

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 10 Feb 2003	4. REQUISITION/PURCHASE REQ. NO. W25PHS23054127		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BLDG, 100 PENN SQ EAST PHILADELPHIA PA 19107-3390		7. ADMINISTERED BY (If other than item 6) CODE US ARMY ENGINEER DISTRICT, PHILADELPHIA POC: LANE M GARY WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390		E5CTCLMG	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. DACW61-03-B-0002	
			X	9B. DATED (SEE ITEM 11) 10-Feb-2003	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) MAINTENANCE DREDGING, NJIWW, BARNEGAT INLET, NEW JERSEY					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THIS AMENDMENT DOES NOT EXTEND THE BID OPENING DATE. (Continued on next page.)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

SF 30 CONTINUATION SHEET

14. DESCRIPTION OF AMENDMENT:

a. Section 00010, Bidding Schedule: Please delete Page 00010-3 in its entirety and substitute the Page 00010-3 in its place, annotated Amendment No. 0001, attached hereto.

b. SPECIAL CONTRACT REQUIREMENTS:

(1) Section 00800 - SPECIAL CLAUSES - Please delete Section 00800 in its entirety and substitute the revised Section of the same number, annotated Amendment No. 0001, attached hereto.

(2) Section 00815 - WAGE RATES - Please delete pages 00815-3 through 00815-24 in their entirety and substitute the revised pages of the same number, annotated Amendment No. 0001, attached hereto.

c. TECHNICAL SPECIFICATIONS:

(1) Section 02325 - DREDGING: Please delete Section 02325 in its entirety and substitute the revised Section of the same number, annotated Amendment No. 0001, attached hereto.

d. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) as Amendment No. 0001. Failure to acknowledge all amendments may be cause for rejection of the bid.

BIDDING SCHEDULE
 (To be attached to SF 1442)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
BASE BID					
1.	Mobilization & Demobilization	1	Job	L.S.	\$
2.	12"-14" Dredge with Operating Personnel and Attendant Plant	2,500	Hours	\$	\$
3.	Booster Pump	500	Hours	\$	\$
4.	Tugboat with Operating Personnel	100	Hours	\$	\$
5.	Dozer with Operator	100	Days	\$	\$
6.	Crawler Mounted Dragline with Operator	150	Days	\$	\$
7.	Barge	50	Days	\$	\$
8.	Steel Drainage Pipe	300	L.F.	\$	\$
9.	Sluices	6	Ea.	\$	\$
10.	Plastic Sheeting	5,000	S.Y.	\$	\$
TOTAL ESTIMATED BASE BID AMOUNT					\$
OPTION 1					
11.	2 nd Crawler Mounted Dragline with Operator	50	Days	\$	\$
TOTAL ESTIMATED OPTION 1 AMOUNT					\$
TOTAL ESTIMATED BASE BID AND OPTION 1 AMOUNT					\$

NOTE: Bidders must bid on all items.

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SECTION 00800
SPECIAL CLAUSES

INDEX

PARA	TITLE
SC-1	COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
SC-2	LIQUIDATED DAMAGES - CONSTRUCTION
SC-3	CONTINUING CONTRACT
SC-4	SPECIFICATIONS
SC-5	PHYSICAL DATA
SC-6	LAYOUT OF WORK
SC-7	LIMITATION ON SUBCONTRACTING
SC-8	ENVIRONMENTAL LITIGATION
SC-9	SIGNAL LIGHTS
SC-10	INSPECTION
SC-11	ACCOMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS
SC-12	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
SC-13	PERFORMANCE EVALUATION OF CONTRACTOR
SC-14	INSURANCE REQUIEREMENTS

SPECIAL CLAUSES

SC-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date of receipt by him of the first notice to proceed, which will be issued for the dragline and equipment by approximately 1 April 2003, (b) prosecute the said work diligently, and (c) complete the entire work ready for use not later than 180 calendar days after the date of receipt by him of the second notice to proceed, which will be issued for the dredge and attendant plant and equipment by approximately 1 August 2003. The time stated for completion shall include final cleanup of the premises. ***The Contracting Officer has the right to award Option No. 1 up to 90 days after the Contractor receives the first notice to proceed for the base contract. For Option 1, the performance time will not be extended.*** (FAR 52.211-10)

SC-2 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1025.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

SC-3 CONTINUING CONTRACTS (MAR 1995-EFARS)

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

b. The sum of \$500,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs f and i below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

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

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

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

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

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

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

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess. (EFAR 52.232-5001)

SC-4 SPECIFICATIONS (DEC 1996)

a. The Contractor shall -

- (1) Check all specifications furnished, immediately upon receipt;
- (2) Promptly notify the Contracting Officer of any discrepancies, and;
- (3) Be responsible for any errors which might have been avoided by complying with this paragraph (a).

b. Omissions from the sketches or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the sketches 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 sketches and specifications.

c. The work shall conform to the specifications and the contract sketches included in Section 00835 of this specification. (CENAP)

SC-5 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. (FAR 52.236-4)

a. The indications of physical conditions on the sketches and in the specifications are the result of site investigations by surveys.

b. Tide Data. Tidal data derived from NOAA study conducted in 1978. Barnegat Inlet study conducted from 1994-1996.

Location North to South	Elevation in Ft. NAVD88			
	Tide Range	Mean Tide Level	Mean Higher High Water	Mean Lower Low Water
Point Pleasant (Rt. 35 Bridge)	4.36	-0.43	1.83	-2.53
Waretown	0.50	-0.15	0.12	-0.38
Barnegat Inlet (Andys Dock)	2.83	-0.32	1.16	-1.67
Absecon Bay (Main Channel)	4.44	-0.76	1.57	-2.87
Atlantic City (Steel Pier)	4.68	-0.78	1.70	-2.98
Cape May Harbor (Sewell Pt.)	4.63	-0.65	1.58	-3.05
Cape May Canal	5.51	-0.67	2.22	-3.29

c. Weather Conditions. The site of the work is sheltered from storms, except for open areas of the waterway adjacent to some of the inlets. It is believed that work can be performed during all seasons of the year except during winter months when ice 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 dredging period.

d. Channel Traffic. Traffic in the work area consists of commercial and sport fishing vessels and pleasure craft. This traffic 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 an 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 be operating in the Harbor. 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. Location. The work assignments issued as part of this contract will be for dredging at various locations along the New Jersey Intracoastal Waterway and additional waterways connecting to deep waters adjacent to the New Jersey Intracoastal Waterway, as shown on the sketches included in Section 00835 of this specification.

h. Bridge and Utility Crossings:

(1) Bridges: The following bridges cross the New Jersey Intracoastal Waterway between Manasquan, New Jersey and the Delaware Bay. The location, type, horizontal clearance, and vertical clearance in feet above mean high water for each bridge are as follows:

NEW JERSEY INTRACOASTAL WATERWAY BRIDGES

Location	Type	Clearance		Statute Miles from Manasquan
		Hor.	Vert.	
Inlet				
Brielle - Pt. Pleasant (RR)	Bascule	48	3	0.9
Brielle - Pt. Pleasant (Hwy)	Bascule	90	30	1.1
Bay Head - Manasquan Canal:				
West Pt. Pleasant (Hwy)	Bascule	47	10	3.0
West Pt. Pleasant (Hwy)	Vertical Lift	80	30	4.0
Barnegat Bay:				
Mantoloking (Hwy)	Bascule	51	14	6.3
Island Heights (Hwy)	Bascule	80	30	14.1
Route 37 (Hwy)	Fixed	80	60	14.1
Manahawkin Bay:				
Route 72(Hwy)	Fixed	100	60	37.4
Beach Thorofare:				
Atlantic City (Hwy)	Bascule	60	20	67.2
Atlantic City (RR)	Swing	50	5	68.9
Atlantic City (Hwy)	Fixed	80	35	69.0
Inside Thorofare:				
Atlantic City (Hwy)	Bascule	50	10	70.0
Ventnor City (Hwy)	Bascule	50	9	71.2
Beach Thorofare:				
Margate City (Hwy)	Bascule	60	14	74.0
Broad Thorofare:				

Somer Point (Hwy)	Bascule	49	9	77.8
Beach Thorofare:				
Ocean City (Hwy)	Bascule	70	14	80.4
Crook Horn Thorofare:				
Ocean City - 34th St. (Hwy)	Fixed	80	35	84.3
Ocean City (RR)	Swing	59	2	86.6
Ludlam Thorofare:				
Sea Isle City (Hwy)	Fixed	80	35	93.4
Ingram Thorofare:				
Avalon (Hwy)	Fixed	80	35	98.2
Great Channel:				
Stone Harbor (Hwy)	Bascule	50	11	102.0
Grassy Sound Channel:				
North Wildwood (Hwy)	Bascule	25	8	105.2
Wildwood (RR)	Bascule	50	6	107.5
Wildwood (Hwy)	Bascule	57	25	108.9
Middle Thorofare:				
Wildwood Crest (Hwy)	Bascule	50	23	112.2
Cape May Canal:				
Cape May - U.S. Rt. 9 (Hwy)	Fixed	80	55	114.3
Cape May (RR)	Swing	50	4	115.1
Seashore Rd. (Hwy)	Fixed	80	55	115.5

Effective on August 30, 2001, the Coast Guard is changing regulations governing the operation of the Cape May Canal Railroad Bridge at the New Jersey Intracoastal Waterway, mile 115.1, across Cape May Canal, in Cape May, New Jersey. The new regulation maintains the bridge in the open position, except that it would close for the crossing of trains and the maintenance of the bridge. This change will provide for the reasonable needs of navigation.

(2) Utility Crossings. The following pipelines, telephone and power lines cross the New Jersey Intracoastal Waterway between Manasquan, New Jersey, and Delaware Bay. The location and type are as follows:

NEW JERSEY INTRACOASTAL WATERWAY UTILITY CROSSINGS

Statute Miles from Manasquan Inlet	Location	Description
2.0	Manasquan Inlet, Manasquan, NJ	Submarine Cable (U.S. Coast Guard)
2.0	Easterly side of New York Long Branch Railroad drawbridge between Brielle and Pt. Pleasant, NJ	Submarine Cable (U.S. Coast Guard)
2.0	Easterly side of New York Long Branch Railroad drawbridge between Brielle and Pt. Pleasant, NJ	Submarine Cable (Western Cable)
2.0	Easterly side of New York Long Branch Railroad drawbridge between Brielle and Pt. Pleasant, NJ	Submarine Cable (NY & LBRR Co.)

