N.J.	STAMPING ON MARK	AGENCY (CAST IN MARK)	ELEVATION (FT) ~~6.923~~ 7.44 XX
LATITUDE: 39° ~~14' 31"~~ .63634	LONGITUDE: 074° ~~30' 42"~~ .35671	DATUM: NAD83	DATUM: NAVD88
NORTHING (FT): ~~XXXXX~~ 150,870.52 XX	EASTING (FT): ~~XXXXX~~ ~~2,015,435.91~~ (M)	GRID AND ZONE (2900): N.J. STATE NAD27	ESTABLISHED BY (AGENCY): CORPS OF ENGI. (A.C.)
NORTHING (FT): ~~150,919.02~~ XX	EASTING (FT): ~~460,474.61~~ XX	GRID AND ZONE (2900): N.J. STATE NAD83	DATE: MAR 94 / ORDER: N/A

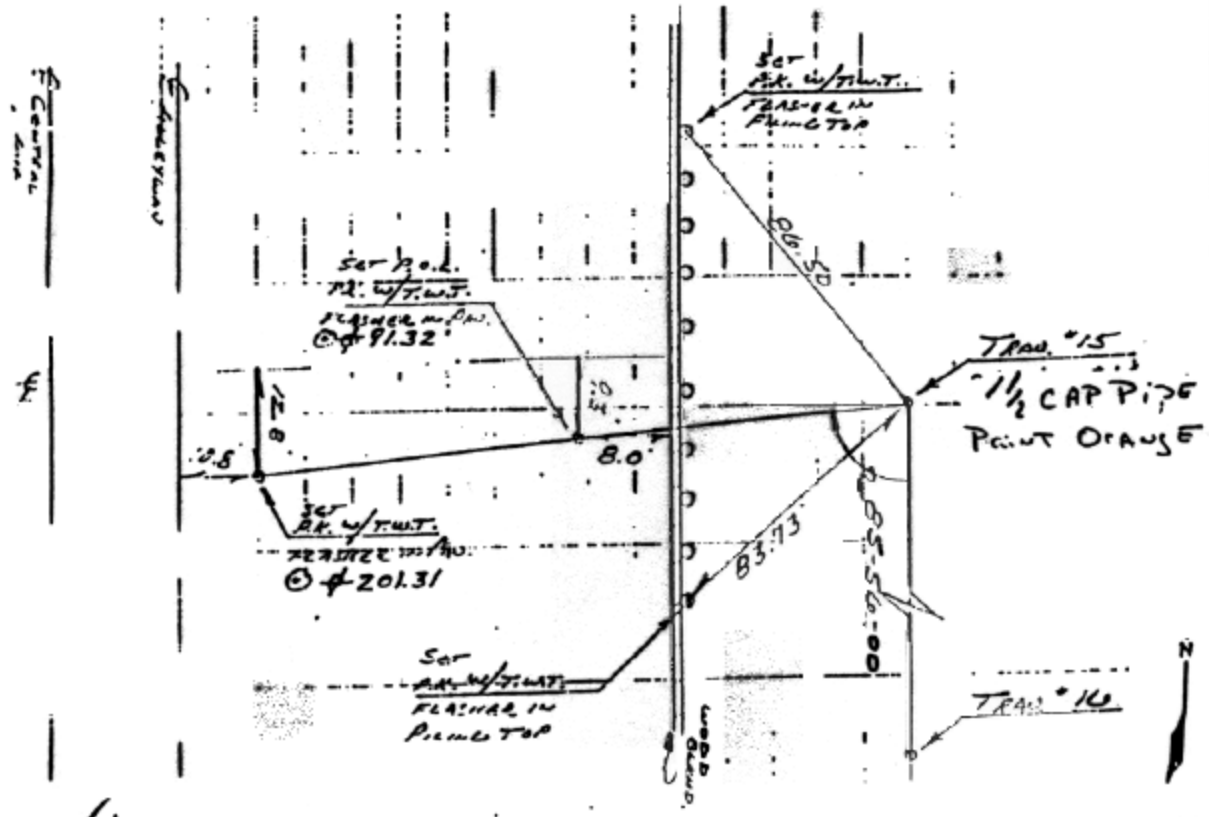
TO OBTAIN GRID AZIMUTH, ADD TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD)(SUB.) TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)

150 923.49 N
460 472.43 E

ELEVATION CONVERSION NOTE:
NAVD88 +1.2467 = NGVD29



DA FORM 1 OCT 64 1959 REPLACES DA FORM 1959 AND 1959, 1 FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

260+92.40

COUNTRY	TYPE OF MARK	STATION	
U.S.A.	1½" CAPPED PIPE	TRAV. 16 BL. STA. ~~260+93.94~~	
LOCALITY	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION ~~6.563~~ 6.59 (FT) ~~XX~~
LATITUDE	LONGITUDE	DATUM	DATUM
~~39° 14' 38.60644~~	~~074° 36' 33.47772~~	NAD83	NAVD88
(NORTHING) ~~XXXXXX~~ (FT)	(EASTING) ~~XXXXXX~~ (FT)	GRID AND ZONE (2900)	ESTABLISHED BY (AGENCY)
~~149,331.65~~ ~~XXX~~	~~2,014,404.46~~ ~~XX~~	N.J. STATE NAD27	CORPS OF ENG. (A.C.)
(NORTHING) ~~XXXXXX~~ (FT)	(EASTING) ~~XXXXXX~~ (FT)	GRID AND ZONE (2900)	DATE / ORDER
~~149,602.11~~ ~~XXXX~~	~~459,440.80~~ ~~XX~~	N.J. STATE NAD83	

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD)(SUB.) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID)(MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

THE STATION IS A 1½" CAPPED PIPE SET APROX 150' PAST THE WOODEN BULKHEAD ON THE BEACH AT THE EAST END OF 39th ST.

REFERENCES:

1. P.K. SET 11' SO. OF C.L: 39 ST. BY 22' EAST OF C.L. CENTRAL 265.17' WSW OF STATION
2. P.K. SET 6.3' SO. OF C.L. 39 ST. BY 11.6 WEST OF BULKHEAD 159.10' WSW OF STATION

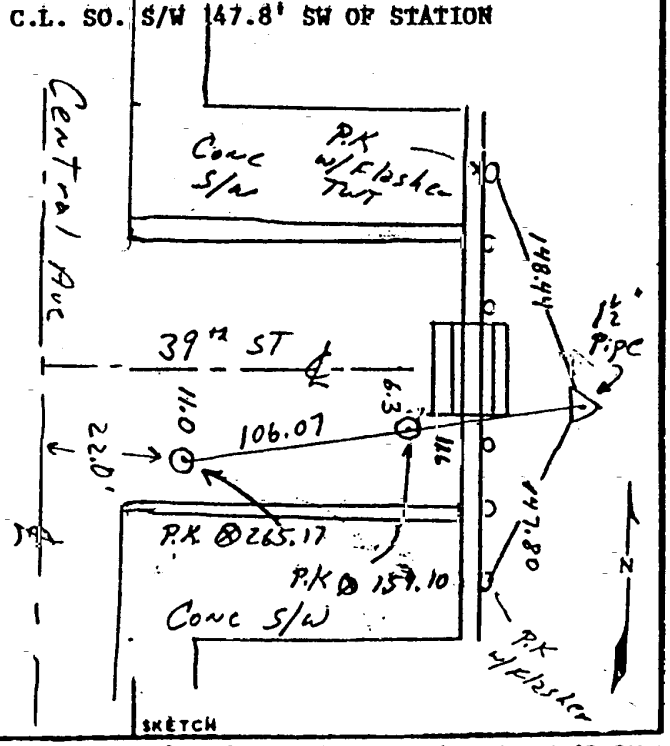
NOTE** REF. 1 & 2 ARE ONLINE WITH STA. AT SPECIFIED DISTANCES

3. P.K. SET IN TOP OF PILEING C.L. NO. S/W 148.4' NW OF STATION
4. P.K. SET IN TOP OF PILING C.L. SO. S/W 147.8' SW OF STATION

ELEV. CONVERSION NOTE:
NAVD88 +1.2467=NGVD29

7.81 NGVD

149606.32 N
459438.90 E



DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1958 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

Not found

COUNTRY	TYPE OF MARK	STATION	
U.S.A.	1½" Capped Pipe	TRAV. 17 B.L. Sta. ~~266+74.98~~ 2660+72.94	
LOCALITY	STAMPING ON MARK	AGENCY (CAST IN MARK)	ELEVATION
Ocean City, N.J.			~~7.383~~ 9.180 (FT)
LATITUDE	LONGITUDE	DATUM	DATUM
39° ~~14' 34"~~.23016	074° ~~37' 00"~~.26042	NAD 83	NAVD 88
(NORTHING) ~~(EASTING)~~ (FT)	(EASTING) ~~(NORTHING)~~ (FT)	GRID AND ZONE	ESTABLISHED BY (AGENCY)
~~149,108.69~~	~~2,014,026.44~~	N.J. State NAD 27	CORPS OF ENG. (A.C.)
(NORTHING) ~~(EASTING)~~ (FT)	(EASTING) ~~(NORTHING)~~ (FT)	GRID AND ZONE (ZONE)	DATE / ORDER
~~149,139.86~~	~~459,003.99~~	N.J. STATE NAD 83	MAR 94 / N/A

TO OBTAIN GRID AZIMUTH, ADD TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD/SUB.) TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC/GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

149 164.25 N
459 062.61 E

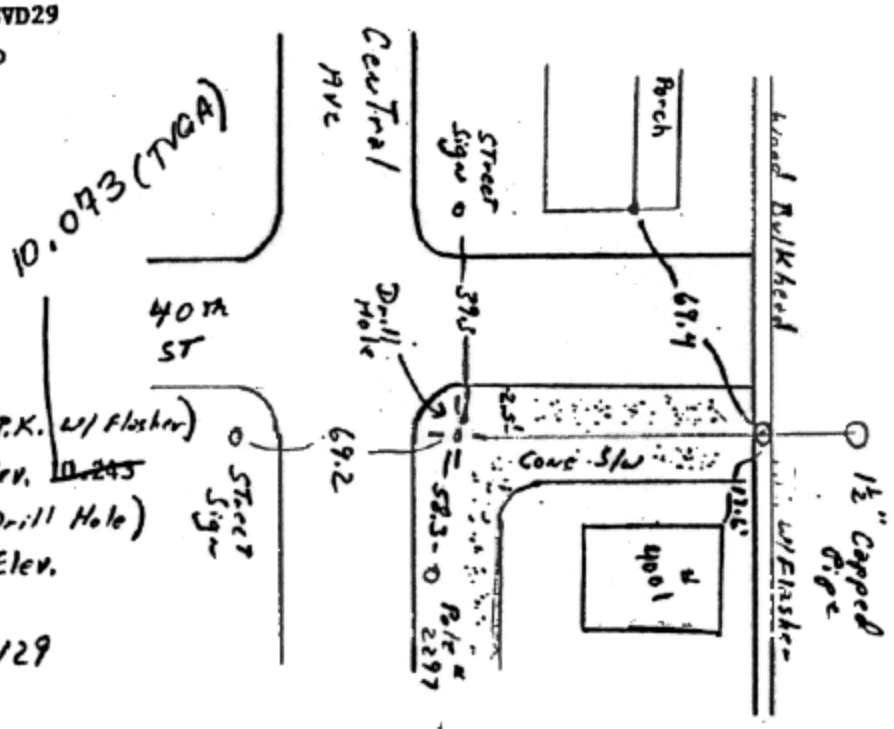
Ref.	North	East
P.K.	149,166.35	2,013,946.54
D.H.	149,226.92	2,013,860.51

X-SEC IS RUN LINING UP THE STA. & REF. MARKS (125-08-46 AZ. NO.)

ELEV ON X-SEC TAKEN @ 25' INT.

ELEV. CONVERSION NOTE:
NAVD88 +1.2467= NGVD29

8.63 NGVD



Note:
Front Ref (P.K. w/Flasher)
⊗ 100.17 Elev. ~~10.245~~
Rear Ref (Drill Hole)
⊗ 205.37 Elev.

Book 59-129
Pg 34, 36,

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
U.S.A.	1½" Capped Pipe	TRAV. 18 , Bsln Sta. 294+77.70	
LOCALITY	STAMPING ON MARK	AGENCY (CAST IN MARK)	ELEVATION (FT)
Ocean City, N.J.			8.55
LATITUDE	LONGITUDE	DATUM	DATUM
39° 14' 12.03480	074° 37' 21.57729	NAD83	NAVD 88
(NORTHING) (FT)	(EASTING) (FT)	GRID AND ZONE	ESTABLISHED BY (AGENCY)
146,862.28	2,012,382.47	N.J. State NAD 27	CORPS OF ENG. (A.C.)
(NORTHING) (FT)	(EASTING) (FT)	GRID AND ZONE (2900)	DATE / ORDER
146,916.63	457,383.99	N.J. STATE NAD 83	MAR 94 / N/A

TO OBTAIN GRID AZIMUTH, ADD TO THE GEODETIC AZIMUTH

GRID AZ. (ADD/SUB.) TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC/GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)

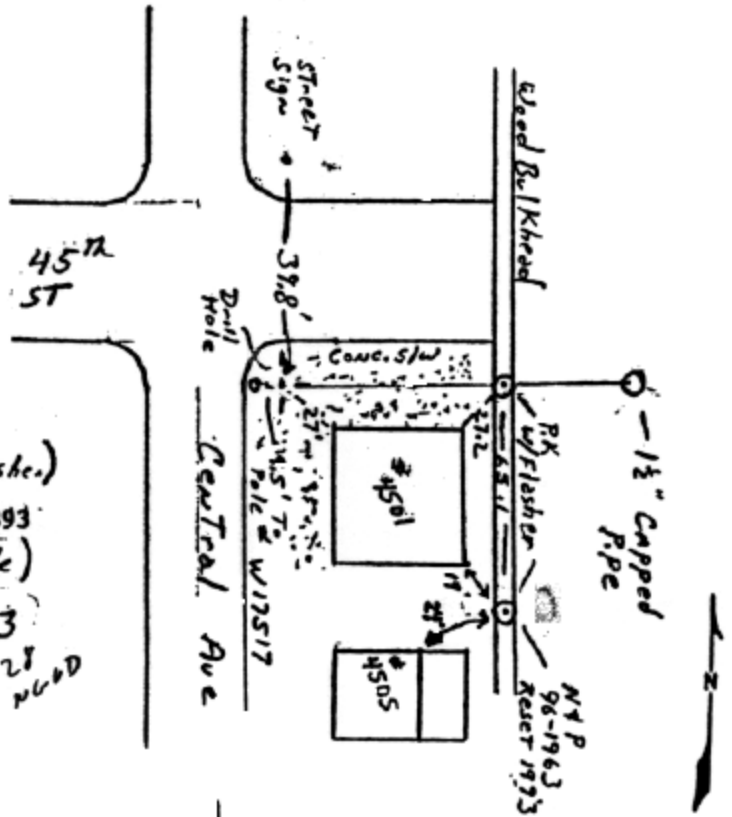
146 921.34 N
457 382.93 E

Ref.	North	East
P.K.	146,891:86	2,012,311:38
D.H.	146,948.17	2,012,233.13
N&P	146,840.82	2,012,274.53

X-SEC IS RUN LINING UP THE STA. & REF MARKS (125-44-31 AZ. NO)

ELEV ON X-SEC TAKEN @ 25' INT.

ELEV. CONVERSION NOTE:
NAVD88 +1.2467=NGVD29



Note:
Front Ref (P.K. w/Flasher)
@ 150.63 Elev. 10.393
Rear Ref (Drill Hole)
@ 147.04 Elev. 6.03
7.28 NGVD

Book 59-129
Pg 36, 37,

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1959, 1 FEB 57, WHICH ARE OBSOLETE

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

345+20.10 STorm #

COUNTRY	TYPE OF MARK	STATION	
U.S.A.	1½" CAPPED PIPE	TRAV 19 B.L. STA. ~~345+23.14~~	
LOCALITY	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION (FT) (M)
OCEAN CITY, N.J.			9.801
LATITUDE	LONGITUDE	DATUM	DATUM
39° ~~13' 30"~~ 94095	074° ~~37' 57"~~ 90609	NAD83	
(NORTHING) (~~EASTING~~) (FT)	(EASTING) (~~NORTHING~~) (FT)	GRID AND ZONE (2900)	ESTABLISHED BY (AGENCY)
142,703.53	~~2,009,495.69~~	N.J. STATE NAD 27	
(NORTHING) (~~EASTING~~) (FT)	(EASTING) (~~NORTHING~~) (FT)	GRID AND ZONE (2900)	DATE / ORDER
~~142,763.31~~	~~454,519.74~~	N.J. STATE NAD83	

TO OBTAIN GRID AZIMUTH, ADD ° ' " TO THE GEODETIC AZIMUTH

TO OBTAIN GRID AZ. (ADD(SUB.)) ° ' " TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		
			125'	
		10		

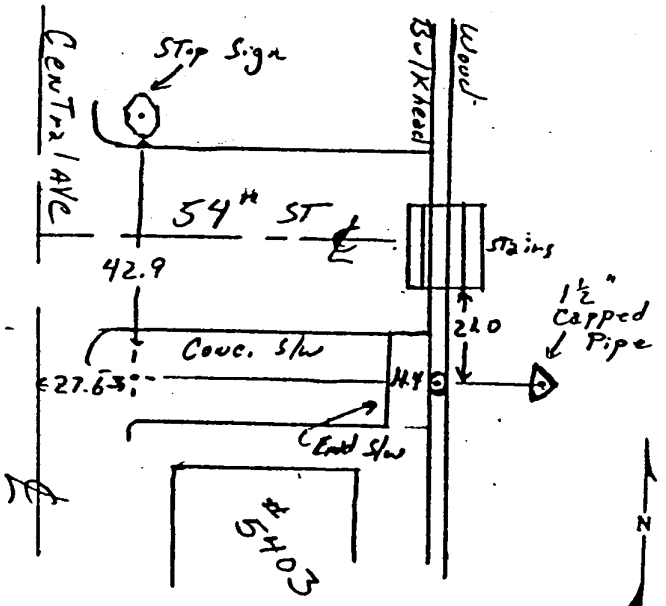
FRONT REF. P.K. W/FLASHER O.S. 26.24 ELEV. ~~10.42~~ NAVD88
142,718.31 N.; 2,009,474.01 E.; NAD27 N.J. STATE

REAR REF. DRILL HOLE W/ WINGS O.S. 153.07 ELEV. ~~7.08~~ NAVD88 6.785'
142,789.80 N.; 2,009,369.25 E.; NAD27 N.J. STATE

NOTE*** THE FRONT & REAR REF. ARE ONLINE WITH THE STATION & THE X-SECTION

ELEV. CONVERSION NOTE:
NAVD88 +1.2467=NGVD29

142 768.24 N
454 518.66 E



SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

COUNTRY	TYPE OF MARK	STATION	
USA	***1 1/2" PIPE (OPEN)***	***TRAV 20 BASELINE STATION - 378 + 32.07***	
LOCALITY ***OCEAN CITY, N.J.***	STAMPING ON MARK	AGENCY (CAST IN MARKS)	ELEVATION **(FT)** ***8.28*** (M)
LATITUDE ***39° 13' 04.29255" N***	LONGITUDE ***74° 38' 22.27936" W***	DATUM ***NAD 83***	DATUM ***NAVD 88***
(NORTHING) (EASTING) **(FT)** ***140,070.26*** (M)	**(EASTING)** (NORTHING) **(FT)** ***452,597.72*** (M)	GRID AND ZONE ***N. J. STATE 2900***	ESTABLISHED BY (AGENCY) ***COE(AC)***
(NORTHING) (EASTING) (FT) ***459,547.178*** **(M)**	**(EASTING)** (NORTHING) (FT) ***1,484,897.686*** **(M)**	GRID AND ZONE ***N.J. STATE 2900***	DATE / ORDER

TO OBTAIN	GRID AZIMUTH, ADD ° ' "	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD) (SUB) ° ' "	TO THE GEODETIC AZIMUTH

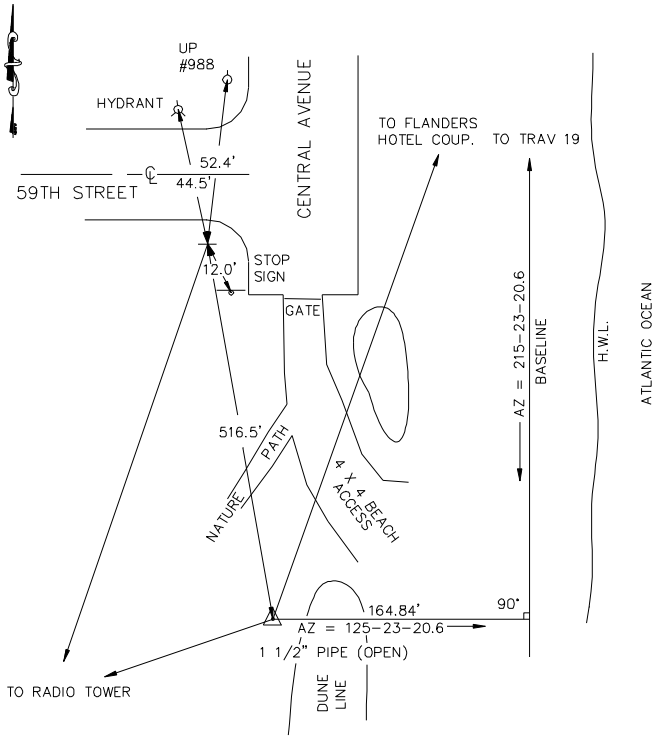
OBJECT	AZIMUTH OR DIRECTION (GEODETIC) (GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)
	° ' "	° ' "		

STATION IS A 1½ " OPEN PIPE APPROX. 400' SOUTH OF THE SOUTH END OF CENTRAL AVENUE

X-SECTION AZ. = 125-23-20.6
AZ. TO FLANDERS = 40-56-20.6
AZ. TO X-CUT =
AZ. TO RADIO TOWER =

STATION -164.84 FROM BASELINE

ELEVATION CONVERSION NOTE: NAVD88 + 1.2467 = NGVD29 ELEV. BOOK 59-129 PG. 50



TVGA NOTES:

1. THIS STATION RECOVERY DATA WAS REDRAWN FROM STATION RECOVERY DATA PROVIDED BY THE U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA. THE COORDINATE AND ELEVATION VALUES WERE FIELD VERIFIED DURING THE SPRING 1999 SURVEY UTILIZING REAL TIME KINEMATIC (RTK) GPS.

2. TVGA MEASURED AN ELEVATION OF 8.56' (NAVD88) DURING THE SPRING 1999 SURVEY, THIS STATION WAS USED FOR DATA COLLECTION.

SKETCH

DA FORM 1 OCT 64 1959 REPLACES DA FORMS 1959 AND 1960, 1FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agnecy is TRADOC.

SECTION 00875

SURVEY DATA FORMAT

PART 1 GENERAL

1.1 SURVEY DATA FORMAT

```
400          Station in feet.
8.75         Finish grade at survey baseline - Assume 8.75
6.8          Existing grade at survey baseline
130 8.7      Offset Right Landward, single space, Elevation
107 8.9            "
95 17.8            "
75 16.5            "
60 11.4            "
35 8.3             "
-50 5.4      Offset Left Seaward, single space, Elevation
-100 4.7           "
-110 4.6           "
-150 1.9           "
-200 0.0           "
-250 -2.0          "
-280 -3.3          "
-1000 -15.3        "
E            End of Cross section
600          Station in feet.
8.75         Finish grade at survey baseline - Assume 8.75
Etc.
```

PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section --

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

SECTION 00880

PRE-PLACEMENT CONDITION SURVEY CROSS SECTION LOCATIONS

PART 1 GENERAL

1.1 BASE BID: Seaview Road to 36th Street; Option A: Seaview Road Street to 36th Street; Option B: Seaview Road Street to 36th Street; and Option C: Seaview Road Street to 36th Street

NOTE: ANGLE OF SURVEY BASELINE = 90 DEGREES FOR ALL SATIONS

Station	
6+00	138+00
11+00	143+00
18+00	148+00
26+00	153+00
36+00	158+00
41+50	163+00
47+00	168+00
52+00	173+00
62+00	178+00
73+00	183+00
78+00	188+00
83+50	193+00
88+00	198+00
93+00	203+00
98+00	208+00
103+00	213+00
108+00	218+00
113+00	223+00
118+00	228+00
123+50	233+00
129+00	238+00
133+00	243+00

1.2 Options D, E, and F:
36th Street to 59th Streets

Station
245+00
250+00
255+00
260+00
265+00
270+00
275+00
280+00
285+00
290+00
295+00
300+00
305+00
310+00
315+00
320+00
325+00
330+00
335+00
340+00
345+00
350+00
355+00
360+00
365+00
370+00
375+00
380+00

1.3 Options G, H, and I:
Seaview Avenue to groin southeast of Prescott Avenue on Strathmere Beach:

Station
0+00
2+00
4+00
6+00
8+00
10+00
12+00
14+00
15+00

PART 2 PRODUCTS (Not Applicable)
PART 3 EXECUTION (Not Applicable)
-- End of Section --

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

PROJECT TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

01010 SUMMARY OF WORK
01060 SAFETY
01090 SOURCES FOR REFERENCE PUBLICATIONS
01100 DIVING SERVICES
01300 SUBMITTAL PROCEDURES
01312 GOVERNMENT RESIDENT MANAGEMENT SYSTEM
01313 CONTRACTOR-PREPARED CONSTRUCTION PROGRESS CHART
01380 CONSTRUCTION PHOTOGRAPHS
01430 ENVIRONMENTAL PROTECTION
01440 CONTRACTOR QUALITY CONTROL
01500 TEMPORARY CONSTRUCTION

DIVISION 02 - SITE WORK

02880 BEACHFILL

-- End of Project Table of Contents --

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 SCOPE

This section presents a general description of the work to be accomplished under this contract at Great Egg Harbor Inlet and Peck Beach located in Ocean City, New Jersey.

1.2 DESCRIPTION OF WORK

The contract work consists of, but is not limited to, a base bid to include the placement of approximately 1,300,000 cubic yards of beachfill between the groin at Seaview Road and 36th Street, in Ocean City, New Jersey. The contract work also consists of three separate options (Options A, B and C, respectively), to place an additional 200,000 cubic yards of beachfill for each of the options awarded. The borrow area for beachfill material is located approximately 5,000 feet offshore, north east of the project location, east of the Great Egg Harbor Inlet.

The contract work also consists of an Options D, to include the placement of approximately 250,000 cubic yards of beachfill between 36th Street and 59th Street, in Ocean City, New Jersey. The contract work also consists of two separate options (Options E, and F, respectively), to place an additional 50,000 cubic yards of beachfill for each of the options awarded. The borrow area for the beachfill material for Options D, E, and F is located approximately 3,000 feet offshore northeast of Corson's Inlet.

The contract work also consists of an Options G, to place approximately 150,000 cubic yards of beachfill along the beach of Strathmere, New Jersey, from approximately Seaview Avenue to Prescott Avenue. The contract work also consists of two separate options (Options H, and I, respectively), to place an additional 50,000 cubic yards of beachfill for each of the options awarded. The borrow area for the beachfill material for Options G, H, and I is located approximately 3,000 feet offshore northeast of Corson's Inlet.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

SECTION 01060

SAFETY

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

USACOE ENGINEERING MANUALS (EM)

EM 385-1-1	(1996) Safety and Health Requirements Manual

U.S. ARMY CORPS OF ENGINEERS (PHILADELPHIA DISTRICT)

Liberty from Accidents Program	(1996) Philadelphia District Awards Program

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-08 Statements

Qualifications; GA,COR

Name and qualifications of the Contractor's proposed safety representative.

Accident Prevention Plan; GA,COR

An accident prevention plan, prepared by the prime Contractor for the specific work, implementing in detail the pertinent requirements of EM 385-1-1 shall be submitted for approval prior to the start of work. A suggested format for the accident prevention plan is included in EM 385-1-1, Section 1. The plan shall be prepared for all sites and shall include, but is not limited to, the topic areas listed in Table 1-1 therein and the requirements of the Paragraph entitled: SAFETY AND HEALTH PROVISIONS. Each topic shall be developed in a concise manner to include management and operational aspects.

Activity Phase Hazard Analysis Plan; GA,COR

Prior to beginning each major phase of work, an activity hazard analysis (phase plan) shall be prepared by the Contractor for that phase of work and submitted for approval. A phase is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform work. The analysis shall address the hazards for each activity performed in the phase and shall present the procedures and safeguards necessary to eliminate the hazards or reduce the risk to an acceptable level.

SD-09 Reports

Safety Meeting Reports; FIO,COR

Outline reports of all weekly and monthly safety meeting shall be submitted.

Accident Reports; FIO,COR

A written report for all accidents utilizing ENG FORM 3394 shall be submitted within 24 hours following such accidents.

OSHA 200 Log; FIO,COR

Contractor's OSHA 200 Log of Injuries shall be submitted monthly.

Floating Plant Inspection; GA,COR

A copy of the annual inspection of all plants, not subject to Coast Guard inspection, shall be submitted prior to start of work.

1.3 GENERAL

Worker safety is of paramount importance. The Contractor shall comply with the Contract Clause entitled: ACCIDENT PREVENTION, EM 385-1-1, the Philadelphia District's Liberty from Accidents Program, and all other requirements as specified herein.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SAFETY PROGRAM

EM 385-1-1 and all subsequent revisions referred to in the Contract Clause entitled: ACCIDENT PREVENTION of this contract, are hereby supplemented as follows:

a. The Contractor shall designate an employee responsible for overall supervision of accident prevention activities. Such duties shall include: (1) assuring applicable safety requirements are incorporated in work methods and (2) inspecting the work to ensure that daily safety measures and instructions are implemented and documented. The proposed safety representative's name and qualifications shall be submitted in writing for approval by the Contracting Officer. This individual shall have prior experience as a safety representative or be able to demonstrate familiarity and understanding of the safety requirements over a prescribed trial period. The safety representative shall have the authority to act on behalf of the Contractor's general management to take whatever action is necessary to assure compliance with safety requirements. The safety representative is required to be on the site when work is being performed in accordance with EM 385-1-1.

b. Prior to commencement of any work at the job site, a preconstruction safety meeting will be held between the Contractor's safety representative and the Contracting Officer to discuss the Contractor's safety program and to review the Accident Prevention Plan and Activity Phase Hazard Analysis Plan for the first phase of work.

c. Subsequent jobsite safety meetings shall be held as follows:

(1) A safety meeting shall be held at least once a month, documented with subject and attendees, for all supervisors on the project to review past activities, to plan ahead for new or changed operations and to establish safe working procedures to anticipated hazards. An outline report of each monthly meeting shall be submitted to the Contracting Officer.

(2) At least one safety meeting shall be conducted weekly, or whenever new crews begin work, by the appropriate field supervisors or foremen for all workers. An outline report of the meeting giving date, time, attendance, subjects discussed and who conducted the meeting shall be prepared and furnished to the Contracting Officer.

3.2 PHILADELPHIA DISTRICT LIBERTY FROM ACCIDENTS PROGRAM

The Philadelphia District Liberty from Accidents Program is hereby incorporated as part of these specifications. The Liberty from Accidents Program rewards Contractors who exceed safety standards. The program provides local and District-wide awards on a quarterly and annual basis.

a. The Contractor will be evaluated for awards and the final performance evaluation in safety on the frequency rate for the project. The frequency rate is calculated by the following equation: frequency = (number of lost time accidents x 200,000) divided by the number of man-hours for the project. The Contractor shall have a proactive safety plan as outlined in the Liberty from Accidents Program.

b. The Contractor evaluation procedure for the safety category shall be as follows:

RATING	CONTRACTOR FREQUENCY RATE
Outstanding	Less than or equal to 0.25.
Above Average	Greater than 0.25 but less than or equal to 0.75.
Satisfactory	Greater than 0.75 but less than or equal to 1.0.
Marginal	Greater than 1.0 but less than or equal to 1.25.
Unsatisfactory	Greater than 1.25.

Extenuating circumstances will be considered to change the safety rating in limited situations.

3.3 ACCIDENTS

Chargeable lost-time accidents are to be investigated by both the Contractor and the Contracting Officer.

3.3.1 Accident Reporting

Section II of EM 385-1-1 and the Contract Clause entitled: ACCIDENT PREVENTION are supplemented as follows. The prime Contractor shall report on ENG FORM 3394, all injuries to employees or to subcontractor employees that result in lost time, and all damage to property and/or equipment in

excess of $2,000 per incident. Verbal notification of such accidents shall be made to the Contracting Officer within 8 hours of occurrence. A written report utilizing ENG FORM 3394 shall be submitted to the Contracting Officer within 24 hours following such accidents. The report shall include the following:

a. A description of the circumstances leading up to the accident, the cause of the accident, and corrective measures taken to prevent recurrence.

b. A description of the injury and name and location of the medical facility rendering examination and treatment.

c. A statement as to whether or not the employee was permitted to return to work after examination and treatment by the medical facility, and if not, an estimate or statement of the number of days lost from work. If there have been days lost from work, the employee must be re-examined and declared fit to resume work as of the date of the report.

3.4 OSHA REQUIREMENTS

3.4.1 OSHA 200 Log

A copy of the Contractor's OSHA 200 Log of Injuries shall be submitted in accordance with the Paragraph entitled: SUBMITTALS.