2.0	Westerly side of New York Long Branch Railroad drawbridge between Brielle and Pt. Pleasant, NJ	Four Submarine Cables (NY & LBRR Co.)
2.0	Westerly side of New York Long Branch Railroad drawbridge between Brielle and Pt. Pleasant, NJ	Two Submarine Cables (NJ Bell Tel. Co.)
2.0	Easterly side of State Highway drawbridge along Route 35, between Brielle, Monmouth Co. and Pt. Pleasant Beach, Ocean Co., NJ	Three Submarine Cables (NJ Bell Tel. Co.)
2.0	Easterly side of State Highway drawbridge along Route 35, between Brielle, Monmouth Co. and Pt. Pleasant Beach, Ocean Co., NJ	Submarine Cables (NJ Highway Dept.)
2.0	Easterly side of State Highway drawbridge along Route 35, between Brielle, Monmouth Co. and Pt. Pleasant Beach, Ocean Co., NJ	Submarine (NJ Natural Gas Co.)
2.1	Westerly side of State Highway drawbridge along Route 35, between Brielle, Monmouth Co. and Pt. Pleasant Beach, Ocean Co., NJ	Aerial Power Wires (Jersey Central Power & Light Co.)
2.2	Westerly side of State Highway drawbridge along Route 35, between Brielle, Monmouth Co. and Pt. Pleasant Beach, Ocean Co., NJ	Two Submarine Gas Pipelines (NJ Natural Gas Co.)
2.8	North side of Pine Bluff Ave. (Pt. Pleasant Canal)	Two Submarine Cables (NJ Bell Tel. Co.)
2.8	North side of Pine Bluff Ave. (Pt. Pleasant Canal)	18-inch Pipe Outfall (Ocean County)
2.8	South side of Pine Bluff Ave. (Pt. Pleasant Canal)	Submarine Force Main, (Pt. Pleasant Hospital)
2.8	Front Street (Pt. Pleasant Canal)	Submarine Water Main (Borough of Pt. Pleasant)
3.0	North side of N.J. Route 88 (Pt. Pleasant Canal)	Submarine Cables (NJ Bell Tel. Co.)
3.0	North side of Route 88 (Pt. Pleasant Canal)	Aerial Cable (Crosswicks Industries)
3.0	South side of Route 88 Bridge (Pt. Pleasant Canal)	Aerial Wires (Jersey Central

Power & Light Co.)

- | | | |
|------|---|--|
| 3.0 | South side of Route 88 Bridge
(Pt. Pleasant Canal) | Bridge Oper.
Cables (NJ State
Highway Dept.) |
| 3.0 | Burnt Tavern Road
(Pt. Pleasant Canal) | 12-inch Water Main
(Boro of Pt.
Pleasant) and 6-
inch Gas Main (NJ
Natural Gas Co.) |
| 3.1 | Pt. Pleasant Canal Bridge St. Bridge
in the Borough of Pt. Pleasant, the
Borough of Bay Head, Brick Two., and
Borough of Mantoloking, NJ | 8 Submarine Sewer
Pipelines Ocean
Crossings, Outfall
Pipeline, and the
2 Temporary Piers
(Ocean Co. Sewer
Authority) |
| 4.0 | South side of Lovelandtown Bridge
(Bridge Ave. Pt. Pleasant Canal) | Submarine Cables
(NJ Bell Telephone
Co.) |
| 4.2 | Rue Mirador
(Pt. Pleasant Canal) | Submarine Cables
(NJ Bell Telephone
Co.) |
| 4.3 | 775 Feet southerly of Marine
Farkway, Pt. Pleasant, NJ
(Pt. Pleasant Canal) | Submarine Water
Main (Boro of
Pt. Pleasant) |
| 6.3 | Southerly side of County highway
bridge along Route 528, Mantoloking,
NJ | Submarine
Telephone Cable
(NJ Bell Telephone
Co.) |
| 6.3 | Southerly side of County highway
bridge along Route 528, Mantoloking,
NJ | Submarine Water
Main (Ocean Co.
Board of Chosen
Freeholders) |
| 6.3 | Northerly side of County highway
bridge along Route 528, Mantoloking,
NJ | Submarine Power
Cable (Ocean Co.
Board of Chosen
Freeholders) |
| 6.3 | Northerly side of County highway
bridge along Route 528, Mantoloking,
NJ | Submarine Gas Main
(NJ Natural Gas
Co.) |
| 12.8 | Between Bay Ave. on the westerly
side of the Bay and 2nd Ave., Ortley
Beach, Dover Township, Ocean Co., NJ | Submarine
Pipeline (Toms
River Chemical
Corp.) |
| 13.5 | Between Beachview Dr. on the westerly
side of the Bay and 8th Ave., Ortley
Beach, Dover Township, Ocean Co., NJ | Submarine
Pipeline (Dover
Sewage Authority) |

14.0	Approx. 150 feet northerly from the Centerline of the fixed bridge along NJ Route 37, Ocean Co., NJ	Lay a submarine Cable (Jersey Central P&L Co.)
14.3	Southerly side of highway bridge along Rt 37, Island Heights, NJ	Submarine Telephone Cable (NJ Bell Tel Co.)
16.8	Approximately 2 miles southerly of highway bridge along Rt 37, Island Heights, NJ	Two Submarine Power Cables (Jersey Central P&L Co.)
34.0	Between Bergen Avenue, Harvey Cedars ³ and a point opposite in Stafford Township, Ocean Co., NJ	Submarine Cables (American Telephone & Telegraph)
36.5	Between Main Point Meadows, Stafford Township, and 2nd St. Surf City, NJ	Submarine Power Cable (A.C. Elec. Co.)
37.4	Northerly side of State highway bridge along Rt 72, Ship Bottom, NJ	Submarine Gas Main (NJ Natural Gas Co.)
37.4	Northerly side of State highway bridge along Rt 72, Ship Bottom, NJ	Submarine Power Cable (A.C. Elec. Co.)
37.4	Northerly side of State highway bridge along Rt 72, Ship Bottom, NJ	Submarine Cable (NJ Bell Tele. Co.)
42.4	Between West Creek Landing Rd., Eagleswood Township and South Caroline Ave., Beach Haven, Long Beach Township, Ocean Co. NJ	Submarine Power Cable (A.C. Elec. Co.)
44.8	Between Taylor Ave. Beach Haven and a point opposite in Little Egg Harbor Township, Ocean Co. NJ	Submarine Cables (Amer. Telephone and Telegraph Co.)
46.1	Between Leeward Ave. Beach Haven and a point just south of Thompson Creek, Little Egg Harbor Township, Ocean Co., NJ	Submarine Cables (Amer. Telephone and Telegraph Co.)
46.1	Between Long Beach and Foxoboro Point and Big and Little Sheeps-Head Creeks	Submarine Cables (U.S. Coast Guard)
49.3	Between Long Beach and Foxoboro Point and Big and Little Sheeps-Head Creeks	Submarine Cables (U.S. Coast Guard)
49.3	Between Long Beach and south bank of Big Sheepshead Creek, Ocean Co., NJ	Submarine tower Cable (A.O. Elec

Co.)

52.5	Between Little Egg Harbor Coast Guard Station and Island Beach, Atlantic County, NJ	Submarine Cables (U.S. Coast Guard)
67.2	Northeasterly side of State highway bridge along Rt 30, Absecon Blvd., Atlantic City, NJ	Submarine Cable (A.C. Elec Co.)
67.2	Northeasterly side of State highway bridge along Rt 30, Absecon Blvd., Atlantic City, NJ	Submarine pipeline (Sun Oil Co.)
67.2	Southerly side of State highway bridge along Rt 30, Absecon Blvd., Atlantic City, NJ	Submarine Bridge Operating Cables, (NJ State Hwy, Dept.)
67.2	Southerly side of State highway bridge along Rt 30, Absecon Blvd., Atlantic City, NJ	2-inch Submarine Water Main (Brown Const. Co.)
67.2	Southwesterly side of State highway bridge along Rt 30, Absecon Blvd., Atlantic City, NJ	8-inch Submarine Gas Pipeline (So. Jersey Gas Co.)
67.2	Southwesterly side of State highway bridge along Rt 30, Absecon Blvd., Atlantic City, NJ	Submarine Cable (NJ Bell Telephone Co.)
68.4	Approx. at end of Kuehnle Ave. (Venice Lagoon) Atlantic City, NJ	2 Submarine Cables (U.S. Coast Guard)
68.6	End of Ontario Ave., Atlantic City, NJ	Submarine Cable
68.6	End of Ontario Ave., Atlantic City, NJ	4 Submarine Plastic Pipes (A.C. Elec. Co.)
68.8	Southerly side of Ontario Ave., Atlantic City, NJ	Aerial Wires (A.C. Electric Co.)
68.9	Approx. 430 feet northerly of the Pennsylvania-Reading Seashore Lines RR Bridge, Atlantic City, NJ	Submarine Cable (A.C. Elec. Co.)
68.9	Northerly side of the Pennsylvania-Reading Seashore Lines RR Bridge, Atlantic City, NJ	2 Submarine Cables (A.C. Elec. Co.)
68.9	Northerly side of the Pennsylvania-Reading Seashore Lines RR Bridge, Atlantic City, NJ	3 Submarine Cables (A.C. Elec. Co.)
68.9	Northerly side of the Pennsylvania-Reading Seashore Lines RR Bridge, Atlantic City, NJ	Submarine Cable (PA-Reading Seashore Lines)

68.9	Northerly side of the Pennsylvania-Reading Seashore Lines RR Bridge, Atlantic City, NJ	Submarine 2-inch Airline (PA-Reading Seashore Lines)
68.9	Northerly side of the Pennsylvania-Reading Seashore Lines RR Bridge, Atlantic City, NJ	Submarine Cable (Atlantic City RR Co.)
68.9	Northerly side of the Pennsylvania-Reading Seashore Lines RR Bridge, Atlantic City, NJ	48-inch Submarine Water Main (A.C. City Water Dept.)
68.9	Southerly side of the Pennsylvania-Reading Seashore Lines RR Bridge, Atlantic City, NJ	4 Submarine Cables (Atlantic City Transportation Co.)
68.9	Southerly side of the Pennsylvania-Reading Seashore Lines RR Bridge, Atlantic City, NJ	Submarine Cable (PA-Reading Seashore Lines)
69.9	Approx. 300 feet northerly of the State highway bridge along Albany Ave., Atlantic City, NJ	2 Submarine Cables (A.C. Elec. Co.)
70.0	Approx. 150 feet northerly of the State highway bridge along Albany Ave., Atlantic City, NJ	12-inch Submarine Gas Pipeline (So. Jersey Gas Co.)
70.0	Approx. 150 feet northerly of the State highway bridge along Albany Ave., Atlantic City, NJ	Submarine Cables (NJ Bell Telephone Co.)
70.0	Northerly side of the State highway bridge along Albany Ave., Atlantic City, NJ	Two 12-inch Gas Pipelines (A.C. Gas Co.)
70.0	Northerly side of the State highway bridge along Albany Ave., Atlantic City, NJ	Two 36-inch Submarine Water Mains (A.C. Water Dept.)
70.0	Southerly side of the State highway bridge along Albany Ave., Atlantic City, NJ	Submarine Cable (A.C. Elec. Co.)
70.1	Annapolis Ave., Atlantic City, NJ	12-inch Water Main (A.C. Water Dept.)
70.2	Richmond Ave., Atlantic City, NJ	Submarine Cable (A.C. Elec Co.)
70.2	Richmond Ave., Atlantic City, NJ	12-inch Submarine Force Main (A.C. Sewerage Co.)

70.2	Richmond Ave., Atlantic City, NJ	Submarine Cable (Atlantic Coast TV Cable Co.)
70.3	Inside Thorofare near Richmond Ave., Atlantic City, NJ	48-inch Force Main (Atlantic County Sewerage Auth.)
70.7	Baton Rouge Ave., Ventnor, NJ	Submarine Cables (A.C. Elec. Co.)
71.0	Suffolk Place, Ventnor, NJ	14-inch Submarine Water Main (City of Ventnor)
71.2	Dudley Ave., Ventnor, NJ	Submarine Cable (A.C. Elec. Co.)
71.2	Southerly side of Dorset Ave., Ventnor, NJ	Submarine Cable (City of Ventnor)
71.2	Southerly side of Dorset Ave., Ventnor, NJ	Submarine Cables (NJ Bell Tele. Co.)
71.4	Dudley Avenue Ventnor, NJ	Submarine Cable (A.C. Elec. Co.)
71.5	Wellington Avenue Ventnor, NJ	Submarine Cable (A.C. Elec. Co.)
71.56	Between Wellington & Harvard Ave. Ventnor, NJ	Submarine Cable (A.C. Elec. Co.)
71.6	Harvard Ave., Ventnor	8-inch Submarine Water Main (City of Ventnor)
71.6	Harvard Ave., Ventnor	Submarine Cable (So. Jersey TV Cable Co.)
71.7	Diagonally across from Fulton & Canal to Fulton & Harvard in Ventnor, NJ	Submarine Cables (A.C. Elec. Co.)
71.9	Fulton Avenue, Ventnor, NJ	Submarine Cables (A.C. Elec. Co.)
71.9	Fulton Avenue, Ventnor, NJ	6-inch Submarine Gas Pipeline (So. Jersey Gas Co.)
72.0	Wellington Ave., Ventnor, NJ	Submarine Cables (U.S. Coast Guard)
72.0	Wellington Ave., Ventnor, NJ	Submarine Cables (A.C. Elec. Co.)

72.4	Melbourne Ave., Ventnor, NJ	Submarine Cables (NJ Bell Tel Co.)
72.5	West Canal, near Melbourne Ave., Ventnor, NJ	30-inch Force Main (Atlantic County Sewer Authority)
72.8	Baltimore Ave., Ventnor, NJ	Submarine Cables (A.C. Elec. Co.)
73.0	Swarthmore & Washington Ave., Ventnor, NJ	Submarine Discharge Pipeline (City of Ventnor)
77.8	Northerly side of drawbridge along Somers Point - Longport Blvd., Ocean City, NJ	Submarine Cables (NJ Bell Tel. Co.)
77.8	Southerly side of drawbridge along Somers Point - Longport Blvd., Ocean City, NJ	Submarine Cables (A.C. Elec. Co.)
80.3	400 feet westerly of highway drawbridge at State Rt. 52, Ocean City, NJ	Submarine Cable (NJ Bell Tel. Co.)
80.4	Alongside of the highway drawbridge at State Rt. 52, Ocean City, NJ	Submarine Cables (A.C. Elec. Co.)
80.4	Westerly side of the highway drawbridge at State Rt. 52, Ocean City, NJ	Submarine Cable (NJ Bell Tel. Co.)
80.9	Approx. 2300 feet southerly of highway drawbridge Rt. 52, Ocean City between Beesley Point and 13th St., Ocean City, NJ	Submarine Cable (A.C. Elec. Co.)
82.0	Between Shooting Island and Tennessee Ave., Ocean City, NJ	Submarine Cables (A.C. Elec. Co.)
84.3	Northerly side of the Co. highway bridge along 34th St. Ocean City, NJ	Submarine Cables (NJ Bell Tel Co.)
84.3	Southerly side of the Co. highway bridge along 34th St. Ocean City, NJ	Submarine Cables (NJ Bell Tel Co.)
84.3	Southerly side of the Co. highway bridge along 34th St. Ocean City, NJ	Aerial Wires (A.G. Elec. Co.)
86.6	Northerly side of PA-Reading Seashore Lines RR Bridge, Ocean City, NJ	Submarine Cables
93.4	Sea Isle City Blvd. Between Dennis Township & Sea Isle City, NJ	Submarine Cable (NJ Bell Tel. Co.)
93.45	Along the southerly side of Sea Isle Blvd. (41st St.), Sea Isle City, NJ	Submarine Cable (NJ Bell Tel. Co.)

93.5	Southerly side of 41st St., Sea Isle City, NJ	Submarine Cable (A.C. Elec. Co.)
93.6	Northerly side of 44st St., Sea Isle City, NJ	Submarine Pipeline (Sun Oil Co.)
93.6	Northerly side of 44st St., Sea Isle City, NJ	Aerial Wires (A.C. Elec. Co.)
93.6	At 44th St., Sea Isle City, NJ	8-inch Submarine Gas Pipeline (NJ Natural Gas Co.)
93.6	Southerly side of 44th St., Sea Isle City, NJ	Submarine Cables (NJ Bell Tel. Co.)
93.7	Approx. 200 feet southerly from 44th Street, Sea Isle City, NJ	Submarine Cables (A.C. Elec. Co.)
97.8	Northerly side of the former Co. highway drawbridge at Avalon, NJ	Submarine Cable (Garden State TV Co.)
97.8	Northerly side of the former Co. highway drawbridge at Avalon, NJ	Submarine Cables (NJ Bell Tel. Co.)
97.8	At the former Co. highway drawbridge Avalon, NJ	Submarine Cable (Co. of Cape May)
98.2	Northerly side of County highway fixed bridge at Avalon, NJ	Submarine Cable (A.C. Elec. Co.)
102.0	Northerly side of Co. highway drawbridge at Stone Harbor, NJ	Submarine Cables (A.C. Elec. Co.)
102.0	Northerly side of Co. highway drawbridge at Stone Harbor, NJ	8-inch Submarine Gas Pipe (NJ Natural Gas Co.)
102.0	Northerly side of Co. highway drawbridge at Stone Harbor, NJ	Submarine Cable (Garden State TV Co.)
102.0	At Co. highway drawbridge, Stone Harbor, NJ	Submarine Cable (Co. of Cape May)
102.0	Southerly side of Co. highway drawbridge at Stone Harbor, NJ	Submarine Cable (NJ Bell Tel. Co.)
105.2	Northerly side of Co. highway drawbridge at North Wildwood, NJ	Submarine Cable (A.C. Elec. Co.)
105.2	At Co. highway drawbridge, North Wildwood, NJ	Submarine Cable (Co. of Cape May)
105.2	Southerly side of Co. highway drawbridge at North Wildwood, NJ	6-inch Submarine Gas Pipeline (NJ Natural Gas Co.)

105.2	Southerly side of Co. highway drawbridge at North Wildwood, NJ	Submarine Cables (NJ Bell Tel. Co.)
108.9	Approx. 100 feet southerly of State highway bridge along Rt. 47, Wildwood, NJ	Submarine Cables (NJ Bell Tel. Co.)
108.9	Approx. 100 feet southerly of State highway bridge along Rt. 47, Wildwood, NJ	Submarine Cable (So. Jersey TV) Cable Co.)
108.9	On the westerly side of the PA-Reading Seashore Line RR Bridge, Middle Twp., Cape May County, NJ	3 Submarine Cables (A.C. Elec. Co.)
108.9	Approx. 475 feet northerly of the drawbridge along NJ Rt. 47, between Wildwood, NJ and Middle Twp., Cape May Co., NJ (Grassy Sound)	Submarine Water Main (City of Wildwood)
109.0	Approx. 200 feet southerly of State highway bridge along Rt. 47, Wildwood, NJ	16-inch Water Main (City of Wildwood)
109.0	Approx. 300 feet southerly of State highway bridge along Rt. 47, Wildwood, NJ	24-inch Water Main (City of Wildwood)
109.0	Approx. 380 feet southerly of State highway bridge along Rt. 47, Wildwood, NJ	20-inch Water Main (City of Wildwood)
112.2	Northerly side of County highway bridge along Rt. 585, Wildwood Crest, NJ	Submarine Cable (NJ Bell Tel. Co.)
112.2	At Co. highway bridge along Rt. 585, Wildwood Crest, NJ	Submarine Cable (Cape May Co. Bridge Commission)
112.2	Southerly side of County highway bridge along Rt. 585, Wildwood Crest, NJ	14-inch Sewage Pipeline (Twp. of Lower Municipal Utils. Authority)
114.3	Easterly side of State highway bridge along U.S. Rt. 9, Cape May Canal	Submarine Cables (NJ Bell Tel. Co.)
114.3	Approx. 200 feet westerly of State highway bridge along U.S. Rt. 9, Cape May Canal	Aerial Power Wires (A.C. Elec. Co.)
114.3	Approx. 275 feet westerly of State highway bridge along U.S. Rt. 9, Cape May Canal	2 Submarine Cables (NJ Bell Tel. Co.)
114.3	At the site of the former drawbridge along U.S. Rt. 9,	2 Submarine Power Cables (NJ State