3.4.2 OSHA Inspections

The Contractor shall immediately notify the Contracting Officer when an OSHA Compliance Official (Federal or State representative) presents credentials and informs the Contractor that the workplace will be inspected for OSHA compliance. The Contractor shall also notify the Contracting Officer upon determination that an exit interview will take place upon completion of the OSHA inspection.

3.5 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the sponsoring organization, e.g. ASTM B 564 Nickel Alloy Forgings. However, when the sponsoring organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the organizations whose publications are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the sponsoring organization should be ordered from the source by title rather than by number.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9585
Fax: 610-832-9555
Internet: www.astm.org
NOTE: The annual ASTM Book of Standards (66 Vol) is available for $3500.00. Prices of individual standards vary.
AOK6/99

CODE OF FEDERAL REGULATIONS (CFR)

Order from:
Government Printing Office
Washington, DC 20402
Ph: 202-512-1800
Fax: 202-275-7703
Internet: http://www.pls.com:8001/his/cfr.html
AOK6/99

CORPS OF ENGINEERS (COE)

Order from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2571
Fax: 601-634-2506

NOTE: COE Handbook for Concrete and Cement (Documents w/prefix CRD-C) (1949-present; 2 Vol) free to Government offices; $10.00 plus $8.00 per yr for 4 qtrly supplements to others). Individual documents, single copies free. Order from address above.
AOK6/99

DEPARTMENT OF TRANSPORTATION, NEW JERSEY (NJDOT)

Configuration Management
E&O Building, 1st Floor
1035 Parkway Avenue
CN 600
Trenton, NJ 08625-0600
Ph: 609-530-5587
Internet:
http://www.state.nj.us/transportation/cpm/NJDOT%20Standard%20Specifications/standard_specs.htm

USACOE ENGINEERING CIRCULARS (EC)

USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
AOK6/99

USACOE ENGINEERING MANUALS (EM)

USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
AOK6/99

NAVAL SEA SYSTEMS COMMAND (NSSC)
Defense Distribution Depot Susquehanna PA
(BLDG 05 for unclassified pubs/docs)
(BLDG 208 for classified pubs/docs)
5450 Carlisle Pike
Mechanicsburg, PA 17055-0789
Ph: 215-697-4374 (Cash Sales)
Ph: 215-697-2237 (Custimer Service)
AOK6/99

U. S. ARMY CORPS OF ENGINEERS (PHILADELPHIA DISTRICT)

U.S. Army Corps of Engineers
Philadelphia District
Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390

-- End of Section --

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

SECTION 01100

DIVING SERVICES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

All diving performed under this contract shall be in strict accordance with the rules and regulations prescribed by 0910-LP-708-8000, (U.S. Navy Diving Manual), 29 CFR Part 1910, Subpart T; 29 CFR Part 1915; the EM 385-1-1, Section 30 and ER 385-1-86, except as modified below. A Contracting Officer's Representative, will be designated by the Contracting Officer at the Post Award Conference, to act for the Contracting Officer for all submissions, directions and/or acceptance(s) required under the specifications. There will also be an individual designated as the District Dive Coordinator

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CORPS OF ENGINEERS (COE)

EM 385-1-1	(1996) Safety and Health Requirements Manual
ER 385-1-86	(Jul 94) Engineer Regulation, Government Personnel Diving Operations

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR Part 1910	(1999) Occupational Safety and Health Standards
29 CFR Part 1915	(1999) Safety and Health Standards Applicable to Shipyard Employment

NAVAL SEA SYSTEMS COMMAND (NSSC)

0910-LP-708-8000	(Jan 1999) U.S. Navy Diving Manual, Revision 4

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-08 Statements

Diving Operations Manual;GA,COR

Submit, for review, at least 15 days prior to any diving operations, two (2) copies of a Diving Operations Manual, which shall depict the Contractor's general plan for accomplishing the diving operations required under this contract. The Diving Operations Manual shall be reviewed by the Contracting Officer's Representative prior to commencing of any diving operations under this contract. The Diving Operations Manual shall include the following information as a minimum:

a. A complete copy of 29 CFR Part 1910, Subpart T, and the Contractor's proposed method of complying with each of its pertinent parts.

b. U. S. Navy Standard Air Decompression Table.

c. A sample of the Diving Log sheets to be used under this contract.

d. A sample of the Repetitive Dive Worksheets or equivalent (dive profile method) to be used under this contract.

e. U. S. Navy Table of No-Decompression Limits and Repetitive Group Designation for No-Decompression Air Dives.

f. U. S. Navy Residual Nitrogen Timetable for Repetitive Air Dives.

g. An outline of emergency communications between the dive site and the Contractor's project office (located at the job site); Contractor-furnished portable radios, hardware, telephone hookup, etc.

h. An outline of proposed treatment and emergency evacuation for drowning, gas embolism, decompression sickness, or traumatic injury.

i. Emergency assistance information, including location, telephone numbers, and names of nearest doctor, hospital, emergency ground and air transportation, recompression facilities, and other appropriate medical assistance.

j. An Activity Hazard Analysis Plan, setting forth potential hazards, means of prevention, and actions to be taken should an accident involving the potential hazard occur. Minimum coverage in the Activity Hazard Analysis Plan shall include; means of prevention and procedures for dealing with fire, equipment failure, and adverse environmental conditions, drowning, air embolism, decompression sickness, hypoxia, carbon dioxide excess, carbon monoxide excess, strangulation, various type of squeezing, fouling or entanglement, mechanical injury, overexertion/exhaustion, hypothermia, hyperthermia, currents caused by hydraulic differential through the structure, and electrocution and blowup if dry suits are used.

k. An outline of pre-dive briefings and equipment checkout procedures for daily diving activities under this contract.

l. An outline of qualifications and experience requirements for the dive team members, required under this contract. As a minimum, each team member shall have at least one (1) year of commercial experience in the applicable position; divers shall have completed at least four (4) working dives to the depths required by this contract, using the particular diving techniques and equipment to be used under this contract. Divers shall demonstrate that at least one (1) of the four (4) qualification dives was performed in the last six (6) months prior to the contract award date.

m. An outline of the medical qualifications required for divers to be employed under this contract. As a minimum, each diver shall meet the certification requirements specified in 29 CFR Part 1910, Subpart T and EM 385-1-1, Section30.

n. An outline of diving equipment, maintenance procedures and certification of analysis of air output for diving air supply compressors to be used under this contract. As a minimum, the equipment maintenance procedures shall indicate method of testing, frequency, and repair methods used. Diving air supply compressors' output air shall be in conformance with the following limits: oxygen - 20 to 22 percent by volume, carbon dioxide - 1,000 ppm maximum, carbon monoxide - 20 ppm maximum, total hydrocarbons - 25 ppm maximum, particulates - 5 mg/cubic meter maximum, and have no objectionable odor.

o. An outline of administrative and record-keeping procedures. As a minimum, the outline shall contain (by title of position) job responsibilities, the chain of command, daily briefing and diving safety orientation procedures, log and diving-related record-keeping responsibilities, equipment maintenance and pre-dive equipment checklist, etc.

SD-18 Records

Daily Logs;GA,COR

Submit each day, to the Contracting Officer/District Dive Coordinator fully completed copies of the previous day's Diving Log Sheets and any other work sheets prepared in conjunction with the Diving Log Sheets.

Diving Plan;GA,COR

Submit, for review, at least 10 days prior to any diving operations, three (3) copies of a Project/Task Specific Dive Plan prior to performing any actual dive task or assignment. Each separate Dive Plan will require review and acceptance by the Contracting Officer's Representative prior to commencing any diving required under this contract. A typical Dive Plan (the Contractor may prepare a form with the appropriate subject/item already listed with blank spaces to be filled in as required for each Dive Plan submitted) shall include the following information as a minimum:

a. Dive Plan for: (project and specific tasks).

b. Name of Contractor (and diving subcontractor if required).

c. Contract Number.

d. Date of Dive Plan submission.

e. Name of diving supervisor preparing the Dive Plan.

f. Description of proposed work and diving mission.

g. Approximate time and date dive mission will start.

h. Listing of diving equipment to be used.

i. Name or type of diving platform to be used.

j. Planned depth of dive and maximum depth to bottom.

k. Maximum single dive bottom time for the planned depth of dive for each diver.

l. Listing of special tools or equipment to be used.

m. Materials to be handled or installed.

n. Listing by name each member of the diving team. The first time each diver is employed on the job, the Contractor shall attach to the dive plan a qualification statement and copy of the diver's current medical record, giving the physician's written report and opinion of the diver's fitness for exposure to hyperbaric conditions, including any limitations to such exposure. The required qualifications statement and current medical report shall be in accordance with EM 385-1-1. Diver's qualification statement and medical record need not be attached to subsequent Dive Plans unless a diver's medical report has expired and a new medical report has been submitted.

o. Listing by name each person directly involved in topside assistance/support to the dive team.

p. Listing of information and equipment required at the dive site. The following information and work materials shall be available at the dive site, either referenced in the Diving Operations Manual or work materials furnished by the Contractor: U. S. Navy Standard Air Decompression Table; Diving Log Sheets; Repetitive Dive Worksheets; Table of No-Decompression Air Dives; means of direct emergency communications between the dive site and the Contractor's project office, the Dive Coordinator/Dive Inspector; stop watch or equivalent, as required to monitor times for each diver; standard first aid supplies; litter or tilt board and a manual resuscitator capable of administering oxygen.

q. Listing of information required at the dive site and the project office; local emergency medical assistance names, locations and telephone numbers for ambulance service, hospital, and doctor, emergency medical evacuation assistance for ground and/or air transportation facilities with point of contact names, locations and telephone numbers; nearest emergency medical facility with hyperbaric chamber capable of recompression equivalent to 165 feet of water, with point of contact names, location and telephone numbers.

r. The Dive Plan shall contain the following statement: "If for any reason the diving plan, as accepted, is altered in scope of mission, depth, personnel, or equipment, the Philadelphia District Diving Coordinator shall be contacted in order to review the proposed diving plan revision prior to the actual diving operation." (24 Hrs).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 RESTRICTIONS

Only air-supplied diving within the No-Decompression Limits, using the

previously cited U. S. Navy Diving Tables, will be permitted under this contract, unless otherwise accepted by the Contracting Officer. Any deviation from or modification to the U. S. Navy Diving Tables, proposed by the Contractor, shall be submitted at the time the Diving Operations Manual is submitted, with any such deviation or modification clearly identified for review purposes.

3.2 DOCUMENTS AVAILABILITY

One (1) copy of the accepted Diving Operations Manual (to be kept in D.O.) and one (1) copy of the appropriate accepted Diving Plan shall be available at the dive site while diving operations are underway.

3.3 COORDINATION

All Diving activities shall be conducted with full knowledge and close coordination with the Contracting Officer and Dive Coordinator. Divers shall not enter the water or move from prescribed location without the acceptance of the Dive Inspector or Dive Coordinator.

3.4 PRE-DIVE CHECK

Prior to the dive and at the scene of the dive, the Contractor will meet with the USACE diving inspector and shall insure, as a minimum, the following pre-dive checks are performed:

a. Breathing air tanks contain sufficient air supply to perform the required work, i.e., standby air tanks are on site and full to the capacity (3,000 psi). A pressure reading shall be taken to insure that approximately 3,000 psi of breathing air is contained.

b. All diving equipment shall be checked for proper function prior to diver entry.

c. All necessary safety equipment specified herein before are on site and functioning properly.

d. Lockout/tagout procedures are followed and the diving supervisor is in possession of the key or keys.

e. Crane signals are reviewed and radio communications with the crane operator is functioning properly, when applicable.

f. Welding or cutting procedures are clearly reviewed, the proper welder polarity is set and precautions have been taken to insure that electrocution will not occur.

g. A pre-dive briefing shall be given which includes but is not limited to, the accident management plan, activity hazards analysis, equipment check list, diving logs, diving conditions, and diving procedures.

3.5 DIVE TEAM CREW REQUIREMENTS

The following dive team members are required as the minimum crew manning levels:

Comply with EM 385-1-1, Appendix N, Table III.

3.5.1 Surface-Supplied Air Mode

All working dives requiring communications between the Divers and topside to direct crane load movements, etc., shall be performed in surface-supplied air mode. The minimum crew manning level consists of the In-water Diver, Stand-by Diver, Diver Tender, Radioman/Timekeeper and Dive Supervisor. A member of the crew shall be responsible for radio communications and timekeeping.

Surface-supplied air gear shall include hardwire communications and a diver carried air reserve.

3.6 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the costs of all bid items.

-- End of Section --

SECTION 01300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

SD-01 Data

SD-04 Drawings

SD-08 Statements

SD-09 Reports

SD-13 Certificates

SD-18 Records

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor will also be given the submittal register as a diskette containing the computerized ENG Form 4288 and instructions on the use of the diskette. Columns "d" through "q" have been completed by the Government; the Contractor shall complete columns "a" and "r" through "t" and submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval within 30 calendar days after Notice to Proceed. The Contractor shall keep this diskette up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

Government approval is required for submittals with a "GA" designation;

submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-08 Statements

Review and Complete Submittal Register(ENG Form 4288); GA,COR.

Deviations from Plans and Specifications; GA,COR.

Updated Submittal Register (ENG Form 4288); GA,COR.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURES

At the Pre-Construction Meeting, the Contractor will be notified of those submittals, listed on the Submittal Register, that require approval by the Contracting Officer (CO) and those submittals that shall be submitted directly to the District Officer (DO). Submittals shall be made as follows:

3.5.1 Procedures

3.5.1.1 Submittals for Contracting Officer Representative (COR) Approval

The Contractor shall submit to the Contracting Officer Representative (COR), by the most expedient means, a total of six (6) copies.

3.5.1.2 Submittals for District Office (DO) Approval

The Contractor shall submit to the the District Office (DO), by the most expedient means, a total of seven copies. Six copies shall be submitted to the DO and one copy shall be submitted to the COR. The Contractor shall be responsible for all costs incurred in transmitting the required information for review in the submittal process.

US Army Corps of Engineers
Philadelphia District
ATTN: CENAP-EN-DC
Wanamaker Building

100 Penn Square East
Philadelphia, PA 19107-3390

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Three (3) copies of the submittal will be retained by the Contracting Officer and the remaining copies of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for work specified in this section and all costs in connection therewith shall be included in the costs of all bid items.

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE *(Read instructions on the reverse side prior to initiating this form)*	DATE	TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO.	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____
SPECIFICATION SEC. NO. *(Cover only one section with each transmittal)*	PROJECT TITLE AND LOCATION		CHECK ONE: THIS TRANSMITTAL IS FOR ☐ FIO ☐ GOV'T. APPROVAL

ITEM NO. *a.*	DESCRIPTION OF ITEM SUBMITTED *(Type size, model number/etc.)* *b.*	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. *(See instruction no. 8)* *c.*	NO. OF COPIES *d.*	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE *g.*	VARIATION *(See instruction No. 6)* *h.*	FOR CE USE CODE *i.*
				SPEC. PARA. NO. *e.*	DRAWING SHEET NO. *f.*			

REMARKS	**I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.** _____ NAME AND SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED *(List by Item No.)*	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE

ENG FORM 4025-R, MAR 95 *(ER 415-1-10)*

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.

3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.

4. Submittals requiring expeditious handling will be submitted on a separate form.

5. Separate transmittal form will be used for submittals under separate sections of the specifications.

6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".

7. Form is self-transmittal, letter of transmittal is not required.

8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.

9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other *(Specify)*

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

SUBMITTAL REGISTER
(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION
Beachfill - Great Egg Harbor Inlet and Peck Beach, Ocean City, NJ

CONTRACTOR

SPECIFICATION SECTION
00700

ACTIVITY NO. a.	TRANS-MITTAL NO. b.	ITEM NO. c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERN-MENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
			Cl.52.222-8	Payroll Basic Records & Statements									X			X	COR									
				of Compliance																						
			Cl.52.222-27	Affirmative Action Compliance Plan									X			X	COR									
			Cl.52.228-5	Certificate of Insurance							X					X	COR									

ENG FORM 4288, Jul 96 SPECSINTACT PAGE 1 OF 1 PAGES

SUBMITTAL REGISTER
(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION
Beachfill - Great Egg Harbor Inlet and Peck Beach, Ocean City, NJ

CONTRACTOR

SPECIFICATION SECTION
01060

ACTIVITY NO. a.	TRANS-MITTAL NO. b.	ITEM NO. c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERN-MENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
			1.2	Qualifications					X							X	COR									
			1.2	Accident Prevention Plan					X							X	COR									
			1.2	Activity Phase Hazard Analysis Plan					X							X	COR									
			1.2	Safety Meeting Reports						X					X											
			1.2	Accident Reports						X					X											
			1.2	OSHA 200 Log						X					X											
			1.2	Floating Plant Inspection						X						X	COR									

ENG FORM 4288, Jul 96 SPECSINTACT PAGE 1 OF 1 PAGES

SUBMITTAL REGISTER
(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION
Beachfill - Great Egg Harbor Inlet and Peck Beach, Ocean City, NJ

CONTRACTOR

SPECIFICATION SECTION
01100

ACTIVITY NO. a.	TRANS-MITTAL NO. b.	ITEM NO. c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERN-MENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
			1.3	Diving Operations Manual					X							X	COR									
			1.3	Daily Logs									X			X	COR									
			1.3	Diving Plan									X			X	COR									

ENG FORM 4288, Jul 96 SPECSINTACT PAGE 1 OF 1 PAGES

SUBMITTAL REGISTER
(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION
Beachfill - Great Egg Harbor Inlet and Peck Beach, Ocean City, NJ

CONTRACTOR

SPECIFICATION SECTION
01300

ACTIVITY NO. a.	TRANS-MITTAL NO. b.	ITEM NO. c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERN-MENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
			3.2	Review and Complete Submittal					X							X	COR									
				Register (ENG Form 4288)																						
			3.2	Deviations from Plans and					X							X	COR									
				Specifications																						
			3.2	Update Submittal Register					X							X	COR									
				(ENG Form 4288)																						

SUBMITTAL REGISTER
(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION
Beachfill - Great Egg Harbor Inlet and Peck Beach, Ocean City, NJ

CONTRACTOR

SPECIFICATION SECTION
01312

ACTIVITY NO. a.	TRANS-MITTAL NO. b.	ITEM NO. c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERN-MENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
			1.2	RMS QC Information	X											X	COR									

SUBMITTAL REGISTER
(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION
Beachfill - Great Egg Harbor Inlet and Peck Beach, Ocean City, NJ

CONTRACTOR

SPECIFICATION SECTION
01313

ACTIVITY NO. a.	TRANS-MITTAL NO. b.	ITEM NO. c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERN-MENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
			1.2	Preliminary Construction Progress					X							X	COR									
				Chart																						
			1.2	Final Construction Progress Chart					X							X	COR									

ENG FORM 4288, Jul 96 SPECSINTACT PAGE 1 OF 1 PAGES

SUBMITTAL REGISTER
(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION
Beachfill - Great Egg Harbor Inlet and Peck Beach, Ocean City, NJ

CONTRACTOR

SPECIFICATION SECTION
01380

ACTIVITY NO. a.	TRANS-MITTAL NO. b.	ITEM NO. c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERN-MENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
			1.3	Photography Plan					X							X	COR									
			1.3	Construction Photographs	X										X											
			1.3	Pre-Construction Photographs	X										X											
			1.3	Post-Construction Photographs	X										X											

SUBMITTAL REGISTER
(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION
Beachfill - Great Egg Harbor Inlet and Peck Beach, Ocean City, NJ

CONTRACTOR

SPECIFICATION SECTION
01430

ACTIVITY NO. a.	TRANS-MITTAL NO. b.	ITEM NO. c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERN-MENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
			1.6	Hopper Dredge Basket or Screens		X										X	COR									
			1.6	Environmental Protection Plan									X			X	COR									
			1.6	Government Observer									X			X	COR									
				Accommodations Plan																						

ENG FORM 4288, Jul 96 SPECSINTACT PAGE 1 OF 1 PAGES

SUBMITTAL REGISTER
(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION
Beachfill - Great Egg Harbor Inlet and Peck Beach, Ocean City, NJ

CONTRACTOR

SPECIFICATION SECTION
01440

ACTIVITY NO. a.	TRANS-MITTAL NO. b.	ITEM NO. c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERN-MENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
			1.1	Interim Quality Control Plan					X							X	COR									
			1.1	Final Quality Control Plan					X							X	COR									
			1.1	Qualifications					X							X	COR									
			1.1	Changes to Quality Control Plan					X							X	COR									
			1.1	Daily CQC Report					X							X	COR									
			1.1	Preparatory, Initial, and Final Phase					X							X	COR									
				Meeting Minutes																						

SUBMITTAL REGISTER
(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION
Beachfill - Great Egg Harbor Inlet and Peck Beach, Ocean City, NJ

CONTRACTOR

SPECIFICATION SECTION
01500

ACTIVITY NO. a.	TRANS-MITTAL NO. b.	ITEM NO. c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERN-MENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
			1.6	Temporary Facilities Layout					X							X	COR									
			1.6	Work Plan					X							X	COR									

ENG FORM 4288, Jul 96 SPECSINTACT PAGE 1 OF 1 PAGES

SUBMITTAL REGISTER
(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION
Beachfill - Great Egg Harbor Inlet and Peck Beach, Ocean City, NJ

CONTRACTOR

SPECIFICATION SECTION
02880

ACTIVITY NO. a.	TRANS-MITTAL NO. b.	ITEM NO. c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERN-MENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
			1.6	Equipment Data	X											X	COR									
			1.6	Borrow Area		X										X	COR									
			1.6	Work Plan					X							X	COR									
			1.6	Pumpout Plan					X							X	COR									
			1.6	Accident Prevention Plan					X							X	COR									
			1.6	Test Reports									X			X	COR									

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

SECTION 01312

GOVERNMENT RESIDENT MANAGEMENT SYSTEM

PART 1 GENERAL

1.1 SUMMARY

The Government will be implementing a Resident Management System to assist in the execution of the Government's Quality Assurance program. The Contractor shall provide information to this system on computer disks using the Government-furnished Resident Management System Quality Control (RMS QC) computer program. The Contractor shall enter the information into the RMS QC program and submit it with the final approved Schedule. No contract payment will be made until the entered information is approved by the COR. Throughout this project, the Contractor shall keep this information current and at a minimum furnish the Government an updated disk with each Pay Request. Throughout this project, the Contractor shall provide, at the Contracting Officer's request, any additional information that may be required to implement this system.

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-01 Data

RMS QC Information; GA,COR.

Submit information, as described herein, on computer disks, with final approved Schedule. Provide updates, also as described herein.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 INSTRUCTIONS FOR COMPLETING CONTRACTING PLANNING INFORMATION FORMS

The following detailed information is required to be entered into the Government-furnished RMS QC computer program:

3.1.1 Prime Contractor

a. Abbreviated name.

b. Full name and address.

c. County.

d. Phone and fax numbers.

3.1.2 Prime Contractor Staffing

a. Project Manager and phone number.

b. Superintendent and job phone number.

c. Assistant Superintendent (if any) and job phone number.

d. Contractor Quality Control staff and category assignments.

e. Contractor-scheduled work days.

3.1.3 Contractor Letter Schedule

All correspondence will be serialized using a letter code designation. Recommended format is as follows:

a. Letter from Site Office: XXX-S-

b. Letter from Home Office: XXX-H-

3.1.4 Contract Schedule

The Contractor shall import, either manually or using Standard Data Exchange Format, their approved Schedule into the Contract Schedule Module of the RMS QC computer program.

3.1.5 Subcontractor Information

a. An abbreviated name of the subcontractor.

b. The trade the subcontractor will be working on.

c. The full name of the subcontractor.

d. The street address of the subcontractor.

e. The city, state, and nine digit zip code of the subcontractor.

3.1.6 Planning Features of Work

Section 01400 requires that three phase inspections be performed on all features of work. Included in the RMS QC computer program is a listing of CSI Subdivisions which is suggested for use in determining various definable features of work. The Contractor is requested to select from this listing those features which the Contractor thinks are applicable to this project and annotate how many days prior to start of work the Contractor will hold a Preparatory Inspection for the feature.

Determining which features the Contractor is going to use will be given a great deal of latitude. Subcontractors, for example, may hold a Preparatory Inspection for all their concrete work into various sub-features, like bridge concrete, precast concrete, etc. How many features the Contractor desires to break your job into is up to the Contractor. The key is to recognize the level of control required on any one feature. If the level of control is different, a separate feature of work should be defined. Naturally the more features, the less extensive each Preparatory Inspection will be.

In addition, if there is a feature of work that is not described by one of the selections in the RMS QC computer program, the Contractor may add it to the list.

3.1.7 Planning Pay Activities

Reference is made to the following contract clauses:

a. FAR 52.232-5 titled, "Payments Under Fixed Price Construction Contracts".

b. FAR 52.236-15 titled, "Schedule for Construction Contracts".

The payments clause provides, in part: "The Contractor shall furnish a breakdown of the total construction price, showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments, in such detail as requested by the Contracting Officer." The schedule clause provides, in part: "The Contractor shall prepare a practical schedule showing the order in which the Contractor proposes to perform the work and the dates for starting and completing salient features of the work (including acquiring materials, plant, and equipment)."

On this contract, payment will be based upon approved construction schedule, and pay activities for the purpose of breakdown of the pay request shall be identical to the activities on the progress schedule. The following information must be provided:

a. Activity Number: Numerical identification number assigned to each Pay Activity in the approved schedule.

b. Activity description.

c. Bid Item Number: Each one of the activities in the approved schedule must be tied into a Bid Item in the Bid Schedule. Activities cannot under any circumstances be so general as to require payment under more than one Bid Item.

d. Amount or Quantity: In this field, provide either the dollar amount if the activity is a lump sum activity, or the estimated quantity in CY, LF, etc. if it is a unit price item.

e. Duration Working Days: In this field, provide the number of scheduled working days for this activity based on the activity duration from the Schedule.

f. Feature of Work: Each activity should be grouped under one of the various features of work already selected from the dictionary list.

g. Work Category: Select the work category which best describes the type of work this activity falls into. Allowable work categories include the following:

(1) A - Architectural

(2) E - Electrical

(3) P - Plumbing

(4) M - Mechanical

(5) F - Fire Sprinkler

(6) S - Structural

(7) R - Roofing

(8) C - Civil

(9) T - Safety

h. Subcontractor: For each activity in the approved schedule, the Contractor must indicate by name whether the work is performed by the prime or one of the subcontractors.

i. Project Area: If this contract has specific areas of work, each activity in the approved schedule shall identify what particular area of the contract this activity pertains to.

j. Contract Phase: If this is a phased construction contract, each activity in the construction schedule shall be identified with the particular phase of the contract.

Contract clause title, "Schedule for Contracts", specifies the required date of submission of the schedule. Under no circumstances will any progress payments be made until the Contractor has submitted the above information on disk and it has been approved by the Contracting Officer. The Contractor shall submit an updated RMS QC disk with the Progress Payment Module completed for each Pay Request submitted.

3.1.8 Planning Required Submittals

A partial submittal register for this contract has been prepared on ENG Form 4288 and on the Government-furnished RMS QC disk. This register can be found in Section 01300 SUBMITTAL PROCEDURES.

Items to be submitted must be grouped by specification section. It is not allowable to submit any two or more items from different specification sections.

All items known to require submission should be numbered in the register under their individual CSI Section Number. Items are to be identified numerically commencing with one and increasing as necessary. Once an item has been assigned a number, it will remain with that item for the duration of the contract.

Once an item has been numbered and all backup information has been compiled, the Contractor shall assign the item to a pay activity and a quality control requirement and indicate this activity on the register in the RMS QC computer program. The Contractor shall indicate the procurement period for the material or equipment covered by the item.

Following receipt of the submittal register, the Government will annotate each item into one of two categories:

a. Submit for Approval.

b. For Information Only.

In both cases, the Contractor quality control staff is required to conduct

a thorough review of all information submitted and certify contract compliance.

In the case of submittals annotated For Information Only, the Contractor quality control staff is required to conduct a thorough review and to also assign an action code each item submitted. The quality control representative must also certify contract compliance. The Government will conduct spot reviews of action codes assigned by our quality control representative.

Each submittal will also be assigned a unique Submittal Identification Number using the CSI format number, from the section heading, followed by a numerical designator. Example, 03300-1 or 03300-2, etc. Again, each submittal may only include an item covered under its own specification (CSI) heading number.

In the event an item requires resubmission, usually a result of an "E" Action, requiring resubmission. The re-submittal Identification Number would be 03300-101 and would only include Item 1.

In summary, every submittal will be entered into the Transmittal Log in the Government Furnished RMS QC computer program and will include the following information:

a. Applicable Specification section.

b. Submittal Identification Number.

c. Item description.

d. Paragraph specifying technical requirements of item.

e. Pay Activity Number of each item.

f. CQC verification and certification.

g. Completed Action Code (Information Only Submittals).

3.1.9 Planning CQC Testing

The Contractor is required to review and plan all CQC testing required during the course of this contract. Examples of required tests include items such as hydrostatic pressure tests, performance testing of electrical systems, soil density test requirements, etc.

For each test anticipated, the Contractor shall provide the following:

a. Test description.

b. Specification section.

c. Specification paragraph.

d. Schedule Activity Number which requires test.

e. Identify who will perform the test.

3.1.10 Planning User Schooling

The contract requires instructional periods and user schooling sessions to be accomplished. For each of the required training sessions or instructional periods, the Contractor is to provide the following:

a. Description of the schooling session.

b. Specification section requiring this session.

c. Specification paragraph.

d. Pay Activity on the schedule for each schooling entry.

3.1.11 Planning CQC Report Content

Reference is made to the following:

a. FAR 52.246-12, Inspection of Construction.

b. Specification Section 01440, CONTRACTOR QUALITY CONTROL.

The above referenced provisions require the Contractor to, in part, maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements, and maintain complete inspection records and make them available to the Government. The above provisions also require the Contractor to submit to the Government a daily Contractor Quality Control Report. Items required within this report include:

a. Weather conditions.

b. Job delays.

c. Verbal instructions given by the Government.

d. Notices of change orders or claims.

e. Inspections and meetings held.

f. Manpower staffing.

g. Lists of equipment in operations.

h. Notifications on three phase inspections.

i. Activities in progress.

j. Contractor quality control testing accomplished.

k. Schooling accomplished.

i. Installed property incorporated into the job.

m. Transfer property received or turned over.

n. Deficiencies corrected.

o. Safety inspections accomplished.

The Contractor may use the Daily Quality Control Report Module included in

the Government-furnished RMS QC Program to enter and print out the above information. Any report format selected by the Contractor shall include the above information as a minimum and shall be submitted in paper form in accordance with Section 01440 CONTRACTOR QUALITY CONTROL.

3.1.12 Planning Installed Property

Installed property includes all major pieces of installed equipment such as air handling units, compressors, pumps, transformers, etc. These items and equipment and fixtures are generally contained in equipment schedules in the mechanical and electrical sections of the Contract Drawings.

Contract specification paragraph titled, Pricing of Contractor Furnished Property, requires the Contractor to furnish unit prices and descriptive data for property record purposes of fixtures and equipment furnished and installed under this contract. As a minimum, the Contractor shall provide the following for subject equipment:

a. Item description.

b. Pay Activity number.

c. Manufacturer, model, serial number.

d. Location.

e. Motor HP, volts, ph, amps, etc.

f. Quantity.

g. Unit cost.

3.2 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the costs of all bid items.

-- End of Section --

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

SECTION 01313

CONTRACTOR-PREPARED CONSTRUCTION PROGRESS CHART

PART 1 GENERAL

1.1 SUMMARY

The work specified in this section consists of the preparation of a construction progress chart by the Contractor for the contract work.

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-08 Statements

Preliminary Construction Progress Chart; GA,COR.

Six copies of a preliminary construction progress chart defining the Contractor's planned operations during the first 60 calendar days shall be submitted within 10 days after receipt by the Contractor of the notice to proceed. The Contractor's general plan for the balance of the contract period shall be indicated. Cost of activities expected to be completed or partially completed before submission and approval of the entire schedule shall be included.

Final Construction Progress Chart; GA,COR.

Six copies of the complete final construction progress chart consisting of the detailed analyses (on-site manpower loading schedule and equipment schedule) and flow charts shall be submitted within 40 calendar days after receipt by the Contractor of the notice to proceed.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 CONSTRUCTION PROGRESS CHART

The construction progress chart to be prepared by the Contractor pursuant to the clause entitled: SCHEDULES FOR CONSTRUCTION CONTRACTS shall be as described below. In preparing the chart, the scheduling of construction is the responsibility of the Contractor. The requirement for the progress chart is included to assure adequate planning and execution of the work and to assist the Contracting Officer in appraising the reasonableness of the proposed schedule and evaluating progress of work.

3.1.1 General

A copy of the Construction Progress Chart - ENG Form 2454, including preparation instructions, is attached hereto. Additional instructions

regarding the preparation of this chart will be provided at the Contractor Quality Control Coordination Meeting. The size of the chart shall be a minimum of 11 by 17 inches. Any updated chart shall show the date of the latest revision.

3.1.2 Summary Progress Chart

The summary construction progress chart shall show the order and interdependence of all major work items and the sequence in which the work is to be accomplished as planned by the Contractor. A logical approach shall be followed to show all items which can be accomplished concurrently and those items which need to be done in succession. The "critical path" of those work items governing the contract duration shall also be clearly indicated on the chart.