	Cape May Canal	Highway Dept.)
114.3	At the site of the former drawbridge along U.S. Rt. 9, Cape May Canal	6-inch Submarine Gas Pipeline (NJ Natural Gas Co.)
115.1	Easterly side of PA-Reading Seashore Lines drawbridge, Cape May Canal	Aerial Power Wires (A.G. Elec. Co.)
115.1	At the PA-Reading Seashore Lines drawbridge, Cape May Canal	2 Bridge Operating Cables (PA-Reading Seashore Lines)
115.1	Westerly side of PA-Reading Seashore Lines drawbridge, Cape May Canal	Aerial Power Wires (A.G. Elec. Co.)
115.1	Approx. 150 feet westerly of PA-Reading Seashore Lines drawbridge, Cape May Canal	12-inch Water Main (Twp. of Lower Municipal Utils. Authority)
115.5	Easterly side of highway drawbridge at Seashore Rd., Cape May Canal	2 Submarine Cables (NJ Bell Tel. Co.)
115.5	At the highway drawbridge at Seashore Road, Cape May Canal	Bridge Operating Cable (NJ State Highway Dept.)
115.5	Westerly side of highway drawbridge at Seashore Rd., Cape May Canal	6-inch Submarine Gas Pipeline (NJ Natural Gas Co.)
115.5	Approx. 120 feet westerly of highway drawbridge at Seashore Rd., Cape May Canal	Aerial Wires (S. Jersey TV Co.)
115.5	Approx. 450 feet westerly of highway drawbridge at Seashore Rd., Cape May Canal	8-inch Water Main (Twp. of Lower Municipal Utils. Authority)
115.5	On the westerly side of Bayshore Rd., Lower Twp, Cape May Co., NJ	Submarine Cable (NJ Bell Tel. Co.)
115.5	On the westerly side of the fixed bridge along Seashore Rd., Lower Twp., Cape May Co., NJ	Submarine Cable (NJ Bell Tel. Co.)
116.4	Easterly side of Bayshore Rd., Cape May Canal	Submarine Cable (NJ Bell Tel. Co.)
117.6	Approx. 2,000 feet easterly from the Delaware Bay entrance to Cape May Canal	Submarine Cable (U.S. Coast Guard)

The Contractor shall take all necessary precautions to prevent damage to

these utilities. The Contractor shall cause timely notice of the dredging to be given to the owners and, when in the opinion of the Contractor such action is necessary, he shall request that the Government require said owner or owners to mark the pipelines or move the cables so as to avoid interference with the dredging operations. Any request made by the Contractor shall be within 30 days following his receipt of the Notice to Proceed.

Disclaimer: The above information may not be complete and it is the Contractor's responsibility to investigate all utility crossings.

i. Laying of Submerged Pipelines and Obstruction of Channel. Should it become necessary in the performance of this contract to use a submerged pipeline, the Contractor shall notify the Contracting Officer in advance of the schedule 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 than 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 can be made 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. The most recent dredging of this project was completed under Contract DACW61-02-C-0020 by Barnegat Bay Dredging Company.

l. Disposal Areas: Government-furnished disposal areas will be available under this contract. The locations will be as directed by the Contracting Officer.

n. Magnitude of the Contract Work. The estimated value of the contract is between \$1,000,000 and 5,000,000.

SC-6 LAYOUT OF WORK (DEC 1996)

The Contractor shall lay out its work from Government-provided channel coordinates, furnished as part of each work assignment. 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 channel coordinates furnished by the Government. The Contractor shall be responsible for executing the work to such lines and grades. The Contractor must have real time differential GPS positioning in accordance with the Corps survey manual, class 1 survey requirements for dredge positioning. The Contractor shall provide real time positioning on a computer screen during dredging, and have the capability of playback in 15 minute intervals. The position must be recorded on disk every 15 minutes and submitted to the Contracting Officer on a monthly basis.(CENAP)

SC-7 LIMITATION ON SUBCONTRACTING (DEC 1996)

- a. This clause does not apply to the unrestricted portion of a partial set-aside.
- b. By submission of an offer and execution of a contract, the Contractor agrees that the performance of the contract in the case of a contract for:
 1. Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 2. Supplies (other than procurement from a regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 3. General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its employees.
 4. Construction by special rate contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its employees. (FAR 52.219-14)

SC-8 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-9 SIGNAL LIGHTS

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 navigable channels, as approved by the Commandant, U.S. Coast Guard with respect to vessels in inland waters (33 CFR 88), as applicable. (CENAP)

SC-10 INSPECTION (DEC 1996)

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 disposal 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-11 ACCOMMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS (DEC 1996)

- a. The Contractor shall furnish regularly to Government inspectors on board the dredge a suitable separate area for an office. A separate trailer on the dredge may be supplied in lieu of a room. The trailer must be securely lashed to the dredge and enclosed by railings. The room or trailer shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, lighted and insulated from noise, and shall have a desk which can be locked, a chair for each inspector, and washing conveniences. The entire cost to the Contractor for furnishing, equipping and maintaining the foregoing accommodations shall be included in the cost of all bid items. 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 by the Government agents at a rate of \$5.00 per person for each meal. (CENAP)

SC-12 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) - EFARS

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 or series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Regions I and II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. This 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 authorized representative) the right to examine those books, records, documents, and/or other supporting data that will permit evaluation of the proposed equipment costs. This right shall extend for 2 years after expiration of contract performance. After price agreement, the Contractor shall certify that the equipment cost or pricing data submitted are accurate, complete and current.

SC-13 PERFORMANCE EVALUATION OF CONTRACTOR (1985 JAN HQ USACE)

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, above average, satisfactory, marginal, 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-14 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 throughout 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 and Marine Workmen's Compensation Insurance: As appropriate for this contract.

-- End of Special Clauses --

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General Decision Number NJ020002

Superseded General Decision No. NJ010002

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
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0	03/01/2002
1	03/08/2002
2	03/15/2002
3	04/19/2002
4	04/26/2002
5	05/03/2002
6	05/10/2002
7	06/07/2002
8	07/05/2002
9	08/09/2002
10	09/06/2002
11	09/13/2002
12	10/04/2002
13	11/01/2002
14	11/08/2002
15	01/03/2003

COUNTY(ies):

ATLANTIC CUMBERLAND OCEAN

BURLINGTON GLOUCESTER SALEM

CAMDEN MERCER

CAPE MAY MONMOUTH

ASBE0014C 05/01/2000

	Rates	Fringes
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BURLINGTON (townships of Edgewater Park, Lumberton, Sampton, Shamong, Tabernacle, 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).

28.12	13.74
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 ASBE0042B 07/15/1999

	Rates	Fringes
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SALEM COUNTY:

Invitation for Bids
DACW61-03-B-0002

ASBESTOS WORKERS	23.99	9.89
<hr style="border-top: 1px dashed black;"/>		
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)		
<hr style="border-top: 1px dashed black;"/>		
ASBE0089G 07/01/2002		
	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		
	29.78	15.97
<hr style="border-top: 1px dashed black;"/>		
BOIL0028C 01/01/2002		
	Rates	Fringes
BOILERMAKERS	32.03	44%+4.61
<hr style="border-top: 1px dashed black;"/>		
BRNJ0005A 11/01/2000		
	Rates	Fringes
BRICKLAYERS, STONEMASONS, MARBLE MASONS, CEMENT MASONS, (Excludes Building Construction for Mercer County), PLASTERERS, TILE LAYERS, & TERRAZZO WORKERS		
	27.85	12.70
<hr style="border-top: 1px dashed black;"/>		
CARP0031B 11/01/2002		
	Rates	Fringes
MERCER COUNTY (Remainder)		
CARPENTERS & INSULATORS	30.87	13.28
MILLWRIGHTS	30.87	13.28
<hr style="border-top: 1px dashed black;"/>		
CARP0454B 07/01/2001		

Invitation for Bids
DACW61-03-B-0002

	Rates	Fringes
DOCK BUILDERS & PILEDRIVERMEN	27.45	16.79+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 11/01/2002

	Rates	Fringes
ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES CARPENTERS, INSULATORS, MILLWRIGHTS AND SOFT FLOOR LAYERS	30.87	13.28

CARP0781A 11/01/2002

	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	30.87	13.28
MILLWRIGHTS	30.87	13.28

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 05/01/2001

	Rates	Fringes
DIVERS	37.13	23.56
DIVER TENDERS	27.67	23.56

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CARP1456H	05/01/2001		
		Rates	Fringes
MERCER AND MONMOUTH COUNTIES			
DOCK BUILDERS & PILEDRIVERMEN		30.39	23.56

CARP2018A	11/01/2002		
		Rates	Fringes
OCEAN COUNTY			
CARPENTERS		30.87	13.28
MILLWRIGHTS		30.87	13.28

CARP2212B	11/01/2002		
		Rates	Fringes
BURLINGTON, MERCER, MONMOUTH AND OCEAN COUNTIES			
SOFT FLOOR LAYERS		30.87	13.28

CARP2250A	11/01/2002		
		Rates	Fringes
MONMOUTH COUNTY			
CARPENTERS		30.87	13.28
MILLWRIGHTS		30.87	13.28

ELEC0269D	10/01/2002		
		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, Equipment Operators and Technicians		36.03	47%
Truck Drivers, Groundmen and Winch Operators		28.82	47%

ELEC0269E	10/01/2002		
		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		36.03	47.3%+.25

ELEC0351A	10/01/2001		
		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			

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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	32.89	51.05%+.20
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ELEC0351C 10/01/2001

	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	32.89	52.05%
GROUNDMAN	27.95	52.05%

ELEC0400A 06/03/2002

	Rates	Fringes
MONMOUTH AND OCEAN COUNTIES		
ELECTRICIANS & CABLE SPLICERS	36.01	40.75%

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%

ELEV0005C 06/19/2000

	Rates	Fringes
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ELEVATOR MECHANICS 33.395 6.935+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 07/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
BUILDING CONSTRUCTION PROJECTS; HEAVY;		
HIGHWAY; ROAD; STREET AND SEWER PROJECTS:		
GROUP 1	32.87	17.15+A+B
GROUP 2	31.28	17.15+A+B
GROUP 3	29.37	17.15+A+B
GROUP 4	27.74	17.15+A+B
GROUP 5	26.03	17.15+A+B
GROUP 6	34.59	17.15+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 loaders (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 submersible 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 07/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
TANK ERECTION:		
GROUP 1	35.36	17.15+A+B
GROUP 2	34.52	17.15+A+B
GROUP 3	36.50	17.15+A+B
GROUP 4	32.43	17.15+A+B
GROUP 5	27.22	17.15+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 07/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
[STEEL ERECTION]:		
GROUP 1	34.64	17.15+A+B
GROUP 2	34.73	17.15+A+B
GROUP 3	32.34	17.15+A+B
GROUP 4	29.78	17.15+A+B
GROUP 5	28.25	17.15+A+B
GROUP 6	26.49	17.15+A+B
GROUP 7	37.00	17.15+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 tigger 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 07/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
OILOSTATIC MAINLINES & TRANSPORTATION PIPELINES:		
GROUP 1	33.50	17.15+A+B
GROUP 2	32.85	17.15+A+B
GROUP 3	29.71	17.15+A+B
GROUP 4	28.31	17.15+A+B
GROUP 5	26.49	17.15+A+B
GROUP 6	35.43	17.15+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 loader); 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.