3.1.3 Detailed Progress Chart

Detailed work items shall be shown on a detailed or supplemental chart. In addition to the basic work items, submittal and approval of shop drawings, procurement of critical materials and equipment, and fabrication of special items, including testing and installation, shall be shown on the chart. All activities of the Government that will affect progress and contract required dates for completion of all or parts of the work shall also be shown. The detail of information shall be such that duration times of items shall range from 3 to 30 days, with not over 2 percent of the items exceeding these limits.

3.2 REVISED PROGRESS CHARTS

The Contractor shall participate in a review and evaluation of the proposed construction progress charts with the Contracting Officer. Any revisions necessary as the result of this review shall be resubmitted for approval by the Contracting Officer within ten calendar days after the review. The approved charts shall then be the schedule to be used by the Contractor for planning, organizing, and directing the work, and for reporting progress. If the Contractor thereafter desires to make changes in the method of operating and scheduling, he shall notify the Contracting Officer in writing stating the reasons for the changes. If the Contracting Officer considers these changes to be major, he may require the Contractor to revise and resubmit for approval, without additional cost to the Government, the affected portion of the approved construction progress charts to show the effect on the entire project. A change may be considered major in nature if the time estimated to be required or actually used for a work item or the sequence of work items is varied from the original schedule to a degree that a reasonable doubt exists as to the Contractor meeting the contract completion date.

3.3 PROGRESS REPORTS

The Contractor shall submit progress reports at least once a month, consisting of four copies of the approved charts showing actual construction progress. Revisions resulting in changes to the approved construction progress charts shall be noted on the approved charts.

3.3.1 Progress Payment Information

Progress reports shall show the work items or portions of work items completed during the reporting period and their total value as the basis for the Contractor's progress payment request. Payment made pursuant to

Contract Clause entitled: PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS will be based on the total value of such work items completed or partially completed after verification by the Contracting Officer. The report shall state the percentage of the work actually completed and scheduled as of the report date and the progress of work in terms of days ahead or behind the scheduled dates. The Contractor shall also submit a narrative report with the updated construction progress chart which shall include, but not be limited to, a description of the problem areas, current and anticipated delaying factors and their impact on the schedule, and an explanation of corrective actions taken or proposed.

3.4 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for work specified in this section and all costs in connection therewith shall be included in the costs of all bid items.

INSTRUCTIONS FOR PREPARATION OF CONSTRUCTION PROGRESS CHART, ENG FORM 2454

The bar chart should indicate sufficient detail to reveal how the contractor plans to meet the required completion date or dates. Details shall include all salient features of the contract and each feature having a separate completion date must be identifiable in the chart. The following detailed instructions are for assisting the contractor in preparing initial or revised charts. The various headings and columns of the sample form (page and) have been identified by figures and parenthetical letters and the following instructions are identified accordingly (parenthetical letters will not be shown on regular chart):

Block 1.	Name of contractor as shown in the contract.
Block 2.	Complete contract number as shown in the contract.
Blocks 3 and 4.	Name and location as shown in the contract.
Block 5.	Description as shown in the contract.
Blocks 6, 7, and 8.	To be signed by official representative of the contractor and by the Resident Engineer with space provided for approval by the Area Engineer.
Column (a).	Principal Contract Features. List here the principal salient features of the contract such as building, site preparation, concrete, masonry, structural steel, roofing, interior finishing, mechanical, electrical, paving, seeding, etc.
Column (b).	Line Item. Show "Line Item No." to which each feature or bar graph applies as indicated on ENG Form 3013 (Work Order) which is supplied each Field office by the District Office.
Column (c).	Weight. Divide the amount shown in Column (d) for each principal feature by the total (f) in Column (d).
Column (d).	Estimated Cost. List the amount.
Column (e).	Insert the appropriate months covering the limits of the contract, using the vertical lines as a period for each month. This scale is to be used on all charts.
Item (f).	Show totals for "Wt." and "Estimated Cost" columns.

Item (g). Draw in open bar graphs for "Scheduled" progress to indicate the starting and completion dates for each feature shown under Column (a). Percentages are to be indicated above the bar graph for each 30-day interval. See explanation of Construction Progress chart on page

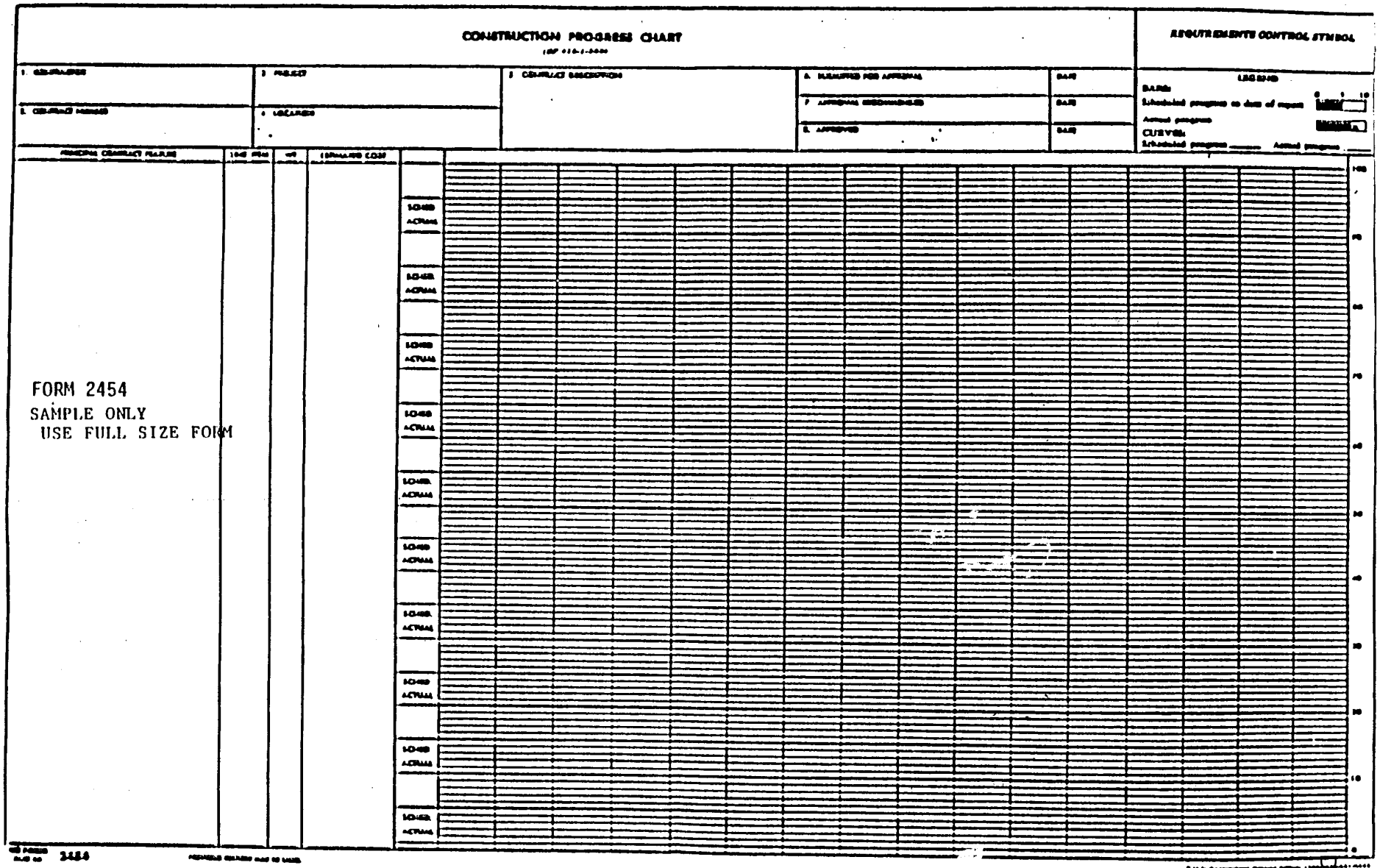
Item (h). Show scheduled contract starting date. The starting date is the date following the date of acknowledgement of receipt of Notice to Proceed by the contractor.

Item (i). Show scheduled completion date or dates for the various features to be completed as specified in Paragraph 1 of the Special Provision in the specifications.

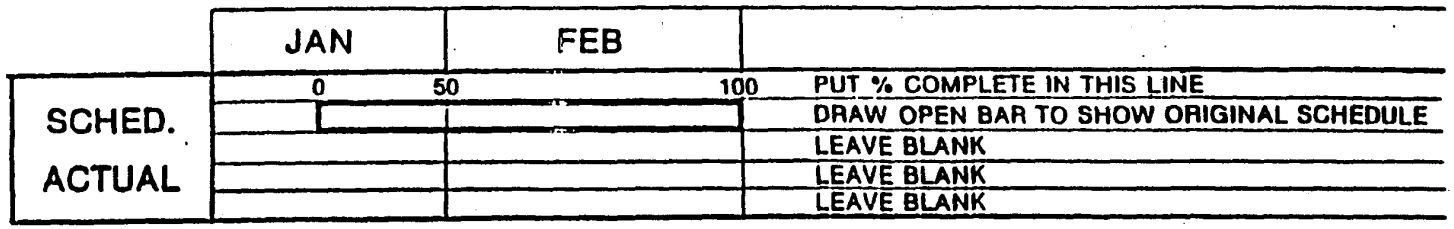
Item (j). The curve for scheduled progress is shown as a solid black line whereas actual progress is shown as a broken line. The method by which each point on the curve may be as follows: For each contract feature multiply the "Wt." value shown in Column (c) by the percent shown on the bar graph for the specific date; the total of the figures thus computed for all the principal features on the same date will indicate the value to be plotted for the curve on that date.

Item (k). Chart on Page (Revised Chart). List all "Approved Modifications" by number, each one as a principal feature under Column (a). A revised chart will be submitted only when the monetary value of the approved modifications amounts to approximately ten percent of the existing total contract amount, or when an executed modification changes the contract duration or extends the contract time. All approved modifications are to be listed as separate principal features, and not combined with any of the original principal features, except that minor modifications not materially affecting the scope of work may be grouped together. A brief identification of the work involved under each approved modification should be shown in parentheses following the modification number. Modifications involving time extensions only will be shown also with the number of days allowed shown in parentheses after the modification numbers.

Item (l). For each reporting period the open bar graphs will be filled in as shown on chart

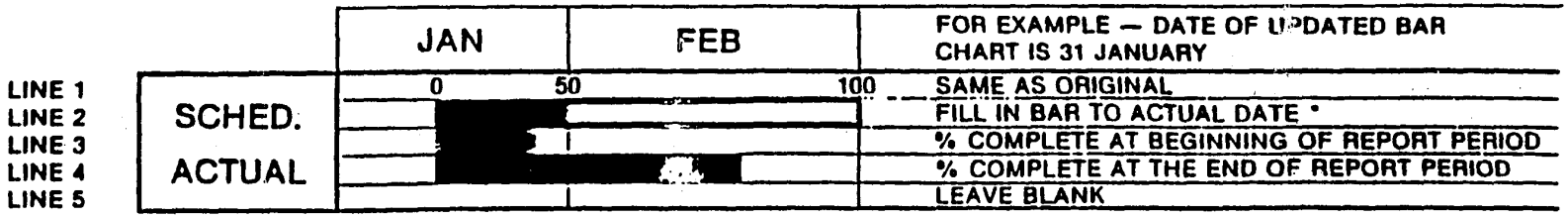

CONSTRUCTION PROGRESS CHART
REQUIREMENTS CONTROL SYMBOL
FORM 2454
SAMPLE ONLY
USE FULL SIZE FORM
2454

EXPLANATION OF CONSTRUCTION PROGRESS CHART



ORIGINAL BAR CHART

NOTES: PUT A % COMPLETE NUMBER AT EACH 30 DAY VERTICAL LINE DURING DURATION OF ITEM. (OR ANY APPROPRIATE LABELING OF %)



UPDATED BAR CHART

NOTES:
1. THIS EXAMPLE SHOWS A CONTRACTOR AHEAD OF SCHEDULE.
2. IF LINE 4 WAS SHORTER THAN LINE 2 THEN CONTRACTOR IS BEHIND SCHEDULE.
3. IF THIS IS FIRST UPDATE SINCE ORIGINAL LEAVE LINE 3 BLANK.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

SECTION 01380

CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.1 SUMMARY

The work specified in this section includes construction photographs consisting of prints and slides showing the pre-construction condition, post-construction condition, and progress of work during the contract period.

1.2 REFERENCES (Not Applicable)

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-08 Statements

Photography Plan; GA,COR.

The Contractor shall submit for approval each month his photography plan, which shall include the following information: items to be photographed, locations and times.

SD-01 Data

Construction Photographs; FIO,COR

Construction photographs and slides shall be furnished to the Government within 15 days of when they are taken throughout the contract period. One set of prints and slides, and identification information, shall be submitted to the Contracting Officer's Representative at the project office. A second set shall be sent to the Philadelphia District Office at the following address:

U.S. Army Corps of Engineers
Philadelphia District
Design Branch, Civil and Structural Section (CENAP-EN-DC)
Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390

A third set shall be sent to the Philadelphia District Office at the following address:

U.S. Army Corps of Engineers
Philadelphia District
Construction Services Branch (CENAP-EN-CQ)
Contract Administration/Quality Management Section

Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3391

Pre-Construction Photographs; FIO,COR.

Pre-Construction photographs and slides shall be furnished to the Government within 10 calendar days of when they are taken. These shall be performed as close as possible to the beginning of construction work. The Contractor shall provide 3-inch, 3-ring binders and plastic photo-holder pages with the first submission. The plastic holders shall hold the size of photos submitted. Separate pages with appropriately sized holders for slides shall also be provided.

Post-Construction Photographs; FIO,COR.

Post-Construction photographs and slides shall be furnished to the Government within 10 calendar days of when they are taken. These shall be done immediately after the end of construction work. The photos and slides shall be submitted in plastic photo-holder pages as described above.

1.4 QUALITY ASSURANCE

All photography shall be performed by a qualified, established commercial photographer.

1.5 GENERAL REQUIREMENTS

1.5.1 Prints

Prints shall be 8" x 10", color, on single weight paper with smooth surface, glossy finish. Identification information on back of each print shall include: name and location of project, item/action being photographed, General Contractor, orientation of view, date and time of exposure, and name and address of photographer. Prints shall be provided in plastic photo-holder pages as described above.

1.5.2 Slides

Slides shall be 35mm, color, with each identified by a number on the slide referenced to a printed listing containing the same identification information as used for the prints. Slides shall be provided in plastic pages as described above.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PHOTOGRAPHY

A minimum of 15 photographs shall be taken each month. The Contractor shall submit three color prints and three accompanying mounted slides for each photograph showing the progress of work at the following times during the contract period:

a. Prior to commencement of work the Contractor shall photograph the existing conditions of the work site. This item shall include photographs of all property adjacent to the work site as necessary to clearly document

existing conditions.

b. During the progress of the work, such as at the start and completion of the definable features of work.

c. After completion of the work the Contractor shall photograph the site from the same locations used to determine the existing conditions prior to construction.

d. Special events throughout the contract period as directed by the Contracting Officer's Representative.

3.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the cost of all bid items.

-- End of Section --

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

SECTION 01430

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SUMMARY

This section covers the furnishing of all labor, material and equipment and performing all work required for the protection of the environment during construction operations except for those measures set forth in other sections of these specifications.

1.2 REFERENCES (Not Applicable)

1.3 GENERAL

For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land resources and involves noise, solid waste-management and management of other pollutants. In order to prevent, and to provide for abatement and control of any environmental pollution arising from the construction activities in performance of this contract, the Contractor and his subcontractors shall comply with all applicable Federal, state, and local laws and regulations and shall obtain all necessary permits required by same.

1.4 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any non-compliance with the aforementioned Federal, state, or local laws or regulations. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. The Contractor shall, after receipt of such notice, immediately inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of a claim for extension of time or for excess costs or damages by the Contractor.

1.5 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

1.6 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-04 Drawings

Hopper Dredge Basket or Screens; GA,COR.

Drawings showing the design and method of fabrication of the basket or screen used for hopper dredging as specified shall be submitted for approval prior to the commencement of dredging activities.

SD-18 Records

Environmental Protection Plan; GA,COR.

Prior to commencement of the work, the Contractor shall submit to the Contracting Officer for approval his proposed environmental protection plan. This shall be followed by a meeting with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan for environmental protection will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants.

Government Observer Accommodations Plan; GA,COR.

Prior to commencement of dredging work, the Contractor shall submit to the Contracting Officer for approval his proposed Government observer accommodations plan as specified in this section.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION OF LAND RESOURCES

3.1.1 General

The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his construction activities to areas defined by the plans and specifications. The following additional requirements are intended to supplement the requirements of the Contract Clauses.

3.1.2 Prevention of Landscape Defacement

Except in areas indicated on the plans or specified to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without the authority of the Contracting Officer. Ropes, cables, or guys shall not be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized. Where such special emergency use is permitted, it shall be performed in such a manner as to avoid damage to the trees. The Contractor shall in any event be responsible for any damage resulting from such use. Where the possibility exists that trees may be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment or operations, the Contractor shall adequately protect such trees. Stone, earth or other material that is displaced into uncleared areas shall be removed. Monuments and markers shall be protected before construction operations commence.

3.1.3 Restoration of Landscape Damage

Any dune grassed areas or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored to a condition satisfactory to the Contracting Officer. Any disturbed dune grassed areas shall be replanted as directed by the Contracting Officer.

3.1.4 Location of Storage Facilities

Contractor's storage and other construction buildings, which are required in the performance of the work, shall be located upon cleared portions of the job site and shall require the written approval of the Contracting Officer. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of buildings. Where buildings or platforms are constructed on sidehills, the Contracting Officer may require cribbing to be used to obtain level foundations. Benching or leveling of earth may be permitted, depending on the location of the proposed facility.

3.1.5 Post Construction Cleanup or Obliteration

The Contractor shall obliterate all signs of temporary construction facilities, excess materials, or any other vestiges of construction as directed by the Contracting Officer. The area will be restored to near natural conditions which will permit the growth of vegetation thereon.

3.2 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Contracting Officer so that proper authorities may be notified.

3.3 PROTECTION OF SINDIA SHIPWRECK

The Contractor shall take all necessary actions to insure protection of the Sindia shipwreck at the location shown on the drawings, and shall ensure that all employees are aware of the presence of the shipwreck. The Contracting Officer shall be immediately notified of any visible change that has occurred to the shipwreck both before and during beachfilling for the duration of the contract period. The Contractor shall be responsible for taking any additional action, as directed, to insure adequate protection of the Sindia shipwreck.

3.3.1 Sindia Ship Data

The following data on the ship is available for the Contractor's information:

Ship weight: approximately 3,000 tons,
Ship length: 329 feet,
Ship beam: 45 feet,
Location: between 16th and 17th Streets, approximately 150 yards offshore, at the location shown on the drawings.

3.4 PROTECTION OF WATER RESOURCES

3.4.1 General

The Contractor shall not pollute any river, inlet, or ocean with fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides or other harmful materials. The Contractor shall investigate and comply with all applicable Federal, state, county, and municipal laws concerning pollution of rivers, inlets, and oceans.

3.4.2 Disposal

Disposal of any debris resulting from the contract work and any wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in or adjacent to the work area will not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated, disposed of as directed by the Contracting Officer, replaced with suitable fill material, compacted, finished, and planted as required to reestablish vegetation.

3.5 PROTECTION OF FISH AND WILDLIFE

3.5.1 General

The Contractor shall at all times perform all work and take such steps required to minimize interference with or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the work area which, in the opinion of the Contracting Officer, are critical to fish and wildlife. The Contractor shall anticipate orders to stop work at the discretion of the Contracting Officer if any fish or wildlife are endangered by construction activities.

3.5.2 Piping Plover

The Contractor shall take all necessary actions to insure protection of the piping plover bird, which is a Federal endangered species. The piping plover nesting season begins on or about 1 April and ends on or about 31 August. The Contractor shall ensure that all employees are aware of the potential presence of an endangered species and are provided sufficient information describing the piping plover. The Contracting Officer shall be immediately notified if any piping plovers are sited in the vicinity of the project area. The Contractor shall be responsible for establishing a minimum of 300 foot buffer zone between all project activities and active piping plover nests, or other protective measures specified by NJDEP and the Contracting Officer. Any areas identified as piping plover nesting sites shall be protected by the Contractor through the use of signs and temporary barriers as directed by the Contracting Officer. These areas shall be OFF LIMITS to all construction personnel and equipment. The Contractor shall be responsible for taking any additional action, as directed, to insure adequate protection of the piping plover.

3.5.3 Whale Monitoring (Hopper Dredging Only)

The Contractor shall have a NFMS and COE approved turtle/whale monitor on board to observe for the presence of whales and turtles during all dredging activities in this contract. The presence of any whales or turtles will be recorded on the Daily Report of operations form, as well as the monitoring forms that will be supplied.

3.5.4 Sea Turtle Modifications (Hopper Dredging Only)

The intent of the following requirements are to monitor and document the presence of and document the effect of dredging on sea turtles. The intent of the following requirements is not to stop the dredging operations upon the encounter with sea turtles.

3.5.4.1 General (Hopper Dredging Only)

The Contractor, will place aboard the Contractor's dredge, a Government approved observer to monitor for the presence of sea turtles and/or sea turtle parts being pulled into the hopper during dredging operations. The Contractor shall notify the Contracting Officer of the dredging starting date, seven calendar days prior to the commencement of dredging operations. The Contractor shall not perform dredging operations unless the Government approved observer is aboard the Contractor's dredge and baskets or screening have been approved and installed. The Contractor shall provide a private sleeping quarter and a private bathroom and private shower facility, for the exclusive use by the Government approved observer. The Contractor shall also provide accommodations and meals for the observer in accordance with SPECIAL CLAUSE: ACCOMMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS; and transportation for the observers in accordance with SPECIAL CLAUSE: INSPECTION. These requirements shall be in addition to those for the government inspectors.

3.5.4.2 Hopper Dredge Modifications

a. Baskets or Screens: The Contractor shall install baskets or screening over the hopper inflow and overflows. The baskets or screening shall have openings of approximately 4 inches by 4 inches. Dredges not capable of screening both hopper inflow and overflow will not be acceptable under this contract. The design and method of fabrication will depend on the construction of the dredge used and shall be subject to the approval of the Contracting Officer. The screening or baskets shall provide 100 percent coverage of all dredged material for hopper inflow or overflow. The baskets or screening shall remain in place during all dredging operations.

b. Floodlights: The Contractor shall install and maintain floodlights to allow the Government observers to safely monitor the baskets or screening.

c. Freezer: The Contractor shall provide sufficient space in a freezer aboard the dredge for storing dead sea turtles or any turtle parts collected during the dredging operations.

3.5.4.3 Special Dredging Operating Requirements (Hopper Dredging Only)

The Contractor shall allow sufficient time between each dredging cycle for the Government observers for: inspection of the baskets or screens for turtles and/or turtle parts; documentation; and collection and labeling of any dead turtle or turtle parts for freezing.

3.6 DISPOSAL OF DEBRIS

All debris resulting from construction operations on this contract shall be removed from the work site and disposed of at the Contractor's expense. Such disposal shall comply with all applicable Federal, state, and local laws. Such materials shall be removed from the site of the work before the date of completion of the work under these specifications.

3.7 MAINTENANCE OF POLLUTION, EROSION AND SEDIMENTATION CONTROL FACILITIES

DURING CONSTRUCTION

During the life of this contract, the Contractor shall maintain all facilities constructed for pollution, erosion and sedimentation control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. During the construction period, the Contractor shall conduct frequent training sessions on environmental protection. The curricula should include methods of detecting and avoiding pollution; familiarity with pollution standards, both statutory and contractual; and installation and care of vegetative covers, plants and other facilities to prevent and correct environmental pollution.

3.8 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured separately for payment and all costs in connection therewith will be included in the cost of all the bid items.

-- End of Section --

SECTION 01440

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-08 Statements

Interim Quality Control Plan; GA,COR.

Interim quality control plan shall be submitted not later than 10 days after receipt of notice to proceed, and prior to the start of work, to cover the first 30 days of operation.

Final Quality Control Plan; GA,COR.

Final quality control plan shall be submitted within first 30 days of operation.

Qualifications; GA,COR.

Qualifications of CQC System Manager, Alternate CQC System Manager, and other CQC Personnel as specified herein.

Changes to Quality Control Plan; GA,COR.

Contractor shall notify Contracting Officer, in writing, of any proposed change to the CQC Plan or personnel.

Daily CQC Report; GA,COR.

Submitted within 24 hours after the date covered by the report.

Preparatory, Initial, and Final Phase Meeting Minutes; GA,COR.

Minutes to be attached to the Daily Quality Control Report for the day of the meeting.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the

Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Mobilization and Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01300 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to mobilization to the site and the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 10 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies

in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 10 years in related work. This CQC System Manager shall be on the site at all times during construction and will be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager.

3.4.3 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at the Corps' Resident/Field Offices at a cost to the Contractor of $25 per person.

3.4.4 Organizational Changes

The Contractor shall maintain his CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS

Submittals shall be made as specified in Section 01300 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications.

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum

acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of $1600 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers, f.o.b., at the following address:

For delivery by mail: U.S. Army Corps of Engineers
Philadelphia District
Attn: CENAP-EN-C
Wanamaker Building
100 Penn Square East
Philadelphia, Pennsylvania
19107-3390

For other deliveries: Same as Above

3.8 COMPLETION INSPECTION

At the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct a completion inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by

paragraph below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second completion inspection to ascertain that all deficiencies have been corrected. Once this is accomplished the Contractor shall notify the COR. The completion inspection and any deficiency corrections required by this paragraph shall be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

e. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.12 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith will be included in the cost of all bid items.

(Sample of typical Contractor Quality Control Report)

CONTRACTOR"S NAME
(address)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Contract No. _____ Date _____

Project Name _____ Report No. _____

Weather _____

Phases of Construction in Progress (Give briefly only phase or phases of work in progress)

Material and/or Equipment Delivered to Site (Including equipment demob)

Inspection Made (Include negative inspections, phase of in-progress construction work inspected and all deficiencies noted during inspections)

Preparatory

Initial

Follow-up

Tests Performed and Results or Tests (including results of tests taken on previous dates)

Verbal Instructions Received (List any instructions given by Contracting Officer personnel on construction deficiencies, retesting required etc., with action to be taken)

Changed Conditions/Delays/Conflicts Encountered

Remarks

SIGNATURE _____
Quality Control Inspector

Contractor's Verification: The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract and specifications except as noted above, and job safety and health requirements are in accordance with the USACE Safety and Health Requirements Manual EM 385-1-1.

_____
Contractor's Approved Authorized Representative

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

SECTION 01500

TEMPORARY CONSTRUCTION

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, materials, plant and equipment, and performing all operations required for the construction of ramps, storage areas, and service facilities needed for execution and completion of the work including the establishment of local contacts. Other work included in this section consists of providing Contractor and Government field offices, safety fence, security fence, and project and safety signs.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

DEPARTMENT OF TRANSPORTATION, NEW JERSEY (NJDOT)

NJDOT Specifications	(1996) Standard Specifications for Road and Bridge Construction

1.3 COORDINATION WITH LOCAL OFFICIALS

The Contractor shall establish contacts and coordinate his activities throughout the contract period with the following local and utility officials:

Point of Contact	Company Name and Address	Phone Number
Wayne Winner	New Jersey American Water 700 New Road P.O. Box 405 Linwood, NJ 08221	609-569-7917

Ronnie Tovine	Connectiv 420 Route 9 North Cape May Court House Cape May, NJ 08210	609-463-3805
Ed Unger	South Jersey Gas Co. 1708 Route 9 North Swainton, NJ 08210	609-465-2900
Rich Gardner	New Jersey Bell 11 South Shore Road Marmora, NJ 08223	609-390-9956
George Savastano, P.E.	Ocean City Director of Public Works 1040 Haven Avenue Ocean City, NJ 08226	609-525-9261

1.4 CONTRACTOR`S ACCESS POINTS AND PARKING

Access to the work area north of 15th street is permitted only at Morningside Avenue. Access to the work area from 15th street south to 36th Street is permitted only at 23rd, 29th, and 34th Streets. Access to the work under Options D, E, and F is permitted only at 29th and 57th Streets. Access to the work under Options G, H, and I is permitted only at Seaview Avenue. The Contractor is required to remove any materials used to stabilize access points for vehicle use. The Contractor shall be responsible for removing and replacing the existing stairs and for protecting the existing bulkheads from damage throughout the entire contract, and shall maintain all access points in accordance with Section 01430 ENVIRONMENTAL PROTECTION of the contract specifications. Any additional parking that the Contractor requires, outside the work limits, shall be coordinated directly with the appropriate officials of Ocean City or Strathmere.

1.5 NOISE RESTRICTIONS

The Contractor shall be required to comply with the Ocean City code regarding noise at all times during the contract period.

1.6 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-08 Statements

Temporary Facilities Layout; GA,COR.

The Contractor shall submit to the Contracting Officer for approval prior to start of work, his plans showing the layout of all temporary facilities including material storage areas, staging areas and the proposed alignment of all safety and security fencing to be used for this contract. The temporary facilities layout shall also show the locations of all ramps and Contractor Access Points to be used for the contract work.

Work Plan; GA,COR.

The Contractor shall submit a work plan to the Contracting Officer for approval prior to the start of work, showing the proposed order of work involving all temporary facilities.

PART 2 PRODUCTS

2.1 EQUIPMENT

2.1.1 Government Field Office

The Government field office shall be new or recently renovated to a like-new condition subject to the approval of the Contracting Officer. The Government field office shall have a minimum floor area of 440 square feet, two locking doors, and partitioned restroom facilities. The Government field office shall have sufficient lighting to supply 150 foot-candles at the desk top level and shall be supplied with 110 volt and 220 volt electrical outlets as required for heating, air conditioning, lighting, water cooler, and other accessories. The Contractor shall provide the Government field office with adequate heat, electricity, light, air conditioning, water, toilet and lavatory facilities.

2.1.2 Office Equipment

The following office equipment shall be provided by the Contractor for the Government field office:

a. Two desks having 60-inch by 30-inch tops, with lockable drawers; two swivel chairs; and two tables with 60-inch by 30-inch laminated tops;

b. One 96-inch by 48-inch conference table with ten chairs;

c. Two telephones with two separate phone lines on each, unlimited calling area, one separate telephone line for computer modem, one telephone answering machine, and one digital cellular phone with voice mail answering capabilities;

d. Two fire resistant, four-drawer, lockable legal size filling cabinet, two sets;

e. Shelf set, two shelves high, each measuring 12-inch deep by 3-feet long, one per desk;

f. Three waste baskets;

g. Electric water cooler and bottled water service for the life of the contract;

h. Vertical filing plan rack for two sets of 28-inch by 40-inch plans each rack;

i. Copier, with self-feed and sorter, including adequate supplies and service agreement;

j. Fax Machine, plain paper, including adequate supplies and service agreement, with dedicated phone line;

k. Two portable two-way marine radios with chargers, Motorola Triton MP+, or approved equal, and shall operate on the Contractor`s working frequencies;

l. IBM-compatible personal computer, with an Intel Pentium Chip III or approved equal, with a clock speed of at least 800 Mhz, at least 10 Gigabytes Hard Drive, 128 megabytes of RAM with a fax/modem (56,000 bps) and a laser jet printer. The following software shall be included: Microsoft Windows 98 (Second Edition), Microsoft Office Professional;

m. Countertop microwave oven, with digital display, turntable, interior light, and a minimum 0.6 cubic feet capacity;

n. Compact refrigerator, with 1.58 cubic foot capacity, and ice tray;

NOTE: All office equipment shall be in new or like new condition.

2.1.3 Safety Fence

Temporary safety fence for the material storage areas shall be 4-foot high plastic fencing, color orange. Fence posts shall meet the requirements of Section 907.02 of the NJDOT Specifications, and all other required accessories as recommended by the fence manufacturer for a complete installation. Moveable concrete fence post bases may be used if approved by the Contracting Officer.

2.1.4 Security Fence

Security fence enclosing the Contractor`s project office, the Government field office, and the Contractor's staging area shall be 8-foot high chain-link fencing with steel or aluminum posts, top and bottom rails, locking gates, and all other required accessories as recommended by the fence manufacturer for a complete installation.

PART 3 EXECUTION

3.1 TEMPORARY CONSTRUCTION

3.1.1 General

The Contractor may construct within the Contractor`s work limit indicated on the contract drawings, subject to the approval of the Contracting Officer, any haul and access roads and on-site plant and facilities as needed for the execution of the work.

3.1.2 Contractor Work Limits

The Contractor shall erect and maintain throughout the contract period a temporary safety fence around all material storage areas and around beachfill outlet pipe work areas. Temporary safety fencing shall be erected to safeguard the public and prevent any public access to the storage and work areas. Prior to the installation of the temporary safety fence, the Contractor shall establish the fence line and provide a plan of location and type of fence to the Contracting Officer for approval. Temporary safety fence shall be erected in accordance with Paragraph: SAFETY FENCE. The fence shall be removed and the area along the fence line shall be restored to its original condition at the conclusion of construction operations.