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GROUP 4: Compressor (single); dope pots (mechanical with or without 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 07/01/2002

	Rates	Fringes
MONMOUTH AND OCEAN COUNTIES		
IRONWORKERS:		
Structural & Ornamental	29.53	24.10
Reinforcing	27.63	24.10

IRON0068A 07/01/2002

	Rates	Fringes
BURLINGTON (Remainder), MERCER, MONMOUTH (South half), AND OCEAN (Middle third) COUNTIES		
IRONWORKERS:		
Structual, Ornamental	27.91	22.35
Reinforcing (Concrete Rods)	25.91	22.35

IRON0350A 07/01/2002

	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 & Precast	28.70	19.35
Reinforced Concrete	27.70	19.35
Fencing, Graudrail, Erectors, Windows	24.85	19.35
HIGHWAY CONSTRUCTION:		
Reinforced Concrete	25.40	19.35
Structural & Precast	27.75	19.35

IRON0399A 07/01/2002

	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	31.35	14.20
Hazardous work	34.35	14.20

LABO0172A 03/01/2002

	Rates	Fringes
ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER, OCEAN AND SALEM COUNTIES		
LABORERS:		

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GROUP 1	24.55	11.20+A
GROUP 2	24.75	11.20+A
GROUP 3	25.05	11.20+A
GROUP 4	25.25	11.20+A
GROUP 5	25.50	11.20+A
GROUP 6	29.05	11.20+A
GROUP 7	27.55	11.20+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 03/01/2002

	Rates	Fringes
LABORERS; FREE AIR TUNNEL:		
GROUP 1	27.25	12.95+A
GROUP 2	23.85	12.95+A
GROUP 3	23.70	12.95+A
GROUP 4	23.20	12.95+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 03/01/2002

Rates Fringes
 ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER, MONMOUTH, OCEAN, SALEM, AND MIDDLESEX (Southern half) COUNTIES

LABORERS - ASPHALT CONSTRUCTION:

STREET:

Head Rakers	23.60	12.95+A
Rakers & Screed Men	23.45	12.95+A
Tampers, Smothers, Kettlemen, Painters, Shovelers and Roller Boys	23.20	12.95+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 05/01/2002

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	22.95	11.77
CLASS B	22.45	11.77
CLASS C	19.16	11.77

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.

 LABO0415A 05/01/2002

Rates Fringes
 ATLANTIC; BURLINGTON (Twps. of Bass River and Washington); CAPE MAY; CUMBERLAND (Twps. of Commercial, Dawne, Fairfiled, Lawrence, Maurice, and Millville); AND OCEAN (That portion up to and

including Lacy Twp.) COUNTIES

LABORERS (BUILDING CONSTRUCTION):

CLASS A	22.95	11.77
CLASS B	22.45	11.77
CLASS C	19.16	11.77

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 03/01/2002

	Rates	Fringes
MONMOUTH COUNTY		
LABORERS (HEAVY AND HIGHWAY CONSTRUCTION):		
GROUP 1	24.55	11.20+A
GROUP 2	24.75	11.20+A
GROUP 3	25.05	11.20+A
GROUP 4	25.25	11.20+A
GROUP 5	25.50	11.20+A
GROUP 6	29.05	11.20+A
GROUP 7a	27.55	11.20+A
Group 7b	25.55	11.20+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

 LABO0595A 05/01/2002

	Rates	Fringes
BURLINGTON (Remainder), MERCER, MONMOUTH, and OCEAN (Remainder) COUNTIES:		
LABORERS (BUILDING CONSTRUCTION):		
CLASS A	22.95	11.77
CLASS B	22.45	11.77
CLASS C	19.16	11.77

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.

:

 LABO1030A 04/01/2001

	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 asbestos 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 asbestos 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	21.85	10.12

 PAIN0252H 05/01/2001

	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 Onga Hat to Chatsworth to Whiting to Pinewald to Ocean Gate to Seaside Heights) COUNTIES:		
GLAZIERS	26.55	12.15

 PAIN0711A 05/01/2000

	Rates	Fringes
ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER,		

PLAS0008I 05/01/2001		
	Rates	Fringes
CAMDEN, GLOUCESTER and SALEM COUNTIES:		
PLASTERERS	25.35	13.40

PLAS0008L 11/01/2001		
	Rates	Fringes
ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER, MONMOUTH & OCEAN COUNTIES:		
PLASTERERS	28.50	13.40

PLAS0699A 05/01/2002		
	Rates	Fringes
CAMDEN, GLOUCESTER, AND SALEM COUNTIES		
CEMENT MASONS	27.30	12.55

PLUM0009I 03/01/2002		
	Rates	Fringes
AIR CONDITIONING & REFRIGERATION MECHANICS		
	25.16	9.24

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 07/01/2001		
	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		

Invitation for Bids
DACW61-03-B-0002

Road Route 70 East to the Ocean County Line), MERCER, MONMOUTH,
AND OCEAN COUNTIES:

PLUMBERS & PIPEFITTERS	33.13	15.25
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PLUM0322A 05/01/2001

	Rates	Fringes
ATLANTIC; BURLINGTON (Remainder) CAMDEN; CAPE MAY; CUMBERLAND; GLOUCESTER; AND SALEM COUNTIES		

PLUMBERS/PIPEFITTERS	29.11	15.70
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ROOF0004A 06/01/1996

	Rates	Fringes
MONMOUTH COUNTY (Remainder), AND OCEAN (Remainder) COUNTIES		

ROOFERS	24.22	11.75
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ROOF0030D 05/01/2002

	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	26.00	13.05+A

FOOTNOTE:

A. PAID HOLIDAY: Election Day.

* SFNJ0669B 01/01/2003

	Rates	Fringes
ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER (Remainder), MONMOUTH, OCEAN, AND SALEM (Remainder) COUNTIES		

SPRINKLER FITTERS	33.00	6.10
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SFNJ0692C 05/01/2002

	Rates	Fringes
CAMDEN, GLOUCESTER, MERCER (Town of Trenton), AND SALEM (Penns Grove, excluding Penns Grove Airport) COUNTIES		

SPRINKLER FITTERS	35.02	11.80
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SHEE0019M 05/01/2002

Invitation for Bids
DACW61-03-B-0002

	Rates	Fringes
CAMDEN, GLOUCESTER, & SALEM COUNTIES:		
SHEET METAL WORKER	30.68	17.90+H

H-Election Day is a paid holiday.

	Rates	Fringes
SHEE0027B 06/01/2000		
ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER, MONMOUTH AND OCEAN COUNTIES		

SHEET METAL WORKERS	31.00	15.38
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	Rates	Fringes
SUNJ1002A 12/07/1993		
MERCER COUNTY		
CEMENT MASONS (BUILDING CONSTRUCTION ONLY)	19.60	8.83

	Rates	Fringes
* TEAM0331A 01/01/2003		
ATLANTIC AND CAPE MAY COUNTIES		
TRUCK DRIVERS:		
GROUP 1	22.00	13.08+A+B
GROUP 2	22.15	13.08+A+B
GROUP 3	22.35	13.08+A+B
GROUP 4	22.50	13.08+A+B

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.

- B. BREAVEMENT LEAVE: Any employee having a death in their immediate family, which shall be parents, spouse, children blood brothers or sisters, mother-in-law, and father-in-law shall be given three (3) days time off with pay at the time of death upon furnishing proof of said death. The provision shall also apply to grandparents, when living with the employee.

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.

TEAM0469D 05/01/2000

BURLINGTON (Remainder), MERCER, MONMOUTH, AND OCEAN COUNTIES

TRUCK DRIVERS:

	Rates	Fringes
GROUP 1	26.35	11.835+A
GROUP 2	26.40	11.835+A
GROUP 3	26.50	11.835+A
GROUP 4	26.60	11.835+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, including 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, dumptrucks, 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 05/01/2002

Rates Fringes

BURLINGTON (Area West of the NJ Turnpike to the Delaware River),
CAMDEN, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES

TRUCK DRIVERS:

GROUP 1	22.50	10.7375+A+B
GROUP 2	22.55	10.7375+A+B
GROUP 3	22.70	10.7375+A+B
GROUP 4	22.90	10.7375+A+B
GROUP 5	23.05	10.7375+A+B
GROUP 6	*	10.7375+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.
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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)(ii)).

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

SECTION 02325

DREDGING

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work covered by this section consists of furnishing all labor, materials, plant and equipment, and performing all operations required for completing the dredging as specified herein.

1.2 WORK COVERED BY CONTRACT PRICE

The contract price shall include the cost of using the Contractor's plant, equipment, and operating personnel for the work assignments provided by the Contracting Officer. The plant and equipment to be furnished under this contract includes a 12-inch to 14-inch hydraulic pipeline dredge with operating personnel and attendant plant, tugboat with operating personnel, booster pump, *D-5* dozer or equivalent with operator, crawler mounted dragline with operator, barge, steel drainage pipe(s), sluices, treated lumber, brush cutter, cellular phone and plastic sheeting.

1.3 REFERENCES

The publications listed below form a part of these specifications to the extent referenced. The publications are referred to in the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D 2103 (1992) Polyethylene Film and Sheeting

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)

AWPA C2 (1995) Lumber, Timbers, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Processes

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FS MM-L-751 (Rev H) Lumber, Softwood

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 156 (1992) Navigation and Navigable Waters, Oil and Hazardous Material Transfer Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (Latest Rev.) Safety and Health Requirements Manual

EM 1110-2-1003 (1 Jan. 2002) Hydrographic Surveying Manual

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

NOTE: Any submittals classified as "SD-01 Preconstruction Submittals" are submittals required to be submitted to, and approved by, the office indicated prior to mobilization to the contract work site. All other submittals, classified as "SD-02" through "SD-11," shall be submitted to, and approved or reviewed by, the office indicated prior to commencing the particular task to which the submittal is associated.

SD-01 Pre-Construction Submittal

Vessel and Equipment List; G,COR.

The Contractor shall submit for approval a complete list of all vessels and equipment to be used during the contract, including all dredging plants, supporting vessels, and equipment. The vessel list shall contain the types, the numbers of each, the draft of each, and all other pertinent information.

DGPS Positioning;

Records of position during dredging shall be recorded on a computer disk every 15 minutes and submitted to the Contracting Officer on a daily basis.

SD-07 Certificates

Plastic Sheeting; G,COR.

The Contractor shall furnish the Contracting Officer no less than 7 days in advance of delivery of material to the work site, in duplicate, an affidavit signed by a legally authorized official from the source of the plastic sheeting. The affidavit shall attest that the plastic sheeting meets the specific requirements stated in these specifications.

SD-10 Operation and Maintenance Data

Daily Report of Operations; G,COR.

The Contractor shall prepare, maintain, and submit daily for approval, a Daily Report of Operations form, and shall furnish signed copies thereof with the Quality Control Reports required in SECTION 01450 CONTRACTOR QUALITY CONTROL, to the Contracting Officer. A copy of the Daily Report of Operations form to be used is attached at the end of this section. Further instructions on the preparation and submittal of this form will be provided at the Pre-Dredging Coordination Meeting.

1.5 GENERAL

1.5.1 Capability

The Contractor shall be responsible for providing sufficient plant, equipment and personnel to work six days per week as directed by the Contracting Officer.

1.5.2 Condition of Plant and Equipment

The dredge plant and equipment shall be in satisfactory operating condition and capable of safely and efficiently performing the work as set forth in these specifications, and shall be subject to inspection by the Contracting Officer at all times.

1.5.3 Control of Plant and Equipment

The entire lot of plant and equipment included in the contract shall be under the control of the Contracting Officer, or his authorized representative, with regard to hours of work, location of work, and work to be accomplished. A representative of the Contracting Officer will be available, at a minimum, by telephone, at all times to issue instructions regarding the work; however, the actual supervision and direction of dredging operations shall be the responsibility of the Contractor.

1.5.4 Contractor Representation

The Contractor, or a representative with full authority to act for him in regard to care and operation of the plant, shall be on the site of the work at all times and available by telephone, or equivalent, at all times. The Contractor shall designate a qualified representative to act on his behalf in the case of his absence.

1.5.5 Government Liability

Notwithstanding any other provisions of the contract or these specifications to the contrary, the Government assumes full liability for any and all damages to third parties occasioned by dredging operations when the specific operations causing the damage are performed by the Contractor in strict accordance with the directives of the Contracting Officer. The sole intent of this provision is to relieve the Contractor of responsibility for damages to structures or realty resulting from dredging and from the disposal of dredged material when performed as directed by the Contracting Officer, as distinguished from damages or injuries resulting from operational negligence on the part of the Contractor. All necessary rights-of-way for dredging and the disposal of resulting materials will be obtained by the Government.

1.6 SCHEDULE OF DREDGING OPERATIONS

1.6.1 Hours of Work

Dredging operations normally will be required six days per week, Monday through Saturday, 24 hours per day. For payment and reporting purposes, a work day shall be defined as midnight to midnight.

1.6.2 Location of Work

The sketches included in Section 00835 of this contract entitled: "NEW JERSEY INLETS", "BARNEGAT INLET, NEW JERSEY", "COLD SPRING INLET, NEW JERSEY", and "ABSECON INLET, NEW JERSEY" form a part of these specifications and show the areas over which the Contractor's plant,

equipment and operating personnel will be employed. Dredging may also be required in waterways adjacent to the New Jersey Intracoastal Waterway. It is anticipated that the dredging work will start in the southern end of the New Jersey Intracoastal Waterway.

1.7 FUEL OIL HANDLING

The Contractor shall assure that all fuel oil transfer operations, to or from his plant, comply with all Federal, State, and Local laws, codes, and regulations. The Contractor shall incorporate in his accident prevention plan, submitted in accordance with Contract Clause entitled: "ACCIDENT PREVENTION", sufficient information to demonstrate compliance with 33 CFR 156 and all other applicable laws, codes, and regulations.

1.8 DREDGE PLANT

1.8.1 Dredge Requirements

The dredge furnished by the Contractor shall have a dredge pump with at least a 12-inch, but not larger than a 14-inch, inside diameter discharge flange. The prime mover for the dredge pump shall have not less than 700 continuous brake horsepower (522 KW) as rated by the manufacturer. The dredge shall have a maximum draft of 4.5 feet. The dredge ladder and spuds shall be of sufficient length and construction to permit efficient dredging to a depth not less than 16 feet below the water surface. The Contractor shall have available at all times a variety of interchangeable pump impellers to permit the dredge to work under varying conditions of length of discharge line and lift. Discharge lines may be required up to 17,500 feet in length and lift may be as much as 25 feet, although these conditions may not necessarily occur simultaneously. The Contractor shall have available at all times two serviceable cutterheads capable of excavating material varying from well packed sand to loose sandy silt.

1.8.2 Gages

The dredge shall be equipped with recording vacuum and pressure gages to record pipeline pressure and pump vacuum. Sufficient charts shall be provided to record data daily, with such charts furnished to the Contracting Officer as part of the quality control reports required under Section 01450 CONTRACTOR QUALITY CONTROL.

1.8.3 Differential Global Positioning System (DGPS) Equipment

The Contractor must have a differential GPS, in accordance with the requirements for a Class 1 Survey, as defined in the U.S. Army Corps of Engineers Hydrographic Surveying Manual EM 1110-2-1003, dated 1 Jan. 2002. The Contractor shall provide real time positioning on a computer screen during dredging, and have the capability of playback in 15 minute intervals. The position must be recorded on a disk every 15 minutes and submitted to the Contracting Officer on a daily basis.

1.9 ATTENDANT PLANT

1.9.1 General

Attendant plant furnished by the Contractor shall consist of, but not be limited to, all such fuel barges, discharge pipes, shore pipe(s), derrick barge, water barges, tenders, tugboat, and other equipment, as may be required. The attendant plant shall be in good condition and of sufficient

size and capacity to efficiently serve the dredge, and expediently transport the equipment and plant during dredging operations. The attendant plant shall be in operating condition at all times regardless of the pay status of the dredge.

1.9.2 Pipelines

1.9.2.1 General

The discharge pipelines shall be at least 12-inches in diameter but not larger than 14-inches. The in-water work assignments will require pipeline lengths ranging from approximately 1,000 feet to a maximum of 14,500 feet. Sufficient pipe, pontoons, pontoon elbows, flexible connections, etc., shall be furnished so that suitable floating and/or submerged discharge pipelines up to 14,500 feet in length and suitable shore lines up to 3,000 feet in length can be assembled. The total 14,500 foot length of pipe required for the in-water work assignments shall include at least 1,500 feet of pontoon-supported floating discharge pipe with at least two pontoon elbows and connections.

1.9.2.2 Pipelines for Overboard Disposal

For overboard disposal of material, the end of the discharge pontoon line shall be equipped with an elbow arrangement so that material is discharged 1-foot below the surface of the water. A horizontal spreader shall be provided at the end of the elbow arrangement and material shall be spread throughout the overboard disposal area in a manner not to exceed 1-foot of depth in any location.

1.9.2.3 Pipelines for Upland Disposal

A diffuser shall be used at the end of the pipeline for placing material in an upland disposal area. Trestles for the support of pipelines in shallow water and other places, where necessary, shall be built, maintained and removed by the Contractor.

1.9.3 Pipelines for Upland Cape May Disposal Area

Pipelines and any equipment that the Contractor may use shall not cross or be placed over or on the existing gabions. Any damage to the gabions shall be repaired, at the Contractor's expense.

1.9.4 Tenders

The attendant plant furnished by the Contractor shall include a minimum of two tenders, either of which can be used as a crew boat and be of such size and design to adequately serve the dredge, and an outboard motor boat of not less than 25 horsepower.

1.9.5 Tugboat

A tugboat, with at least 200 horsepower, shall be provided to assist in transporting the plant, at the direction of the Contracting Officer. It shall be the responsibility of the Contractor to schedule its arrival at the work site so that lay time of the tugboat or the dredging plant does not result. The time during which the tugboat is required will be computed separately for payment and will be that time during which the tugboat is actively employed in transporting the plant subject to the provisions under the Paragraph entitled: "MEASUREMENT AND PAYMENT". In cases of late

delivery of the tugboat, the Contracting Officer may require that the dredging plant stand by until the tugboat arrives. This time will be considered lay time in accordance with the Paragraph entitled: "MEASUREMENT AND PAYMENT".

1.10 OTHER EQUIPMENT

The Contractor shall also furnish the following equipment and separate operating personnel:

1.10.1 Booster Pump

Booster pump shall have not less than 700 continuous brake horsepower (522 KW) as rated by the manufacturer.

1.10.2 Dozer

A low ground pressure, **D-5** type dozer or equivalent, with operator, as approved by the Contracting Officer.

1.10.3 Crawler Mounted Dragline(s)

The Contractor shall provide a 1-1/2 cubic yard capacity crawler mounted dragline, with operator and required materials. The dragline may be required to work in very soft materials. The Contractor shall have available, at all times, sufficient mats for use in these soft areas. **The Contractor shall be required, if Option 1 is awarded, to provide an additional similar dragline, operator, and required materials for a period of up to 50 days for preparation of disposal areas. This may be at a site separate from the other dragline.**

1.10.4 Barge

Barge shall be of sufficient size and capacity to transport the dozer and/or crawler mounted dragline.

1.10.5 Cellular Phone

A cellular phone, with an unlimited calling area, shall be provided on board the dredge at all times, for use by the Contracting Officer for official Government business.

1.10.6 Brush Cutter

A gas-powered brush cutter shall be used to clear fields of vegetation, heavy brush, and saplings up to three inches in diameter. The brush cutters shall be equipped with a metal blade for cutting.

PART 2 PRODUCTS

2.1 STEEL DRAINAGE PIPE

The steel drainage pipes used for the sluices shall be 24-inch diameter, corrugated steel, galvanized finish, with watertight gasketed joints, as recommended by the pipe manufacturer.

2.2 TREATED LUMBER

Lumber used shall conform to FS MM-L-751, and be pressure-treated with

Chromated Copper Arsenate (CCA) to a final net retention of 2.5 pounds per cubic foot, in accordance with AWWA C2.

2.3 PLASTIC SHEETING

Plastic sheeting shall be black, with minimum thickness of 6 mils and conform to ASTM D 2103.

PART 3 EXECUTION

3.1 DREDGING AND OTHER WORK

3.1.1 General

The Contractor's dredge, dragline, attendant plant and equipment will require inspection and approval by the Government, prior to the start of work. The Contractor must give the Contracting Officer at least 48 hours notice prior to inspection of attendant plant and equipment. The Contractor shall provide a crew to work a minimum of 112 man-hours per day for the satisfactory and efficient operation of the dredge and attendant plant. This crew excludes the superintendent, office personnel, and equipment operators.

3.1.2 Performance of Plant

The dredge plant furnished by the Contractor shall perform efficiently under the conditions described in these specifications. If, after a trial of 15 days, it is judged by the Contracting Officer that the dredging plant is not performing efficiently, the contract may be cancelled, and payment will be made only for the time worked. If, after satisfactory performance during the trial period, it becomes apparent, in the opinion of the Contracting Officer, that the performance does not equal the performance during the 15 day trial period, the Contractor's right to proceed may be terminated at the discretion of the Contracting Officer in accordance with the Contract Clause entitled: "DEFAULT (FIXED-PRICE CONSTRUCTION)", and payment for the time worked will be reduced by the ratio that output falls short of that established by the 15 day trial period, with allowances for changes in dredging conditions.

3.1.3 Unserviceable Plant

If, at any time during the life of the contract, the Contracting Officer determines that any item of plant, or part thereof, is inadequate for the service required, is not being operated at full capacity, has become unserviceable or unsafe, is incapable of efficient work, or is not being efficiently operated because of insufficient or incompetent crew, he will notify the Contractor in writing of his decision and direct that the item of plant or part thereof be removed from the worksite until the defects are corrected. After giving such notice, the rate of payment for the entire plant will be reduced by the ratio that the output falls short of that established by the 15 day trial period, with allowances for changes in dredging conditions. The rate of payment will be reduced until the defects are corrected, the incompetent crew replaced, or the crew is increased to the satisfaction of the Contracting Officer. The Contractor may substitute other plant of similar capacity and power, satisfactory to the Contracting Officer, for any item of plant or part thereof condemned or ordered removed from the work as unfit.

3.1.4 Movement of Plant

When moving to a new assignment requiring shore pipeline, it shall be the responsibility of the Contractor to assemble and lay the shore pipeline ready for use prior to the arrival of the dredge. The Contractor will be notified of such assignments in sufficient time in advance of the required movement of dredge plant to permit assembly of equipment and placing of shore pipeline at the new dredging site. Sufficient shore crew and other plant shall be available for performance of this work.

3.1.5 Operation and Repair

The Contractor shall furnish, at his own expense, all labor, fuel, necessary equipment for transportation of fuel to the dredge, appliances, appurtenances, equipment, material, subsistence and supplies, and bear all expense incident to the efficient operation of his plant in connection with the dredging under this contract. The Contractor shall also bear all direct, overhead, and collateral expenses incident to the operations, upkeep and repair of all items of plant and equipment. The Contractor shall maintain the plant in a good state of repair, shall arrange for a supply of renewal parts to be on hand when needed for the dredge and each kind of attendant plant and equipment, and shall provide and maintain efficient crews for each item of plant and/or equipment employed in connection with the work. All pipelines shall be kept in good condition at all times, and any leaks or breaks shall be promptly and properly repaired. All floating pipelines shall be supported by the usual catamarans and bracings or small barges or pontoons.

3.1.6 Storage of Pipe and Equipment

On Sundays, when no work is normally required, and during all lay periods, all pipe and other equipment shall be located to conform with U.S. Coast Guard Regulations so that a navigational hazard does not exist. All pipe and other equipment shall be marked and lighted in accordance with Coast Guard regulations and the USACE Safety Manual.

3.2 Hydrographic Survey Equipment

Hydrographic surveys will be conducted to meet USACE Performance Standards as defined in the Hydrographic Surveying Manual EM 1110-2-1003, dated 1 January 2002. Surveys will be performed by single transducer sounding techniques, multi-beam sweep type surveys or both. Bottom soundings will be obtained by the single beam fathometer operating at a frequency ranging from 190 to 210 Khz. When utilizing multi-beam technology, the operating frequency will range from 180 to 250 Khz. All fathometers will be calibrated following procedures outlined in the aforementioned EM.

3.3 DISPOSAL AREAS

3.3.1 General

All disposal areas will be furnished by the Government. However, the Contractor shall be required to construct and/or repair embankments for confining dredge material and construct and install the sluices and drainage pipes as shown on the sketches included in Section 00835 of this contract. Dike heights shall not exceed 10 feet, measured from interior area elevations. All dike material shall be obtained from inside the perimeter of the dikes not closer than 30 feet from the interior toe. The Contractor shall construct stable dike embankments. The Contractor may be required to dry materials to achieve a moisture content that would produce

a stable embankment. All work shall be performed with the specified contract equipment.

In areas where the dike embankment is constructed using granular material, the Contractor shall provide plastic sheeting on the dike embankments as shown on the sketch included in Section 00835 and as directed by the Contracting Officer. The ends of the plastic sheeting shall be secured in anchor trenches having a depth of at least 6 inches. The plastic sheeting shall be secured using anchors, sandbags, soil or other method approved by the Contracting Officer. In areas where the dike embankment is constructed using fine-grained material, no plastic sheeting will be required. The Contractor shall obtain the Contracting Officer's approval prior to not using plastic sheeting.

The Contractor shall minimize impacts to wetlands, as identified by the Contracting Officer, during all construction activities including dike construction and/or repair, sluice installations, dredge pipe placement and removal, and the traverse of wetlands by heavy equipment to gain access to remote disposal areas. The use of mats will be required for tracked vehicles traversing wetland areas.

3.3.2 Control of Disposal Area Effluent

The Contractor shall monitor disposal area conditions to preclude excessive ponding and to maintain effluent quality as prescribed below. Sluice height shall be reviewed by the Contractor on a continuing basis to insure that the optimum height needed to satisfy both of these requirements is employed at all times. The Contractor shall be required to raise the elevation of the crest of the sluice or to stop pumping into the disposal area and permit the fill to settle whenever the density of samples of the mixture of suspended material and water discharged over the sluice is greater than 8 grams per liter. Samples for density determination shall be taken, tested, and recorded by the Contractor. Samples at the sluice shall be taken as often as required and at least twice daily at times when the flow is at maximum rate and after the dredge has been operating continuously for not less than the time required for solids in suspension to flow from the discharge pipe to the sluice. The minimum frequency of sampling at the sluice shall be increased when effluent density increases or nears the maximum specified. All density determinations including times of sampling shall be recorded on the Daily Report of Operations form required in the Paragraph entitled: "CONTRACTOR QUALITY CONTROL", of this section.

3.3.2.1 Effluent Density

Each grab sample shall be taken from the mixture flowing over the sluice at a depth of not over two feet and shall be made up by partially filling, without overflow, a one-quart container at not less than ten different places in the length of the sluice and combining the mixture in a bucket or other suitable container. When settled solids are not present in the sample, the density may be determined by the hydrometer method or the weight-volume method as hereinafter specified. When settled solids are present, the density shall be determined by the weight-volume method.

a. Hydrometer Method: When the hydrometer method is used for density determination, an instrument similar or equal to Catalog No. 11556F, Fisher Scientific Company shall be used. The hydrometer shall be used as specified by the manufacturer.

b. Weight-Volume Method: When the weight-volume method is used for density determination, the total sample shall be measured to obtain volume in liters and weight in grams. Measurements shall be made with a 1,000 c.c. laboratory cylinder and a scale or balance capable of weighing the sample and cylinder to the nearest gram. The unit weight shall then be obtained by dividing the total weight in grams by the total volume in liters.

3.3.2.2 Records

Records of disposal area effluent measurements and corrective action taken shall be submitted daily to the Contracting Officer.

3.3.3 Additional Requirements

a. A freeboard of two feet or more, measured vertically between the retained materials and water and the top of the adjacent confining dike, shall be maintained at all times. If the required freeboard is not met, the Contractor shall stop pumping into the disposal area until corrective means have been taken which are satisfactory to the Contracting Officer.

b. The Contractor shall ensure that all sluice boxes have structurally sound access walkways with handrails on both sides of the walkway from the dikes to the sluices throughout their length, and a walkway in a "T" configuration along the back of the sluices to enable the inspector to readily obtain the samples of the mixture going over the sluices as hereafter specified. The Contractor will be required to provide the timber for the walkways and handrails. Timber used to construct the walkways and handrails shall be in accordance with the requirements for the sluice box timber and in accordance with Section 21 of EM 385-1-1.

c. The Contractor shall have a minimum of 2 personnel at the disposal area when work (disposal or other) is being done at a disposal area, and a generator with a light plant sufficient to light the sluice area during darkness. The disposal area personnel shall have radio communication with the dredge at all times.

d. Sluices constructed entirely of wood shall conform to sketches provided in Special Contract Requirements Section 00835.

e. Prior to pumping material into the disposal areas that have existing steel sluices, the Contractor shall weld 1-inch diameter steel rings to the underside of the upper cross members on the ends of the steel structural frame. The Contractor shall attach a 3/8-inch steel cable to these rings which will run the length of each sluice. The cables shall be used to attach full body safety harnesses for employees working on the sluices.

f. The Contractor shall provide a full body safety harness for employees and Government inspectors to use during the installation and removal of sluice boards and the taking of samples from steel sluices. Each person working on the sluice will wear the safety harness and attach it to the cable installed on each steel sluice.

g. All sluice boards used in steel sluices shall be constructed of 4" x 4" treated lumber as specified in herein. The boards shall be notched to fit the steel channels, as required. All existing 2" sluice boards shall be removed and replaced.

3.4 CONTRACTOR QUALITY CONTROL

The Contractor shall prepare and maintain Daily Report of Operations forms and shall furnish signed copies thereof with the Daily Construction Quality Control Reports required in Section 01450 CONTRACTOR QUALITY CONTROL to the Contracting Officer. A copy of the Daily Report of Operations forms to be used is attached at the end of this section. Further instructions regarding the preparation and submittal of this form will be provided at the Pre-Dredging Coordination Meeting.

3.5 MEASUREMENT AND PAYMENT

3.5.1 Mobilization and Demobilization

a. All costs connected with the mobilization and demobilization of all the Contractor's dredging plant and equipment will be paid for at the contract lump sum price for **Base** Bid Item No.1, "Mobilization and Demobilization". Total Mobilization shall not exceed sixty percent (60%) of the combined mobilization and demobilization amounts. Mobilization will be paid to the Contractor upon completion of mobilization at the work site. The remaining forty percent (40%) will be included in the final payment for the work under this contract.

b. Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations, i.e., transfer of dredge, attendant plant, and equipment to the work site; initial installation of the pipeline; preparation of disposal areas; and other incidentals in advance of the actual dredging operations.

c. Demobilization shall include general preparation for transfer of plant to its home or standby base, removal of pipelines, cleanup of disposal areas, and transfer of plant to its home or standby base. Upon termination or completion of the contract, it is anticipated that the dredge and attendant plant will be released to the Contractor in the vicinity of Oyster Creek Channel located near the northern end of Long Beach Island adjacent to Barnegat Inlet.

3.5.1.1 Contractor's Cost Data

In the event the Contracting Officer considers that the amount in this item (60%) which represents mobilization, does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer will result in payment of actual mobilization costs, as determined by the Contracting Officer at the completion of mobilization, and payment of the remainder of this item in the final payment under this contract.

3.5.2 Dredging

The use of the Contractor's dredge plant, attendant plant, and associated operating personnel will be measured for payment by the hour under **Base** Bid Item No. 2, "12"-14" Dredge with Operating Personnel and Attendant Plant". Pay time, except for the additional tugboat as previously specified, shall begin on the date and hour of acceptance of the plant by the Contracting Officer, subject to the provisions specified below, and shall end when the plant is released to the Contractor. Payment will be computed on the basis of hours and fractions thereof for effective and non-effective time. Time will be calculated to the nearest one-sixtieth (1/60) hour for payment.

3.5.2.1 Effective Time for Payment Under **Base** Bid Item No. 2

The following shall be considered effective time for payment at the contract hourly rates under **Base** Bid Item No. 2, "12" - 14" Dredge with Operating Personnel and Attendant Plant":

- a. Actual time of dredging.
- b. Time lost for passing of vessels.
- c. Actual time lost due to moving and changing swinging anchors, changing swinging wires to previously prepared pendants, and making necessary changes in shore lines or pontoon lines as necessitated by the progress of the work.
- d. Time lost not in excess of eight hours when operations are suspended by the Contracting Officer when, in his opinion, conditions are such that continued operations are impracticable or uneconomical.
- e. Lay time on completion of an assignment as a result of delay by the Government in designating a new assignment.

3.5.2.2 Non-Effective Time With Payment at Eighty Percent of Hourly Rate for **Base** Bid Item No. 2

The following shall be considered non-effective time with payment being made at eighty percent(80%) of the hourly contract rates under **Base** Bid Item No. 2, "12" - 14" Dredge with Operating Personnel and Attendant Plant":

- a. Actual time of moving from one location to another at the direction of the Contracting Officer.
- b. Actual time lost due to removal of logs, driftwood, and other obstructions from the pump, pipeline and cutterhead; removal of drift from the pontoon line; and necessary time lost due to washing out pipelines before handling.
- c. Actual time to remove the dredge from a work assignment area to a suitable location on Saturday evening and return from said location on Monday morning will not be paid in excess of two hours of each day.

3.5.2.3 Non-Effective Time With Payment at Fifty Percent of Hourly Rate for **Base** Bid Item No. 2.

The following shall be considered non-effective time with payment being made at fifty percent (50%) of the contract hourly rates under **Base** Bid Item No. 2, "12" - 14" Dredge with Operating Personnel and Attendant Plant":

- a. Actual time lost up to, but not in excess of four hours on each occasion, due to shutdown for repair or replacement with further provision that total payment for lost time due to repairs or replacement will not be made for more than four hours in any consecutive two day period.
- b. Time lost in excess of eight hours when operations are suspended by the Contracting Officer, when in his opinion conditions are such that continued operations are impracticable or uneconomical.
- c. Actual moving time lost between dredging locations as the result of darkness up to, but not in excess of, eight hours during each 24 hour

hour period.

3.5.2.4 Conditions of Nonpayment

Payment will not be made under the following conditions:

- a. Lay time on completion of a work assignment, or lay time after arrival at the location of a new assignment when such time is incurred at the direction of the Contractor or when, through the negligence of the Contractor, the necessary equipment is not available or in operating condition at the new assignment, or when, for any reason, the range signals, gages, and/or GPS equipment cannot be properly observed from the dredge.
- b. Time lost in excess of four hours on each occasion or in excess of four hours in each consecutive two day period due to shutdown for repair or replacement.
- c. Time required in laying submerged pipe upon arrival at subsequent dredging locations, relaying, cleaning-out or any other handling of the submerged discharge lines.
- d. Time for Sundays during the contract period.

3.5.3 Booster Pump

The use of the booster pump will be measured for payment by the hour. Payment for the booster pump will be made at the contract hourly rate under **Base** Bid Item No. 3, "Booster Pump". Effective time for full payment at the contract hourly rates, non-effective with payment made at eighty percent (80%) of the contract hourly rate, non-effective time with payment made at fifty percent (50%) of the contract hourly rate, and non-pay time for the booster pump will be determined in the same manner as specified for **Base** Bid Item No. 2, "12" - 14" Dredge with Operating Personnel and Attendant Plant".

3.5.4 Tugboat with Operating Personnel

The use of the tugboat will be measured for payment by the hour. Payment for the tugboat and operating personnel will be made at the contract hourly rates under **Base** Bid Item No. 4, "Tugboat with Operating Personnel". Pay time will begin when the tugboat is delivered to the location directed by the Contracting Officer and will end when the tugboat is released to the Contractor. Payment will be computed on the basis of hours and fractions thereof calculated to the nearest one-sixtieth (1/60) hour. No payment will be made for time lost in excess of one hour on each occasion due to shutdown for repair or replacement during the time employed. No payment will be made for lay time in excess of one hour upon delivery of the tugboat to the work site. The minimum payment time for each occasion when the Contracting Officer requires the tugboat will be eight hours.

3.5.5 Dozer and Dragline(s)

The use of the dozer and dragline(s) will be measured for payment by the day. Payment for this equipment and all required operating personnel will be made at the respective contract daily rates under **Base** Bid Item No. 5, "Dozer with Operator" and **Base** Bid Item No. 6 **and Option 1 Bid Item No. 11**, "Crawler Mounted Dragline with Operator" **and "2nd Crawler**

Mounted Dragline with Operator", respectively. Payment for the dozer and dragline will be made for operations performed per eight hour work day, five days per week Monday through Friday, except holidays, and on Saturdays as directed by the Contracting Officer. Pay time for each piece of equipment used in the work will begin when the dozer and/or dragline are delivered to the location directed by the Contracting Officer and will end when the equipment is released to the Contractor. The minimum payment time for each occasion when the Contracting Officer requires the equipment will be five work days at each disposal site. Payment for the dozer and dragline will be made at one hundred and fifty percent (150%) of the respective daily contract rates under **Base Bid Item Nos. 5, 6, and Option 1 Bid Item No. 11**, for work performed on Saturdays.

3.5.6 Barge

The use of the barge for transporting and delivering the dozer and/or dragline to and from the various disposal areas will be measured for payment by the day. Payment will be made at the contract daily rates under **Base Bid Item No. 7, "Barge"**. Pay time will begin when the barge starts transporting the equipment to the location directed by the Contracting Officer and will end when the equipment is returned to the Contractor. If the equipment is to remain at a work site for more than 15 work days, the Contracting Officer may direct that the barge be returned to the Contractor and pay time will end when so directed. Minimum payment time for each occasion when the barge is required to transport the equipment to and from the disposal area will be seven, eight-hour work days. All costs in connection with towing the barge shall be included in the contract unit price for **Base Bid Item No. 7**.

3.5.7 Steel Drainage Pipe(s)

The use of the drainage pipe will be measured for payment by the linear foot installed. Payment will be made at the contract unit price under **Base Bid Item No. 8, "Steel Drainage Pipe"**, which shall include compensation to the Contractor for all transportation, installation, and removal costs associated with the pipe.

3.5.8 Sluices

Sluices will be measured for payment by the number installed. Payment will be made at the contract price per unit under **Base Bid Item No. 9, "Sluices"**, which shall include compensation to the Contractor for all transportation, installation, and removal costs associated with the sluices.

3.5.9 Plastic Sheeting

Plastic sheeting will be measured for payment by the square yard of material installed. Payment will be made at the contract unit price for **Base Bid Item No. 10, "Plastic Sheeting"**, which shall include compensation to the Contractor for all transportation, materials, installation, and removal costs associated with the plastic sheeting.

3.5.10 Disposal Area Personnel

No separate measurement or payment will be made for disposal area personnel and all costs associated with the work of said personnel shall be included in the costs for **Base Bid Item No. 1, "Mobilization and Demobilization"** and all other bid items associated with the disposal area.