3.1.3 Removal and Restoration

Removal of all temporary construction and restoration of the work site and access points upon completion of the contract shall be in accordance with the requirements of Section 01430 ENVIRONMENTAL PROTECTION.

3.2 CONTRACTOR'S PROJECT OFFICE

The Contractor shall establish at the site of the work a project office equipped and staffed to efficiently conduct the work under this contract and provide essential information to the Contracting Officer or its authorized representative. The Contractor shall keep at all times at its office a copy of all drawings, specifications, and other pertinent information, and shall at all times give the Contracting Officer access thereto. The Contractor's office shall be equipped with a desk, chair, copying machine, and telephone facilities which shall be available for use by the Contracting Officer.

3.3 GOVERNMENT FIELD OFFICE

3.3.1 The Contractor shall provide and maintain a field office at the project site for the sole use of the Contracting Officer's representatives. The office shall be complete and ready for occupancy not later than 15 days after receipt of notice to proceed, or prior to the transport of any equipment on site. The Government field office shall remain in place 30 days after the final demobilization.

3.3.2 The Contractor shall provide hot and cold potable water, provide for treatment of sewage, and provide permanent electric and telephone services, all in accordance with applicable local municipal, county and state codes. All utility costs arising from the use of the office, including telephone cost, shall be borne by the Contractor.

3.3.3 The Contractor shall provide all janitorial supplies and services for the office facilities to include as a minimum, daily sweeping, dusting, emptying of waste baskets, trash collection, and servicing of toilets and weekly mopping of all floors, sterilization of toilet seats and monthly waxing of all tile floors and washing of windows. The Contractor shall also provide for snow plowing of the parking area, shoveling of walkways, and major maintenance to the office and its utilities.

3.4 SECURITY FENCE

The Contractor's staging areas shall be enclosed by a chain-link security fence, and shall be lighted during hours of darkness. This fence shall enclose and shall include appropriate gates with locks for both vehicles and employees. Posts shall be installed at maximum 10-foot intervals in the ground. Installation of all security fencing materials shall be in accordance with the fence manufacturer's printed instructions.

3.5 PROJECT AND SAFETY SIGNS

The Contractor shall provide and erect no later than 10 days from notice to proceed at the location designated by the Contracting Officer, the project and safety signs shown on the sketches in Section 00840 of this contract.

3.6 SAFETY FENCE

Posts shall be installed at maximum 10-foot intervals in the ground or in

movable concrete bases if approved by the Contracting Officer. Installation of all safety fencing materials shall be in accordance with the fence manufacturer's printed instructions.

3.7 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for work performed under this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

SECTION 02880

BEACHFILL

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, materials, plant and equipment and performing all operations required for removal of the beachfill material from the borrow areas located offshore, as shown on the contract drawings, and placing the material on the beach within the limits as specified herein and shown on the drawings.

1.2 REFERENCES

The following publications form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 422	(1963) (R1990) Particle-Size Analysis of Soils

USACOE ENGINEERING CIRCULARS (EC)

EC 1130-2-210	(1 Oct 1998) Hydrographic Surveying

USACOE ENGINEERING MANUALS (EM)

EM 385-1-1	(1996) Safety and Health Requirements Manual
EM 1110-2-1003	(31 Oct 1994) Hydrographic Surveying

CODE OF FEDERAL REGULATIONS (CFR)

33 CFR 156	(1992) Navigation and Navigable Waters, Oil and Hazardous Material Transfer Operations

1.3 BORROW MATERIAL

1.3.1 Character of Borrow Material

The character of the material to be used for beachfill is believed to be as indicated by the results of Government-conducted sampling. The locations of vibracore holes, grain size distribution curves, vibracore logs, and gradation curves are included on the drawings.

1.3.2 Location of Borrow Areas

1.3.2.1 Borrow Area #1

The location of the borrow area and the limits to which removal of material

is permitted is shown on the drawings. The borrow area to be used for the Base Bid beachfill from Seaview Road to 36th Street, including Options A, B, and C, is located approximately 5,000 feet offshore,on the ebb shoal of the Great Egg Harbor Inlet (Borrow Area #1). The maximum allowable depth for removal of material from the entire borrow area is -23.25 feet NAVD 88. To cover the inaccuracies of the dredging process the Contractor may remove material in this borrow area to a depth not more than 2 feet below the maximum allowable depth. Unless specifically directed by the Contracting Officer, no payment will be made for material removed from below this depth or from outside the borrow area limits, as indicated on the contract drawings.If during the progress of the work it is determined that the borrow area does not contain a sufficient quantity of material for completion of the project, the Contracting Officer may adjust the maximum allowable depth of the borrow area.

1.3.2.2 Borrow Area C1

The location of the borrow area and the limits to which removal of material is permitted is shown on the drawings. The borrow area to be used for Options D, E, F, G, H, and I, if awarded, is located approximately 3,000 feet offshore, northeast of Corson's Inlet (Borrow Area C1). The maximum allowable depth for removal of material from this borrow area is -15 feet NAVD88, and ther is no allowable overdepth. Unless specifically directed by the Contracting Officer, no payment will be made for material removed from outside the borrow area limits, as indicated on the contract drawings. If during the progress of the work it is determined that the borrow area does not contain a sufficient quantity of material for completion of the project, the Contracting Officer may adjust the maximum allowable depth of the borrow area.

1.3.3 Nature of Borrow Areas

The surveys of the borrow areas shown on the drawings are surveys taken during May 2000, for the Ocean City Beach Nourishment project, and are the most recent surveys available. The borrow area conditions are dynamic in nature, and the exact size and location of the ebb shoal will change over time. Therefore the soundings shown on the drawings may not be an accurate representation of the depths and conditions existing at the commencement of dredging operations under this contract. Before-dredging surveys shall be conducted immediately prior to dredging. After-dredging surveys shall be conducted, as specified in Special Clause: QUANTITY SURVEYS, immediately following dredging operations.

1.4 SITE CONDITIONS

Bidders are expected to examine the site of the work in accordance with Contract Clause: SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK to determine the conditions affecting their operations. The entire work site is designated as a hard hat area in accordance with EM 385-1-1. Access to the contractor staging area and beachfill site is available at the locations shown on the drawings. In the areas where boardwalk is located within the Contractor's Work Limit, as shown on the drawings, the Contractor will not be allowed to stage equipment on the boardwalk. The borrow area, located in the vicinity of Great Egg Harbor Inlet, is very dynamic in nature and the area is characterized by a shifting navigation channel. Throughout the dredging operations the Contractor shall maintain close coordination with the U.S. Coast Guard to assure a sufficient navigation channel remains clear.

1.5 FUEL OIL HANDLING

The Contractor shall assure that all fuel oil transfer operations to or from his plant comply with all applicable Federal, State, and municipal laws, codes, and regulations. The Contractor shall incorporate in his accident prevention plan, required under Paragraph "Accident Prevention Plan", sufficient information to demonstrate compliance with 33 CFR 156 and all other applicable laws, codes, and regulations.

1.6 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-01 Data

Equipment Data; GA,COR.

Equipment data shall be submitted to the Contracting Officer, for approval prior to the start of work, indicating that the equipment soil pressure for the grading equipment used within the Restricted Area around Sindia shipwreck is below that specified in Paragraph "Work Within the Restricted Area".

SD-04 Drawings

Borrow Area; GA,COR.

The Contractor shall provide a map of the borrow areas, to scale, with the Contractor's assigned coordinate system to be used to track the dredge location within borrow area. This map will be used by the Government to identify the location of dredging on a daily basis.

SD-08 Statements

Work Plan; GA,COR.

The Contractor shall submit to the Contracting Officer for approval prior to the start of work its plan for removing the material from the borrow area and placing it in the areas shown on the contract drawings. The plan shall be based on the Contractors required before-dredging surveys. The plan shall show the pipeline layout, details of ramps over the pipeline, safety fence locations, personnel to be used to patrol closed beach area, signage, and shall emphasize how the Contractor intends to remove material from the borrow area.

Pumpout Plan; GA,COR.

If a hopper dredge is used for the contract work, the Contractor shall submit to the Contracting Officer for approval prior to the start of work its plan for pumpout of excavated material from the dredge to the beachfill area. The plan shall include the description, dimensions, and location of the proposed mooring facility.

Accident Prevention Plan; GA,COR.

The Contractor shall submit to the Contracting Officer for approval prior to the start of work its plan for accident prevention. The plan shall comply with all provisions of Contract Clause: ACCIDENT PREVENTION and shall emphasize the protection and safety of the general public using the adjacent beach areas. The plan shall show details of any barricades, warning signs, and equipment the Contractor intends to use in the implementation of the accident prevention plan.

SD-18 Records

Test Reports; GA,COR.

Copies of all laboratory and field test reports shall be submitted to the Contracting Officer within one week after completion of each test.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 MAINTENANCE OF DRAINAGE OUTFALLS

The Contractor shall establish and maintain drainage of the outfall pipes at all times throughout the entire contract. Prior to beachfill operations the ends of the outfalls will be posted, enabling them to be readily found after beachfill. During beachfill operations all street drainage must be maintained by the use of pumps until the outfall ends are clear of material. Any material removed from the end of the outfalls shall be placed above mean high water (+1.25 NAVD 88).

3.2 PLACEMENT OF BEACHFILL

3.2.1 General

Beachfill material shall be placed between the groin located at Seaview Road and 36th Street. Beachfill shall only be placed from 36th Street to 59th Street if Option D is awarded and after the work from Seaview Road to 36th Street is completed. Beachfill shall only be placed from Seaview Avenue to groin southeast of Prescott Avenue on Strathmere Beach, if Option E is awarded and after the work from to 36th Street to 59th is completed. Beachfill material shall be placed and shaped to the beachfill template lines, grades, slopes, and elevations shown on the drawings. There shall be no pronounced ridges or wash holes in the final grades and slopes unless otherwise indicated. A vertical tolerance of plus 6-inches will be permitted in the grades and slopes, above elevation -2.75 NAVD 88(mean low water). No minus tolerance will be permitted, except below elevation -2.75 NAVD 88 (mean low water) where the beachfill may be placed at a slope steeper, but not flatter, than the slopes shown on the drawings. The Contractor shall conduct his work operations so that no areas landward of the work limits shown on the drawings are disturbed. A spreader section shall be used at the discharge end of the pipeline for uniform distribution of the beachfill material. Land-based equipment shall be used for grading the beachfill material, except that placement and grading of material beneath existing beach structures and within the Restricted Area shall be as specified in Paragraphs "Placement of Beachfill Beneath Existing Beach Structures" and "Work Within the Restricted Area" respectively.

3.2.2 Restrictions on Beachfill Operations

The Contractor will be allowed to close the beach, utilizing temporary fencing, barricades, and signage, in 1000 foot sections to allow placement of beachfill. Acceptance of beachfill will be made in 1000 foot sections. After acceptance of a section, the Contractor shall advance the closed section of beach. All other sections of the beach, except staging areas, are to remain open to the general public. Ramps over the pipeline must be provided at all street ends and at boardwalk entrances to the beach to allow public access to the ocean. The Contractor shall ensure that any movement of pipeline or equipment is done, with recognition to the public presence, in accordance with the approved Accident Prevention Plan.

3.2.2.1 Dedicated Public Safety Personnel

The Contractor shall provide a minimum of two public safety persons to patrol the perimeter of the closed beach area and direct the public to not enter the construction area. They shall have no other responsibilities. They shall be easily identified by wearing safety vests. These dedicated public safety personnel shall be provided between 8:00 am and 5:00 pm, during active construction operations.

3.2.3 Work Within the Restricted Area

Land-based equipment used for grading the beachfill material, that will operate within the Restricted Area shall be of the type not to produce a soil pressure greater than 6 pounds per square inch. During grading of beachfill material, grading equipment shall not come in contact with the shipwreck. Any damage to the Sindia shipwreck shall be repaired at the expense of the Contractor.

3.2.4 Placement of Beachfill Beneath Existing Beach Structures

Placement and grading of beachfill material by hand may be required beneath existing beach structures. The Contractor shall protect the existing beach structures from damage. Placement of beachfill material beneath structures shall be done in a manner that minimizes the ponding of water. If ponded areas are created due to the Contractor's operations the Contractor shall pump these areas dry at no expense to the Government. Any structures damaged shall be repaired at the expense of the Contractor.

3.2.5 Hydraulic and Hopper Dredges

All pipelines used with hydraulic dredges shall be kept in good condition at all times, and any leaks or breaks shall be promptly repaired. Material excavated by hopper dredge shall be loaded into bins and hoppers. The material shall be pumped directly to the beachfill area by means which shall prevent the loss of any material into the ocean. Special care shall be taken to assure that hoppers do not leak during any phase of the contract work.

3.2.6 Accident Prevention Plan

Barricades, warning signs, and lights shall be provided by the Contractor, subject to the approval of the Contracting Officer as part of the accident prevention plan, for the protection and safety of the public using the adjacent beach areas. The beachfill dredge pipe shall be clearly marked with buoy signs or other signage approved by the Contracting Officer at a distance of 200 feet seaward of the low water line at all locations that the dredge pipe is landed. This sign shall warn the public of the location and danger of the submerged pipe. All barricades, warning signs, and lights

shall be installed prior to the start of any work.

3.2.7 Removal of Stakes and Markers

The Contractor shall remove all stakes, markers, temporary fencing, burlap, piping, or other items used in the construction of the beach immediately after completion and before approval of an acceptance section, or as otherwise directed by the Contracting Officer. All stakes, markers, temporary fencing, burlap, piping, or other items used in the construction that become uncovered after approval of the acceptance section shall be removed immediately.

3.3 CONTRACTOR QUALITY CONTROL

3.3.1 Contractor Reports

The Contractor shall prepare and maintain Daily Report of Operations forms, and shall furnish signed copies thereof with the daily Quality Control Records required in Section 01440 CONTRACTOR QUALITY CONTROL to the Contracting Officer. Copies of the Daily Report of Operations forms to be used are included at the end of that Section. NOTE: The Contractor shall provide mapping of the borrow area, to scale with the Contractor's assigned coordinate system to be used to track the dredge location within borrow area, with the range and stationing used to identify the location of work, as indicated on the Report of Operations forms.

3.3.2 Samples and Testing

The Contractor shall obtain samples of beachfill material from the finished beach at 500 feet intervals not more than two days following placement and final grading of beachfill or as directed by the Contracting Officer and have them tested for grain size distribution in accordance with ASTM D 422. A duplicate sample shall be collected every 1500 feet to be provided to the Corps of Engineers. Samples shall be obtained at approximately elevation +3.75 NAVD 88. The contractor shall collect no more than five samples of beachfill material before sending the sample to the laboratory. All testing shall be performed by an approved laboratory as specified in Section 01440 CONTRACTOR QUALITY CONTROL. The results of each test shall be recorded on ENG Form 2087, a copy of which is included in Section 00865 of this contract. Test results shall be submitted to the Contracting Officer within one week after completion of the laboratory testing.

3.3.3 Form Preparation

Instructions regarding the preparation of all required forms will be provided at the Contractor Quality Control Coordination Meeting.

3.4 GENERAL SURVEY REQUIREMENTS

All land surveys shall be performed under the direction and supervision of a Professional Licensed Surveyor. All hydrographic surveys shall be conducted under the direction and supervision of a Surveyor certified by the American Congress on surveying and Mapping (ACSM) as an In-Shore Hydrographer, or by a Professional Licensed Surveyor with a minimum of 5 years documented experience in a hydrographic surveying environment similiar in nature to the surveys required under this Contract.

3.4.1 Control

Survey control will be established from the existing survey control description data and construction baseline information as shown on the drawings. The Contractor shall utilize NAVD 1988 as the vertical datum for elevation and depth references for all cross sections, and shall be responsible for obtaining necessary ocean tide height measurements during the survey periods to assure that accurate adjustments are made to the observed depths to account for tidal variations in water level. The Contractor shall utilize New Jersey State Plane Coordinate System NAD 1983 as the horizontal reference datum. Where the construction baseline is on the beach, the Contractor shall stake the baseline for use by the Contractor's and Corps personnel.

3.4.2 Tolerances

The landward portion of the profile lines shall be surveyed utilizing surveying procedures and methodology that meet or exceed accuracy tolerances of +/- 0.10 feet in the vertical and +/- 0.50 in the horizontal with a 95% confidence level.

The hydrographic, or offshore portion that will be used to match the landward surveys, shall be surveyed by either towed sea sled methods or hydrographic techniques. All hydrographic/offshore surveys shall be surveyed to meet class I Hydrographic Survey Accuracy's, as outlined in U.S. Army Corps of Engineers Hydrographic Survey Manual, EM 1110-2-1003, dated 31 October 1994, and augmented by U.S. Army Corps of Engineers Circular, EC 1130-2-210, dated 1 October 1998. The minimal overlap between the land and offshore surveys shall be 25 feet.

If the subaqueous portion of the profile lines are to be surveyed with towed sea sled methods, the horizontal and vertical positioning shall be obtained by utilizing either Differential GPS, with Real Time Kinematic/On the Fly,(RTK/OTF) capabilities, or a Total Station Instrument. If a Total Station is utilized, its technical specificatons shall be provided to the Chief, Survey Section, or his designated representative for review and approval prior to the commencement of any survey related work.

If hydrographic surveying techniques are utilized for the offshore surveys, the following criteria shall be met. The Contractor shall utilize DGPS techniques with RTK/OTF capabilities to obtain orthometric heights in the required datum, NAVD88. The Contractor shall model the separation of the reference ellipsoid and the project datum, NAVD88, to ensure accuracy levels are met. Update rates from the GPS receiver to the data collection processor shall be collected at a minimum of 5 Hz. to a maximum interval of 20 Hz., to minimize the latency error. An interval of 1 Hz. may be utilized, if augmented by a motion compensation device to smooth out the vertical motion of the transducer. The 1 Hz. interval may only be utilized, if it can be verified that the motion compensation device is providing accurate information while the survey vessel is navigating the surfzone. The GPS base station shall be located within 10 km of the hydrographic line being surveyed. The land and hydrographic portions of the survey shall be conducted at the appropriate tidal stages to ensure the overlap is obtained, as previously stated.
The DGPS system must be capable of tracking all satellites in view, minimum of five. Mask angles are not to be less than 15 degrees.

All surveying procedures, methods and equipment for landward beach surveys, hydrographic surveys and tidal monitoring(if applicable), shall be reviewed and approved by the Government Survey Point of Contact prior to the conduct of any type of surveying work. This review process shall also include the

review and acceptance of the Surveyor's Qualifications, as outlined in Section 02880. para. 3.4, General Survey Requirements

3.4.3 Data Submittal

All cross section data shall be reduced and tabulated as a series of offset and elevation pairs. Horizontal distances of each survey point shall be referenced as positive seaward from the established Corps baseline point, and negative landward from the baseline. In addition, all survey points shall be recorded in three dimensions, using the New Jersey State Plane Coordinate System, NAD83 and NAVD88 for elevations. The data shall be entered into a digital format in the DOS operating system on 1.44 Mb 3 1/2" double sided/high density micro disks. The format for data entry is in Section 00875 SURVEY DATA FORMAT of this specification.

3.5 PRE-PLACEMENT CONDITION SURVEYS

3.5.1 General

The Contractor shall obtain onshore-offshore survey cross sections within 30 days after the Notice to Proceed, prior to the placement of any beachfill. The cross sections shall be obtained at the locations given in Section 00880 PRE-PLACEMENT CONDITION SURVEY CROSS SECTION LOCATIONS of this specification, and shall progress from the north-eastern project limit south to 60th Street, and from Seaview Street to groin southeast of Prescott Road on Strathmere Beach. The survey cross sections shall be long lines, and shall extend at least 2500 feet from the baseline, into the surf. Pre-placement condition surveys are in addition to the surveys required for quantity computation purposes as specified in Special Clause: QUANTITY SURVEYS.

3.5.2 Pre-Placement Condition Survey Data Submittal

All pre-placement condition survey data shall be submitted directly to the Philadelphia District Office at the following address: U.S. Army Corps of Engineers, Philadelphia District, Design Branch, ATTN: CENAP-EN-DC(L. Alfredo Montes), Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107. The survey data shall be submitted immediately following the completion of the surveys.

3.6 MEASUREMENT AND PAYMENT

3.6.1 Mobilization and Demobilization

All costs connected with the mobilization and demobilization of the Contractor's plant and equipment required for placement of beachfill will be paid for at the contract lump sum prices for these items as listed in the Bidding Schedule. Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of his mobilization at the work site. The remaining forty percent (40%) will be included in the final payment for work under this contract.

3.6.1.1 Contractor Furnished Cost Data

In the event the Contracting Officer considers that the amount in these items (sixty percent) which represents mobilization, does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid price. Failure to justify such price to the

satisfaction of the Contracting Officer will result in the payment of actual mobilization costs, as determined by the Contracting Officer, at the completion of mobilization. The payment of the remainder of these items will be included in the final payment under the contract. The determination of the Contracting Officer in these circumstances is not subject to appeal.

3.6.1.2 Mobilization and Demobilization Costs for Base Bid

All costs in connection with the mobilization and demobilization of the Contractor's plant and equipment as defined below shall be included in the contract lump sum price for Base Bid Item No. 0001AA, "Base Bid, Mobilization and Demobilization of Plant and Equipment Required for Beachfill: Groin at Seaview Rd to 36th Street." as listed in the Bidding Schedule.

a. Mobilization shall include all costs for operations accomplished prior to commencement of actual beachfill placement; that is transfer of all plant and equipment to the work site, initial installation of pipelines, and all other incidentals in advance of beachfill placement operations.

b. Demobilization shall include general preparation for transfer of the plant and equipment to the Contractor's home or standby base, removal of pipelines, cleanup, and the transfer of plant and equipment to the home or standby base.

3.6.1.3 Mobilization and Demobilization Costs for Option D

All costs in connection with the mobilization and demobilization of the Contractor's plant and equipment as defined below shall be included in the contract lump sum price for Bid Item No. 0002AA, "Additional Mobilization and Demobilization of Plant and Equipment Required for Beachfill: 36th Street to 59th Street." as listed in the Bidding Schedule.

a. Mobilization shall include all costs for operations accomplished prior to commencement of actual beachfill placement; that is transfer of all plant and equipment to the work site at Borrow Area #1 to Borrow Area C1, initial re-installation of pipelines, all other incidentals in advance of beachfill placement operations, and any additional equipment required to perform the work under Option D.

b. Demobilization shall include general preparation for transfer of the plant and equipment to the Contractor's home or standby base, which is in addition to the demobilization required upon completion of the contract work under the Base Bid, removal of pipelines, cleanup, and the transfer of plant and equipment to the home or standby base.

3.6.1.4 Mobilization and Demobilization Costs for Option G

All costs in connection with the mobilization and demobilization of the Contractor's plant and equipment as defined below shall be included in the contract lump sum price for Bid Item No. 0003AA, "Additional Mobilization and Demobilization of Plant and Equipment Required for Beachfill: from Seaview Avenue to groin southeast of Prescott Avenue on Strathmere Beach." as listed in the Bidding Schedule.

a. Mobilization shall include all costs for operations accomplished prior to commencement of actual beachfill placement; that is transfer of all plant and equipment to the work site at Borrow Area #1 to Borrow Area C1, initial re-installation of pipelines, all other incidentals in advance of

beachfill placement operations, and any additional equipment required to perform the work under Option G.

b. Demobilization shall include general preparation for transfer of the plant and equipment to the Contractor's home or standby base, which is in addition to the demobilization required upon completion of the contract work under the Base Bid, removal of pipelines, cleanup, and the transfer of plant and equipment to the home or standby base.

3.6.2 Placement of Beachfill

3.6.2.1 Placement of Beachfill for Base Bid and Options A, B, and C

All beachfill material placed in the designated areas within the allowable tolerance will be measured for payment by the cubic yard in place on the beach. The total number of cubic yards placed will be computed by the average-end-area method from cross-section surveys obtained by the Contractor immediately before and after the beachfill operations as required by Special Clause: QUANTITY SURVEYS. The volume so computed will be the pay quantity for the contract. A deduction of one cubic yard will be made from the pay quantity for every cubic yard of material removed from the borrow area below -23.25 feet NAVD 88. Any deductions will be based on before-dredging surveys conducted immediately prior to dredging and after-dredging surveys conducted immediately following dredging. Payment for placing and grading the beachfill material will be made at the contract unit price per cubic yard for Base Bid Item No. 0001AB, "Beachfill", and Item Nos. 0001AC, 0001AD, and 0001AE (if Options A, B, and C are awarded). Payment for this Bid Item shall also include full compensation to the Contractor for maintaining outfall drainage, performing all pre-placement condition surveys and quantity surveys, providing public safety personnel, and performing all material testing required.

3.6.2.2 Placement of Beachfill for Options D, E, and F

All beachfill material placed in the designated areas within the allowable tolerance will be measured for payment by the cubic yard in place on the beach. The total number of cubic yards placed will be computed by the average-end-area method from cross-section surveys obtained by the Contractor immediately before and after the beachfill operations as required by Special Clause: QUANTITY SURVEYS. The volume so computed will be the pay quantity for the contract. A deduction of one cubic yard will be made from the pay quantity for every cubic yard of material removed from the borrow area below -15 feet NAVD 88. Any deductions will be based on before-dredging surveys conducted immediately prior to dredging and after-dredging surveys conducted immediately following dredging. Payment for placing and grading the beachfill material will be made at the contract unit price per cubic yard for Bid Item No. 0002AB, "Beachfill", and Item Nos. 0002AB, 0002AC, and 0002AD (if Options D, E, and F are awarded).. Payment for this Bid Item shall also include full compensation to the Contractor for maintaining outfall drainage, performing all pre-placement condition surveys and quantity surveys, providing public safety personnel, and performing all material testing required.

3.6.2.3 Placement of Beachfill for Options G, H, and I

All beachfill material placed in the designated areas within the allowable tolerance shall be measured for payment by the cubic yard in place on the beach. The total number of cubic yards placed shall be computed by the

average-end-area method from cross-section surveys obtained by the Contractor immediately before and after the beachfill operations as required by Special Clause: QUANTITY SURVEYS. The volume so computed shall be the pay quantity for the contract. A deduction of one cubic yard shall be made from the pay quantity for every cubic yard of material removed from the borrow area below -15 feet NAVD 88. Any deductions will be based on before-dredging surveys conducted immediately prior to dredging and after-dredging surveys conducted immediately following dredging. Payment for placing and grading the beachfill material will be made at the contract unit price per cubic yard for Bid Item No. 0003AB, "Beachfill", and Item Nos. 0003AB, 0003AC, and 0003AD (if Options G, H, and I are awarded). Payment for this Bid Item shall also include full compensation to the Contractor for maintaining outfall drainage, performing all pre-placement condition surveys and quantity surveys, providing public safety personnel, and performing all material testing required.

DAILY REPORT OF OPERATIONS

DAILY REPORT OF OPERATIONS	CONTRACT NO.	DATE	RCS ENGKW-31 [Feeder]
DREDGE	CONTRACTOR		
LOCATION OF WORK (Range, Stationing, Longitudinal Position)		CHARACTER OF WORK [ ] Maintenance [ ] New	
DISPOSAL AREA OR REHANDLING BASIN	LENGTH OF DISCHARGE OF PIPELINE: Pontoon Ft. Shore Ft.	Total Length Ft. Submerged Ft.	
CHARACTER OF MATERIAL AND PERCENTAGE OF EACH Gravel			
AVERAGE DEPTH (Feet and Tenths) Before Dredging After Dredging Payment Depth		WEATHER	
NUMBER OF MEN	MAN HOURS	MAN HOURS TO DATE	

WORK PERFORMED

ITEM	UNIT	AMOUNT GROSS	AMOUNT NET
Av. width of cut	Feet		
Area dredged	Sq. Ft.		
Distence advanced this period	Feet		
Distence advanced previously	Feet		
Distence advanced to date	Feet		
Amt. dredged this period	Cu. Yds.		
Amt. dredged previously	Cu. Yds.		
Total amt. dredged to date	Cu. Yds.		

ATTENDANT PLANT

ITEM	NAME	HOURS
Tugboat		
Tugboat		
Launch		
Barges		
Barges		
Scows		
Derrick		

COMMODITIES CONSUMED

ITEM	UNIT	QUANITY
Fuel oil	Gals.	
Lubricants	Gals.	
Lubricants	Pounds	
Water	Gals.	

DISTRIBUTION OF TIME

EFFECTIVE WORKING TIME	HOURS	MINUTES
Dredging		
Percentage of total time		
NON- EFFECTIVE TIME		
Handling pipe lines		
Handling swinging lines		
Clearing pump and pipe line		
Clearing cutter or suction head		
Changing location of plant on job		
Loss due to opposing natural elements <8hr		
Loss due to opposing natural elements >8hr		
Loss due to passing vessals		
Minor operating repairs <4hr		
Secure for weekend		
Miscelaneous (Explain in remarks)		
Total Non-effective Time		
LOST TIME NOT CHARGEABLE		
Loss due to repairs >4hr		
Loss due to laying /relaying submerged line		
Lay time off shift		
Sundays and Holidays		
Waiting for equipment plant		
Collisions		
TOTAL TIME IN PERIOD		

No. of Supervisory Inspections: By field personnel By office personnel

REMARKS (Attach additional aheet, if necesary)

BUCKET OR DIPPER DREDGE (only)				
SCOW NO.	TIME			CUBIC YARDS
	START	FINISH	LOADING	

TIDE DATA (all dredges)		
STAGE	TIME	SLACK
H.W.	hrs.	
L.W.	hrs.	
H.W.	hrs.	
L.W.	hrs.	
LOCATION OF TIDE GAGE		
AV. DEPTH BEFORE DREDGING		AV. DEPTH AFTER DREDGING
MIN. DEPTH AFTER DREDGING		MAX. DEPTH AFTER DREDGING
LENGTH OF CUT		WIDTH OF CUT

NO. OF MOVE OR SOUNDING	DISTANCE	TIME	TIDE	SOUNDINGS Upper – As Taken Lower – Reduced to M.L.W.						NO. OF MOVE OR SOUNDING	DISTANCE	TIME	TIDE	SOUNDINGS Upper – As Taken Lower – Reduced to M.L.W.					

SUBMITTED BY	TITLE	DATE

NADP FORM 1 JAN 62 28 (back)

DAILY REPORT OF OPERATIONS - HOPPER DREDGES		REPORTS CONTROL SYMBOL NAPOP-1
DISTRICT		DREDGE
EXACT LOCATION OF WORK	☐ MAINTENANCE ☐ NEW WORK	DATE NUMBER OF PERSONS IN CREW

Av. Length of Cut	Ft.	CHARACTER OF MATERIAL		Hopper Capacity	Cu. Yds.
Av. Width of Cut	Ft.	Density of Mat. In Place	GMS/Liter	Av. Vol. of Residual	Cu. Yds.
Av. Dist. To Disposal	Miles	Density of Water	GMS/Liter At °F	Av. Unfilled Capacity	Cu. Yds.

Navigation And Other Dredging Aids (Describe and include statement on Adequacy and Recommendations)

WORK PERFORMED				DRAFT FOR LOAD NO. (for one load only)		
	DREDGING & HAULING		AGITATING		LIGHT	LOADED
No. Of Loads	Total Cu. Yds. Delivered	Disposal Area Mooring Location	Tot. Cu. Yds.	Forward		
				Aft		
				Drag Depth	Max.	Min.
				Indicators Last Checked on		
				Gas Ejectors Used		% of Pumping Time

DISTRIBUTION OF TIME AND MILES RUN

EFFECTIVE WORKING TIME	AGITATING (Minutes)	DREDGING AND HAULING (Minutes)	MILES RUN (Stat. Miles)
Pumping			
Turning			
To and From Disposal			
Disposal (Includes Docking, Pumping Out, Undocking)			
TOTALS			
NON-EFFECTIVE WORKING TIME			
Taking On Fuel And Supplies			
To And From Wharf Or Anchorage			
Loss Due To Natural Elements			
Loss Due To Traffic And Bridges			
Loss Due To Mooring Barge			
Minor Operating Repairs			
Transferring Between Works			
Lay Time			
Fire And Boat Drills			
Miscellaneous			
TOTALS			
LOST TIME			
Major Repairs And Alterations			
Cessation			
Collisions			
TOTAL LOST TIME			
TOTAL TIME IN PERIOD			

AVERAGE SPEED OF DREDGE		MINUTES RADAR IN USE	
	Feet/Minute	Tide Data Was Obtained By Means Of	
Loading		Length of Pipeline,	Feet
Agitating		Weather	
Gals. Of Fuel Oil Consumed		NUMBER OF INSPECTIONS BY SUPERVISORY PERSONNEL	
Gals. Of Water Consumed		Field	Office

REMARKS

SUBMITTED BY

NADP FORM
1 NOV 66 582 EDITION OF 1 DEC 54, IS OBSOLETE.

LOAD NO.	BREAKDOWN OF LOADS DREDGED AND HAULED														DATE
	TIME PUMP		MINUTES								CUBIC YARDS			Drag Depth While Loading	MATE AND DRAGTENDERS
	Started	Stopped	Pumping	Turning	To Disposal	Docking *	Pumping Out	Undocking **	To Cut	Total Time	Delivered	Free Dumped	Residual		
	Average														

ECONOMIC LOAD DATA				
Pumping Time (Minutes)	Economic Load (Cu. Yds.)	Test Load No.	Date of Test	

Remarks

NOTE:

* Includes time to connect ball joint.

** Includes time to disconnect ball joint.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK