

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

2. AMENDMENT/MODIFICATION NO.
0004

3. EFFECTIVE DATE
07/31/03

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (If other than Item 6) CODE

U.S. Army Corps of Engineers, Philadelphia
Wanamaker Building, 100 Penn Square East
Philadelphia, Pennsylvania 19107-3390

Maureen Jordan, 215-656-6763

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(√)

9A. AMENDMENT OF SOLICITATION NO.

X

DACW61-03-B-0008

9B. DATED (SEE ITEM 11)
6/26/03

10A. MODIFICATION OF CONTRACTS/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

MAINTENANCE DREDGING, DELAWARE RIVER, PHILADELPHIA TO TRENTON

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 is not, 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 OF 12 AUGUST 2003 AT 2:00 P.M.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

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14. DESCRIPTION OF AMENDMENT (continued)

a. SPECIAL CONTRACT REQUIREMENTS:

(1) SECTION 00800 - SPECIAL CLAUSES- Please delete Section 00800 in its entirety and insert revised section of the same number, annotated Amendment No. 0004, attached hereto.

(2) SECTION 00815 - WAGE RATES - Please add pages 00815-14 through 00815-40, annotated Amendment No. 0004, attached hereto.

b. TECHNICAL SPECIFICATIONS:

(1) SECTION 01010 - SUMMARY OF WORK- Please delete page 01010-1 in its entirety and insert the new page of the same number, annotated Amendment No. 0004, attached hereto.

(2) SECTION 01355 - ENVIRONMENTAL PROTECTION: DREDGING - Please delete Section 01355 in its entirety and insert revised section of the same number, annotated Amendment No. 0004, attached hereto.

(3) SECTION 02325 - DREDGING - Please delete pages 02325-1 through 02325-14 in their entirety and insert new pages of the same numbers, annotated Amendment No. 0004, attached hereto.

(4) SECTION 05900 - SLUICE BOXES AND OUTFLOW PIPES - Please delete page 05900-5 in its entirety and insert the new page of the same number, annotated Amendment No. 0004, attached hereto.

c. CONTRACT DRAWINGS:

(1) DRAWING NO. 61999 - Please delete the listed drawing in its entirety and insert the revised drawing of the same number with a revision date of 31 July 2003, attached hereto.

d. Please indicate receipt of this amendment on Standard Form 1442(SOLICITATION, OFFER, AND AWARD) as Amendment No.0004. Failure to acknowledge all amendments may be cause for rejection of the bid.

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SECTION 00800
SPECIAL CLAUSES

INDEX

PARA	TITLE
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SPECIAL CLAUSES

SC-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence disposal area work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) complete the disposal area construction of Money Island and Biles Island sites ready for use not later than 1 October 2003, (c) to prosecute all other work diligently, (d) and to complete the entire work in 180 calendar days. The time stated for completion shall include final cleanup of the premises.

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 \$550.00 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

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

b. The sum of \$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 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

a. Upon obtaining the plans and specifications, the Contractor shall:

- (1) Immediately check the specifications and all drawings;
- (2) Compare the specifications and all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies; and
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph.

b. Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

c. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

e. The work shall conform to the specifications and the contract drawings identified on the following, all of which are available in the office of the District Engineer, U.S. Army Engineer District, Philadelphia, Room 643, Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107. Drawings are titled: Maintenance Dredging, Delaware River, Philadelphia, Pennsylvania to Trenton, New Jersey.

Drawing No.	Subtitle	Date	Latest Rev. Date
61980	General Plan, Vicinity Map and List of Drawings	27 June 03	7/18/03
61981	Soundings - A.S. #1	27 June 03	None
61982	Soundings - A.S. #1, A.S. #2 and A.S. #3	27 June 03	None
61983	Soundings - A.S. #3, A.S. #4 and A.S. #5	27 June 03	None
61984	Soundings - A.S. #5 and A.S. #6	27 June 03	7/18/03
61985	Soundings - A.S. #7, A.S. #8 and A.S. #9	27 June 03	7/18/03
61986	Soundings - A.S. #10, A.S. #11 and A.S. #12	27 June 03	None
61987	Soundings - A.S. #12, A.S. #13, A.S. #14 and A.S. #15	27 June 03	None
61988	Soundings - A.S. #15, A.S. #16, A.S. #17, A.S. #18, A.S. #19 and A.S. #20	27 June 03	None
61989	Soundings - Non-Dredging Reach	27 June 03	None
61990	Soundings - A.S. #21	27 June 03	None
61991	Soundings - Fairless Turning Basin	27 June 03	None
61992	Fairless Turning Basin Coordinates	27 June 03	None
61993	Channel Cross Sections	27 June 03	None
61994	Channel Cross Sections	27 June 03	None
61995	Fairless Turning Basin Cross Sections	27 June 03	None
61996	Palmyra (No.4) Disposal Area Development	27 June 03	None
61997	Hawk Island (No.12) Disposal Area Development NOT IN CONTRACT (AMENDMENT NO. 0002)	27 June 03	7/18/03
61998	Burlington Island (22B) Disposal Area Development	27 June 03	None
61999	Money Island (No.26) Disposal Area Development	27 June 03	7/31/03
62000	Biles Island (No.28) Disposal Area Development	27 June 03	None
62001	Steel Sluice Box Details	27 June 03	None

SC-5 PHYSICAL CONDITIONS (APR 1984)

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

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys. Samples of materials to be dredged were obtained using a harpoon and bottom

samplers.

b. Tide Data. The mean ranges of tides in the Delaware River are approximately 6.4 feet at Burlington, NJ and 6.0 feet at Pier 11 North in Philadelphia. A comparison of mean low water datum to the Corps of Engineers Philadelphia to Trenton Project Datum is presented in Section 00850 of this contract. The maximum velocity of the tidal current is about 2 mph.

c. Weather Conditions. The site of the work is sheltered from storms. 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 construction period.

d. Channel Traffic. Traffic in the work area consists of ocean-going and coastwise vessels, tugs and barges, and pleasure craft. The traffic and vessels may interfere with dredging operations.

e. Conditions of Channel. The channel conditions shown on the contract drawings represent the results of surveys made on the dates indicated and can only be considered as indicating the general conditions at that time.

f. 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.

g. 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.

h. Location. The location of the work is in the Delaware River between Philadelphia and the upper end of Biles Island.

i. Bridge and Utility Crossings:

(1) Bridges: The following bridges cross the project waterway. The vertical clearances stated are above mean high water.

Bridge	Horizontal Type	Clearance	Vertical Clearance	Miles above Mouth
Penn Central RR Co. Vert. Philadelphia, PA to Delair, NJ	Lift	500 ft (down) 135 ft (up)	49 ft.	104.6
Betsy Ross Bridge Philadelphia, PA to Pennsauken, NJ	Fixed Hwy.	620 ft.	135 ft.	104.8
Tacony-Palmyra Bridge Philadelphia, PA to Palmyra, NJ	Bascule Hwy.	240 ft.	53 ft.	107.2
Burlington-Bristol Bridge Burlington, NJ to Bristol, PA	Vert. Lift	500 ft.(down) 135 ft.(up)	62 ft.	117.8
PA - NJ Turnpike Bridge	Fixed Hwy.	620 ft.	135 ft.	121.2

(2) Utility Lines: The locations and elevations of all known utility lines crossing the river are presented in the following table:

Location	Description	Elevation
Upstream side of Penn Central Railroad Bridge	11 submarine cables (1 communication, 2 signal, 4 bridge operating, and 4 emergency)	48 ft below MLW across draw opening
300 ft upstream from Penn Central Railroad Bridge	(2) 12-inch submarine gas pipelines	65 ft below MLW
Tacony-Palmyra Bridge	(2) control cables (2) power cables and (1) telephone cable (all submarine)	natural bottom
0.5 miles downstream from Burlington- Bristol Bridge	aerial electric power lines	140 ft above MLW
Burlington Island to Bristol, PA	telephone cables	unknown

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 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.

j. Current Meter:

The Contractor shall be aware of the NOAA current meter at Newbold (vicinity of Novolog facility). The meter is located on the south side of Newbold range approximately 200 ft. east of buoy "R78". Coordinates are 40 deg 08.0660' N, 074 deg 45.0059'W. The data cable to shore (1/2" diameter steel) runs along the bottom, NNW directly to the white NOAA tide house on the corner of the Novolog (Fairless) pier (40 deg. 08.234'N, 074 deg. 45.118'W).

k. Surveys:

Acceptance Sections Nos.1 and 2 are located in areas which experience the formation of sand waves along the riverbed. As these patterns tend to migrate over a period of time, it will be necessary to perform longitudinal survey lines as well as cross lines for before and after dredging soundings in these areas.

l. Laying of Submerged Pipelines and Obstruction of Channel. All discharge pipelines crossing a navigation channel shall be submerged. 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 (10) 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. The minimum depth to the top of any submerged pipe within the dredging areas in the Delaware River shall be not less than that shown as the required dredging depth for the appropriate acceptance sections shown on the contract drawings.

m. Bridge to Bridge Radio Telephone Equipment. In order that radio telephone communication may 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.

n. The most recent contract maintenance dredging within the 40-foot channel was accomplished under Contract No. DACW61-97-C-0029 by Weeks Marine Company. In addition, the Government-owned Hopper Dredge McFarland performed maintenance dredging during FY02/03 to remove shoals located on Mud Island, Kinkora, Penn and Newbold ranges of the 40-foot channel during the periods of 29 August 2002 to 16 September 2002, 26 September 2002 to 10 October 2002, and 24 October 2002 to 6 November 2002. Contract maintenance dredging of the 25-foot channel was last performed by Weeks Marine Company under contract DACW61-95-C-0045. Maintenance dredging of the Fairless Turning Basin was last performed by Weeks Marine Company under DACW61-02-C-0018 during February 2002.

o. Disposal Areas: The following Government-furnished disposal area are available for this contract:

a. Palmyra, NJ (Area No.4)

b. Burlington Island - Burlington, NJ (Area No. 22B)

c. Money Island, Falls Township, PA (Area No. 26)

d. Biles Island, (Area No. 28)

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

q. "Abstract of Bottom Samples" are included as Section 00845 of this contract.

r. Survey control description sheets are included as Section 00855 of this contract.

SC-6 LAYOUT OF WORK (APR 1965 OCE)

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

SC-7 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least forty (40) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a

supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

SC-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 on 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 CONTINUITY OF WORK (APR 1965 OCE)

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

SC-11 FINAL EXAMINATION AND ACCEPTANCE (APR 1965 OCE)

a. As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of

the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two soundings or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor. The rate of each day in which the Government plant is engaged in such sounding or sweeping operations and/or is enroute to or from the site or held, for the Contractor's convenience, at or near the site for these operations shall be \$3,300.00, except on Saturday, Sunday and holidays when the rate shall be \$3,700.00.

b. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work. (CENAP)

SC-12 SHOALING (1965 APR OCE)

If before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, redredging at contract price, within the limits of available funds, may be done if agreeable to both the Contractor and the Contracting Officer. (CENAP)

SC-13 INSPECTION (APR 1965)

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

a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys, prescribed in the Special Clause entitled "FINAL EXAMINATION AND ACCEPTANCE".

b. To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant and to and from the 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-14 ACCOMMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS (1965 APR OCE)

a. The Contractor shall furnish regularly to Government inspectors on board the dredge or other craft upon which they are employed a suitable separate room for office. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, and chair for each inspector, and washing conveniences. The entire cost of the Contractor for furnishing, equipping and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments to the Contractor.

b. If the Contractor maintains on this work an establishment for the subsistence of his own employees, he shall, when requested, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished will be paid for the Government at a rate of \$5.00 per person for each meal. (CENAP)

SC-15 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," Region I. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For 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-16 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, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting offices for their future use in determining Contractor responsibility, in compliance with DFARS 236.201(c)(1). (CENAP)

SC-17 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989)

a. This clause specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled: DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. For the purpose of this contract, unusually severe weather is defined as daily precipitation equal to or exceeding 0.5 inches and/or maximum daily temperature not exceeding 32 degrees F.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (7) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	6	2	3	3	2	2	2	2	2	2	4

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normal scheduled work. Actual adverse weather days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION). (ER 415-1-15)

SC-18 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 NJ030002

General Decision Number NJ030002
 Superseded General Decision No. NJ020002
 State: New Jersey Construction Type:
 BUILDING

HEAVY HIGHWAY

County(ies):

ATLANTIC	CUMBERLAND	OCEAN
BURLINGTON	GLOUCESTER	SALEM
CAMDEN	MERCER	
CAPE MAY	MONMOUTH	

Building (excluding single family homes and apartments up to and including 4 stories), Heavy (does not include the counties of BURLINGTON, CAMDEN, GLOUCESTER, AND SALEM) Highway Construction Projects.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

ATLANTIC	CUMBERLAND	OCEAN
BURLINGTON	GLOUCESTER	SALEM
CAMDEN	MERCER	
CAPE MAY	MONMOUTH	

ASBE0014C 05/01/2000

	Rates	Fringes
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

ASBE0042B 07/15/1999

	Rates	Fringes
SALEM COUNTY: ASBESTOS WORKERS	23.99	9.89

ASBE0085A 06/01/1994

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems		
ZONE 1	20.20	6.35
ZONE 2	18.30	6.825
ASBESTOS WORKERS ZONE DEFINITIONS ZONE 1: ATLANTIC, BURLINGTON (Bass River and Washington		

Twps.); CAPE MAY, CUMBERLAND AND OCEAN (Eaglewood, Lacy, Little Egg Harbor, Long Beach, Ocean, Stafford, Tuckerton, and Union Twps.) COUNTIES.
ZONE 2: MONMOUTH (Remainder of County)

ASBE0089G 07/01/2002

	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

BOIL0028C 01/01/2002

	Rates	Fringes
BOILERMAKERS	32.03	44%+4.61

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

CARP0031B 05/01/2003

	Rates	Fringes
MERCER COUNTY (Remainder)		
CARPENTERS & INSULATORS	31.92	13.73
MILLWRIGHTS	31.92	13.73

CARP0454B 07/01/2001

	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 05/01/2003

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

AND SALEM COUNTIES

CARPENTERS, INSULATORS, MILLWRIGHTS
AND SOFT FLOOR LAYERS

31.92 13.73

CARP0781A 05/01/2003

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 31.92 13.73
MILLWRIGHTS 31.92 13.73

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

CARP1456H 05/01/2001

Rates Fringes

MERCER AND MONMOUTH COUNTIES
DOCK BUILDERS & PILED RIVERMEN

30.39 23.56

CARP2018A 05/01/2003

Rates Fringes

OCEAN COUNTY
CARPENTERS 31.92 13.73
MILLWRIGHTS 31.92 13.73

CARP2212B 05/01/2003

Rates Fringes

BURLINGTON, MERCER, MONMOUTH AND OCEAN COUNTIES

SOFT FLOOR LAYERS	31.92	13.73
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CARP2250A 05/01/2003

	Rates	Fringes
MONMOUTH COUNTY		
CARPENTERS	31.92	13.73
MILLWRIGHTS	31.92	13.73

ELEC0269D 04/01/2003

	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	37.21	47%
Truck Drivers, Groundmen and Winch Operators	29.77	47%

ELEC0269E 04/01/2003

	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 continuing along the Pennsylvania Railroad to the Ocean County Line) AND MERCER COUNTIES		
ELECTRICIANS & CABLE SPLICERS	37.21	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 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

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
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 tugger hoists; fireman; forklift; generators, 2 or 3 maintenance-utility man; rod bending machine (power); welding machines--(gas or electric, 2 or 3 in battery, including diesels); captain power boats; tug master power boats.
 GROUP 5: Compressor, single, welding machine, single, gas, electric converters of any type, diesel; welding system multiple (rectifier transformer type); generator, single.
 GROUP 6: Oiler staddle carrier.
 GROUP 7: Helicopter pilot.

 ENGI0825E 07/01/2002

	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.
 GROUP 4: Compressor (single); dope pots (mechanical with or with out pump); dust collectors; farm tractors; pumps (4 in. suction and over); pumps (2 or less than 4 in. suction); pumps; diesel engine and hydraulic (immaterial or power); welding machines; gas or electric converters of any type, single; welding machines, gas or electric converters of any type, 2 or 3 in battery multiple welders; wellpoint systems (including installation and maintenance).
 GROUP 5: Oiler, grease, gas, fuel and supply trucks and tire repair and maintenance.
 GROUP 6: Helicopter-pilot.

 IRON0011B 07/01/2002

	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:		
Structural, 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
Fence and Guardrail Erector	24.85	19.35
Windows	27.70	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 03/01/2003		
	Rates	Fringes
ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER, OCEAN AND SALEM COUNTIES		
LABORERS:		
GROUP 1	25.30	11.80+A
GROUP 2	25.50	11.80+A
GROUP 3	25.80	11.80+A
GROUP 4	26.00	11.80+A
GROUP 5	26.25	11.80+A
GROUP 6	29.80	11.80+A
GROUP 7	28.30	11.80+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 Gunitite 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 Gunitite 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 03/01/2003

	Rates	Fringes
MONMOUTH COUNTY		
LABORERS (HEAVY AND HIGHWAY CONSTRUCTION):		
GROUP 1	25.30	11.80+A
GROUP 2	25.50	11.80+A
GROUP 3	25.80	11.80+A
GROUP 4	26.00	11.80+A
GROUP 5	26.25	11.80+A
GROUP 6	29.80	11.80+A
GROUP 7a	28.30	11.80+A
Group 7b	26.30	11.80+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 asbesots and toxic and hazardous waste or materials, the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; and the clean up of the work site and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of 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 Ongs 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, MONMOUTH, OCEAN, & SALEM COUNTIES: PAINTING, PAPERHANGING & ALLIED WORK	28.75	2.54+27%
SPRAYING, SANDBLASTING, DIPPING, POWER TOOLS (Over 115 volts) & PAPERHANGING PASTING APPARATUS WORK ON TANKS, BRIDGES, TOWERS, STACKS, & OPEN STRUCTURAL STEEL, WORK FROM CABLES & SWINGING SCAFFOLDS, EXTERIOR WORK ABOVE THREE STORIES	31.25	2.54+27%
REPAINT WORK & PREPARATION THEREFORE (including jobs where no major alterations		

are taking place but excluding bridges, stacks, elevated tanks & generating stations) 22.00 2.54+27%

PAIN0711H 05/01/2000

Table with columns Rates and Fringes. Includes entries for PAINTERS: New Construction and Major Alterations (28.75, 27%+2.55), Repaint Work (22.00, 27%+2.55), Spraying or application of Hazardous or Dangerous Materials on Repaint Work (24.00, 27%+2.55), Bridges, TV & Radio Towers, Structural Steel & Tanks above 3 stories in height (30' or over), Smoke Stacks, Water Towers, Sand-Blasting, Steam Cleaning, Spraying, or application of Hazardous Materials (31.25, 27%+2.55), and Paperhanging (25.60, 27%+2.55).

PAIN0711J 08/01/1999

Table with columns Rates and Fringes. Entry: DRYWALL FINISHERS & TAPERS (28.25, 11.23)

PAIN0711K 05/01/2000

MERCER, MONMOUTH and parts of BURLINGTON AND OCEAN (everything north of these cities in BURLINGTON and OCEAN COUNTIES Florence to Bustleton to Columbus to Jobstown to Pemberton to Onge Hat to Chatsworth to Whiting to Pinewald to Ocean Gate to Seaside Heights) COUNTIES:

Table with columns Rates and Fringes. Entry: GLAZIERS (28.75, 10.30)

PLAS0008I 05/01/2001

Table with columns Rates and Fringes. Entry: CAMDEN, GLOUCESTER and SALEM COUNTIES: PLASTERERS (25.35, 13.40)

PLAS0008L 11/01/2001

Table with columns Rates and Fringes. Entry: ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER, MONMOUTH & OCEAN COUNTIES: PLASTERERS (28.50, 13.40)

0 PLAS0699A 05/01/2002

1		Rates	Fringes
2	CAMDEN, GLOUCESTER, AND SALEM COUNTIES		

4	CEMENT MASONS	27.30	12.55
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7 PLUM0009I 03/01/2003

8		Rates	Fringes
9	AIR CONDITIONING & REFRIGERATION		

0	MECHANICS	25.92	10.33
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2 SCOPE OF WORK:

3 Installation of air conditioning and refrigeration equipment
4 whose combined tonnage does not exceed 15 tons. Installation of
5 water cooled air conditioning that does not exceed 10 tons
6 (includes piping of compenent system and erection of water
7 tower). Installation of air cooled air conditioning that does
8 not exceed 15 tons. Installation of air conditioning equipment
9 of the "Package-Unitary" rooftop type, the combined tonnage of
0 which does not exceed 35 tons. Packaged Unitary Air Conditioning
1 and Refreigeration Institute (ARI) as follows: "A unitary air
2 conditioner consists of one or more cooling coil, and air moving
3 device, a cpmpressor and condenser combination, and may include a
4 heating function as well". Any and all related piping to the
5 above installation will be done under the appropriate trade
6 jurisdiction.

9 PLUM0009J 07/01/2001

0		Rates	Fringes
1	BURLINGTON (from the town of Burlington City, to everything north		
2	along County Road Route 541 East also known as High Street, until		
3	it reaches the city of Mount Holly which is also Local 9		
4	territory, Madison Avenue in Mount Holly to State Road Route 38		
5			
6	East, again everything north along State Road Route 38 East		
7	until its cross over, State Road Route 206 and becomes County		
8	Road Route 530, continuing on including Pemberton Boro to south		
9	on Magnolia Road in Pemberton Township to Magnolia New Lisbon		
0	Road (Route 545), to south on Mount Holly Misery Road to State		
1	Road Route 70 East to the Ocean County Line), MERCER, MONMOUTH,		
2	AND OCEAN COUNTIES:		

4	PLUMBERS & PIPEFITTERS	33.13	15.25
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7 PLUM0322A 05/01/2001

8		Rates	Fringes
9	ATLANTIC; BURLINGTON (Ramainder) CAMDEN; CAPE MAY; CUMBERLAND;		
0	GLOUCESTER; AND SALEM COUNTIES		

2	PLUMBERS/PIPEFITTERS	29.11	15.70
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5 ROOF0004A 06/01/1996

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

8			
9	ROOFERS	24.22	11.75
0	-----		

1
2 ROOF0030D 05/01/2002

3 Rates Fringes
 4 ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER,
 5 MERCER AND SALEM COUNTIES; and the following portions of MONMOUTH
 6 AND OCEAN COUNTIES: West of a line starting from the point on
 7 Route 70 where Burlington and Ocean Counties meet, Easterly along
 8 Route 70 to Route 571, along Route 571 to Cassville, Easterly on
 9 Route 528 to Van Hiseville, Northerly on Route 527 to Manalapan,
 0 Westerly on Route 33 to the Monmouth County Line

1			
2	ROOFERS:		
3	Shingle, slate and tile	19.25	6.17
4	All other work	26.00	13.05+A
5			

6 FOOTNOTE:
7 A. PAID HOLIDAY: Election Day.

8 -----
9
0 SFNJ0669B 04/01/2003

1			
2		Rates	Fringes
3	ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER (Remainder),		
4	MONMOUTH, OCEAN, AND SALEM (Remainder) COUNTIES		
5	SPRINKLER FITTERS	34.30	6.10
6	-----		

7
8 SFNJ0692C 05/01/2003
 9 Rates Fringes
 0 CAMDEN, GLOUCESTER, MERCER (Town of Trenton), AND SALEM (Penns
 1 Grove, excluding Penns Grove Airport) COUNTIES

2			
3			
4	SPRINKLER FITTERS	37.27	11.80
5	-----		

6
7 SHEE0019M 05/01/2003
 8 Rates Fringes
 9 CAMDEN, GLOUCESTER, & SALEM COUNTIES:

0			
1	SHEET METAL WORKER	33.18	17.90+H
2			

3 H-Election Day is a paid holiday.

4 -----
5
6 SHEE0027B 06/01/2000

7 Rates Fringes
 8 ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER, MONMOUTH AND
 9 OCEAN COUNTIES

0			
1	SHEET METAL WORKERS	31.00	15.38
2	-----		

3

4	SUNJ1002A	12/07/1993		
5			Rates	Fringes
6	MERCER COUNTY			
7				
8	CEMENT MASONS (BUILDING			
9	CONSTRUCTION ONLY)		19.60	8.83
0	-----			

2	TEAM0331A	01/01/2003		
3			Rates	Fringes
4	ATLANTIC AND CAPE MAY COUNTIES			
5				
6	TRUCK DRIVERS:			
7	GROUP 1		22.00	13.08+A+B
8	GROUP 2		22.15	13.08+A+B
9	GROUP 3		22.35	13.08+A+B
0	GROUP 4		22.50	13.08+A+B

1
2 FOOTNOTE:
3 A. PAID HOLIDAYS: New Year's Day; Washington's Birthday;
4 Memorial Day; Independence Day; Labor Day; Veteran's Day;
5 Presidential Election Day; Thanksgiving Day;& Christmas
6 Day; provided the employee works 3 days in the week in
7 which the holiday falls.

8
9 B. BREAVEMENT LEAVE: Any employee having a death in their
0 immediate family, which shall be parents, spouse, children
1 blood brothers or sisters, mother-in-law, and father-in-law
2 shall be given three (3) days time off with pay at the
3 time of death upon furnishing proof of said death. The
4 provision shall also apply to grandparents, when living
5 with the employee.

6
7 TRUCK DRIVERS CLASSIFICATIONS

8
9 GROUP 1: Striaight Truck Driver, Dump Truck Driver, Water Truck
0 Driver, Transit Mix Driver, Pickup Truck Driver, Tank Truck Driver
1 Track Truck Driver, Agitator Truck Driver, Concrete Mobile Unit
2 Driver, Tringer Bead Truck Driver, Ross Carrier Driver, Warehouse
3 Forklift Driver, A Frame Truck Driver, Gin Pole Truck Driver,
4 Form Truck Driver, Driver for Truck having Self Loading/Unloading
5 Attachment, & Vacuum Truck/Trailer.

6 GROUP 2: Trucks Towing Driver

7 GROUP 3: Trailer Truck Driver, Winch Truck Driver, Off Road Dump
8 Truck Driver, Fuel Truck Driver, Tractor Trailer (any trailer
9 driver), Asphalt Oil Distributor Driver, & Off Road Water Truck
0 Driver.

1 GROUP 4: Mechanics.

4	TEAM0469D	05/01/2000		
5			Rates	Fringes
6	BURLINGTON (Remainder), MERCER, MONMOUTH, AND OCEAN COUNTIES			
7				
8	TRUCK DRIVERS:			
9	GROUP 1		26.35	11.835+A
0	GROUP 2		26.40	11.835+A

1	GROUP 3	26.50	11.835+A
2	GROUP 4	26.60	11.835+A

3

4 FOOTNOTE:

5 A. Employees working or receiving pay for 80 days within a
6 year receive one week's paid vacation (48 hours); 125
7 days receive two weeks' vacation (96 hours); 145 days
8 receive 15 days (120 hours); 15 years seniority and 145
9 days receive 4 weeks vacation (160 hours).

0 PAID HOLIDAYS: New Year's Day; Washington's Birthday;
1 Memorial Day; Independence Day; Labor Day; Columbus Day;
2 Veteran's Day, General Election Day; Thanksgiving Day;
3 and Christmas Day provided the employee has been assigned
4 to work or "shapes" one day of the calendar week during
5 which the holiday falls. Employee receives \$3.00 per
6 hour premium pay for hazardous waste work.

7

8 TRUCK DRIVERS CLASSIFICATIONS

9

0 GROUP 1: Drivers on the following type vehicles: straight dumps,
1 flats, floats, pick-ups, container haulers, fuel, water
2 sprinkler, road oil, stringer, bead, hot pass, bus dumpcrete,
3 transit mixers, agitator mixer, half truck, winch truck, side-0-
4 matic, dynamite, power, x-ray, welding, skid, jeep, station
5 wagon, stringer, A-frame, all dual purpose trucks, truck with
6 mechanical tailgate, asphalt distributor, batch trucks, seeding,
7 mulching, fertilizer, air compressor trucks (in transit), parts
8 chaser, escort, scissor, Hi-lift, telescope, concrete breaker,
9 gin pole, stone, sand, asphalt distributor and spreader, nipper,
0
1 fuel trucks (drivers on fuel trucks, including handling of unit),
2 skid truck (debris container - entire unit), concrete mobile
3 trucks (entire unit), expediter (parts chaser), beltcrete trucks,
4 pumpcrete trucks, line truck, reel truck, wreckers, utility
5 trucks, tank trucks, warehousemen, warehouse partsmen, yardmen,
6 lift truck in warehouse, warehouse clerk, parts man, material
7 checkers, receivers shippers, binning men (materials cardex man);
8 drivers on the following type vehicle: broyhill coal tar epoxy
9 trucks, little-ford bituminous distributor, slurry seal truck or
0 vehicle, thiokol trackmaster pick-up (swamp cat pickup, bucket
1 loader dump truck and any rubber-tired tractor used in pulling
2 and towing farm wagons and trailers of any description, similar
3 type vehicles); off-site and on-site repair shop, team drivers,
4 vacuum or vac-all trucks (entire unit)

5

6 GROUP 2: Drivers on straight 3-axle materials; truck and floats

7

8 GROUP 3: Drivers on all euclid-type vehicles; euclids,
9 international harvesters, wabcos, caterpillar, koehring,
0 tractors, and wagons, dumptors, straight, bottom, rear and side
1 dumps, carryalls and scrapers (not self-loading - loading over
2 the top), water sprinkler, trailers, water pulls and similar
3 types of vehicles; drivers on tractors and trailer type vehicles;
4 flat, floats, I-beam, low beds, water sprinkler, bituminous
5 transit mix, road oil, fuel bottom dump hopper, rear dump, office
6 shanty, epoxy, asphalt, agitator mixer, mulching, stringer,
7 seeding, fertilizing pole spread, bituminous distributor, water

8 pulls (entire unit) (tractor trailer), reel trailer and similar
9 types of vehicles

0
1 GROUP 4: Winch Trailer Drivers

2 -----

3
4 TEAM0676A 05/01/2002

5 Rates Fringes
6 BURLINGTON (Area West of the NJ Turnpike to the Delaware River),
7 CAMDEN, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES

8
9 TRUCK DRIVERS:

0 GROUP 1	22.50	10.7375+A+B
1 GROUP 2	22.55	10.7375+A+B
2 GROUP 3	22.70	10.7375+A+B
3 GROUP 4	22.90	10.7375+A+B
4 GROUP 5	23.05	10.7375+A+B
5 GROUP 6	*	10.7375+A+B

6
7 FOOTNOTES:

8 A. Employee who has worked or received pay for 90 days
9 within a year prior to his anniversary date shall
0 receive 56 hours straight time vacation pay; for 3 years
1 but less than 8 years of service he will receive 100
2 hours of straight time vacation pay; 15 years or more he
3 will receive 165 hours of straight time vacation pay.

4 B. PAID HOLIDAYS: New Year's Day, Memorial Day,
5 Independence Day, Labor Day, Veteran's Day,
6
7 Presidential Election Day, Thanksgiving Day, Christmas
8 Day, and two personal holidays, Good Friday, and
9 Christmas Eve afternoon (provided employee works that
0 morning) on the condition that the employee works or is
1 available for work on at least two days in the week in
2 which the holiday occurs.

3
4 TRUCK DRIVERS CLASSIFICATIONS

5
6 GROUP 1: Warehouseman

7
8 GROUP 2: Dump truck, water truck, transit mix, pickup, tank,
9 track, agitator, concrete mobile unit, dytinger bead, tack
0 rig, ross carrier, warehouse forklift, A-frame, gin pole
1 form truck, truck having self-loading/unloading attachment,
2 straight

3
4 GROUP 3: Truckstowing

5
6 GROUP 4: Trailer winch off road dump, fuel, tractor trailer,
7 asphalt oil distributor, off road water truck

8
9 GROUP 5: Mechanics

0
1 *GROUP 6: Truck drivers, on hazardous waste removal work on a
2 state or federally designated hazardous waste site where
3 the truck driver is in direct contact with hazardous
4 materials and when personal protective equipment is

5 required for respiratory, skin and eye protection
6 the teamster shall receive \$2.25 per hour in addition to
7 the regular rate of pay including overtime pay.

8 -----

9
0 WELDERS - Receive rate prescribed for craft performing operation
1 to which welding is incidental.

2 =====

3
4 Unlisted classifications needed for work not included within
5 the scope of the classifications listed may be added after
6 award only as provided in the labor standards contract clauses
7 (29 CFR 5.5(a)(1)(ii)).

8 -----

9 In the listing above, the "SU" designation means that rates
0 listed under that identifier do not reflect collectively
1 bargained wage and fringe benefit rates. Other designations
2 indicate unions whose rates have been determined to be
3 prevailing.

4
5 WAGE DETERMINATION APPEALS PROCESS

6
7 1.) Has there been an initial decision in the matter? This can
8
9 be:

- 0
- 1 * an existing published wage determination
- 2 * a survey underlying a wage determination
- 3 * a Wage and Hour Division letter setting forth a
- 4 position on a wage determination matter
- 5 * a conformance (additional classification and rate)
- 6 ruling

7
8 On survey related matters, initial contact, including requests
9 for summaries of surveys, should be with the Wage and Hour
0 Regional Office for the area in which the survey was conducted
1 because those Regional Offices have responsibility for the
2 Davis-Bacon survey program. If the response from this initial
3 contact is not satisfactory, then the process described in 2.)
4 and 3.) should be followed.

5
6 With regard to any other matter not yet ripe for the formal
7 process described here, initial contact should be with the Branch
8 of Construction Wage Determinations. Write to:

9
0 Branch of Construction Wage Determinations
1 Wage and Hour Division
2 U. S. Department of Labor
3 200 Constitution Avenue, N. W.
4 Washington, D. C. 20210

5
6 2.) If the answer to the question in 1.) is yes, then an
7 interested party (those affected by the action) can request
8 review and reconsideration from the Wage and Hour Administrator
9 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

0
1 Wage and Hour Administrator

2 U.S. Department of Labor
3 200 Constitution Avenue, N. W.
4 Washington, D. C. 20210
5

6 The request should be accompanied by a full statement of the
7 interested party's position and by any information (wage payment
8 data, project description, area practice material, etc.) that the
9 requestor considers relevant to the issue.
0

1 3.) If the decision of the Administrator is not favorable, an
2 interested party may appeal directly to the Administrative Review
3 Board (formerly the Wage Appeals Board). Write to:

4
5 Administrative Review Board
6 U. S. Department of Labor
7 200 Constitution Avenue, N. W.
8 Washington, D. C. 20210
9

0 4.) All decisions by the Administrative Review Board are final.
1

END OF GENERAL DECISION

Janitor/Porter	17.49	5.25+a+b
Fill Placer	23.82	6.45+a+b
Assistant Fill Placer	21.80	6.45+a+b
COMPANY LEAD DREDGEMAN:		
Lead Dredgeman	27.56	6.45+a+b
TUG BOATS over 1,000 H.P. (with master or captain having license endorsed for 200 miles off shore):		
Tug Master	24.68	6.45+a+b
Tug Captain	23.69	6.45+a+b
Tug Chief Engineer	22.95	5.85+a+b
Tug Engineer	22.48	5.85+a+b
Tug Deckhand	18.13	5.85+a+b
TUG BOATS over 1,000 H.P. (without master or captain having license endorsed for 200 miles off shore):		
Tug Master	23.23	6.45+a+b
Tug Captain	22.15	5.85+a+b
Tug Engineer	22.48	5.85+a+b
Tug Deckhand	18.13	5.25+a+b
DRILL BOATS:		
Engineer	23.54	6.45+a+b
Blaster	23.81	6.45+a+b
Driller	23.55	6.45+a+b
Welder	23.30	5.85+a+b
Machinist	23.30	5.85+a+b
Tug Master	20.48	6.45+a+b
Tug Captain	19.53	5.85+a+b
Oiler	20.46	5.25+a+b
Tug Deckhand	15.97	5.25+a+b
Core Driller	18.56	5.25+a+b
DIVERS:		
Diver	40.88	6.45+a+b
Standby Diver	27.20	6.45+a+b
Tender	31.46	6.45+a+b
Standby Tender	22.61	5.85+a+b
DREDGING PIPELINE CABLE-LAYING:		
Leverman	28.18	6.45+a+b
Control Tower Operator	24.90	6.45+a+b
Rigger	18.42	5.25+a+b
Line up Operator, End Prep.	17.82	5.25+a+b
Diver	41.77	6.45+a+b
Diver Tender	25.93	6.45+a+b
ENGINEER:		
1st	24.90	6.45+a+b
2nd, 3rd & 4th	24.58	6.45+a+b
Electrician	24.48	6.45+a+b
Electro Hydro Tech.	20.14	5.85+a+b
Tug Master	26,15	6.45+a+b
Tug Captain	22.79	6.45+a+b
PREMIUMS: Additional 20% for hazardous material work		
FOOTNOTES APPLICABLE TO ABOVE CRAFTS:		
a.	PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day	
b.	VACATION: Seven percent (7%) of the straight time rate	

multiplied by the total hours worked.

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(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
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- * 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
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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.

General Decision Number NJ030008

General Decision Number NJ030008

Superseded General Decision No. NJ020008

State: New Jersey Construction Type:

DREDGING

County(ies):

ATLANTIC	GLOUCESTER	OCEAN
BERGEN	HUDSON	SALEM
CAMDEN	MERCER	UNION
CAPE MAY	MIDDLESEX	
CUMBERLAND	MONMOUTH	

SELF PROPELLED HOPPER DREDGES, on the Atlantic Coast & tributary waters emptying into the Atlantic Ocean.

Modification Number Publication Date

0 06/13/2003

COUNTY(ies):

ATLANTIC	GLOUCESTER	OCEAN
BERGEN	HUDSON	SALEM
CAMDEN	MERCER	UNION
CAPE MAY	MIDDLESEX	
CUMBERLAND	MONMOUTH	

SUNJ2001A 05/24/1993

Rates

Fringes

SELF-PROPELLED HOPPER DREDGES:

Drag Tenders	8.21
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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

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- * an existing published wage determination
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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.)

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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:

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Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 SCOPE

This section presents a general description of the work to be accomplished under this contract in the Delaware River between Philadelphia, Pennsylvania and Trenton, New Jersey.

1.2 DESCRIPTION OF WORK

The contract work consists of, but is not limited to, the dredging of approximately 739,975 C.Y. of material from the Delaware River between Philadelphia and the upper end of Biles Island. Dredging will be performed to the following depths:

- a. -42 feet plus 1 foot allowable overdepth between stations 12+000 and 122+778,
- b. -24 feet plus 1 foot allowable overdepth between stations 122+778 and 124+676,
- c. -22 feet plus one foot allowable overdepth between stations 142+000 and 144+675
- d. -35 feet plus 1 foot allowable overpepth at the Fairless Turning Basin from station 0+000 to station 0+800. Side slopes will be box cut.

The contract work also includes developments at the following disposal areas:

- a. Palmyra (No.4),
- b. Burlington Island (No.22B),**
- c. Money Island (No.26)**
- d. Biles Island (No.28)**

Development work to be performed at these disposal areas includes: clearing and grubbing, new sluice boxes, new dikes, and installation of overflow and outfall pipes.

-- End of Section --

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SECTION 01355

ENVIRONMENTAL PROTECTION: DREDGING

PART 1 GENERAL

1.1 SUMMARY

This section covers the furnishing of all labor, material and equipment and performing all work required for the protection of the environment during dredging and disposal operations except, for those measures set forth in other sections of these specifications.

1.2 REFERENCES (Not Applicable)

1.3 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 Preconstruction Submittals

Location of Storage Facilities; G,COR.

Plans showing storage and other construction facilities shall be submitted for approval of the Contracting Officer.

Hopper Dredge Basket or Screens; G,COR.

Drawings showing the design and method of fabrication of the basket or screen used for hopper dredging as specified.

SD-07 Certificates

Environmental Protection Plan; G,COR.

Prior to commencement of the work, the Contractor shall submit to the Contracting Officer for approval his proposed environmental protection plan. This shall be followed by a meeting with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan for environmental protection will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants.

Soil Erosion and Sediment Control Plan; G,COR.

The Contractor shall contact the Burlington County Soil Conservation District (SCD) - Tel. 609-267-7410 to obtain the required applications for preparing the Burlington and Palmyra 's Soil Erosion and Sediment Control Plans. The SCD has indicated that it takes approximately 30 days to approve or respond to a submitted application. Three(3) copies of the approved Soil Erosion and Sediment Control Plan shall be submitted to the Contracting Officer prior to the commencement of work.

1.4 DEFINITION OF ENVIRONMENTAL PROTECTION

For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during dredging and disposal operations and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land resources and involves noise, solid waste-management and management of other pollutants. In order to prevent, and to provide for abatement and control of any environmental pollution arising from the dredging and disposal activities in performance of this contract, the Contractor and his subcontractors shall comply with all applicable Federal, state, and local laws and regulations and shall obtain all necessary permits required by same.

1.5 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any non-compliance with the aforementioned Federal, state, or local laws or regulations. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. The Contractor shall, after receipt of such notice, immediately inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of a claim for extension of time or for excess costs or damages by the Contractor.

1.6 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION OF LAND RESOURCES

3.1.1 General

The land resources within the disposal area boundaries and outside the limits of work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of dredging that will appear to be natural and not detract from the appearance of the area. The Contractor shall confine his disposal activities to areas defined by the plans and specifications or to Contractor furnished disposal areas as approved by the Contracting Officer. The following additional requirements are intended to supplement the requirements of the Contract

Clauses.

3.1.2 Prevention of Landscape Defacement

Except in areas indicated on the plans or specified to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without the authority of the Contracting Officer. Ropes, cables, or guys shall not be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized. Where such special emergency use is permitted, it shall be performed in such a manner as to avoid damage to the trees. The Contractor shall in any event be responsible for any damage resulting from such use. Where the possibility exists that trees may be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment or operations, the Contractor shall adequately protect such trees. Stone, earth or other material that is displaced into uncleared areas shall be removed. Monuments and markers shall be protected before construction operations commence.

3.1.3 Restoration of Landscape Damage

Any tree, turfed areas or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored to a condition satisfactory to the Contracting Officer. Restoration of scarred and damaged trees shall be performed in an approved manner by experienced workmen. Trees damaged beyond restoration shall be removed and disposed of off-site at the Contractor's expense. Trees that are to be removed because of damage shall be replaced at the Contractor's expense by nursery-grown trees of the same species or a species approved by the Contracting Officer. The size and quality of nursery-grown trees shall also be approved by the Contracting Officer. Any disturbed turfed (grassed) areas shall be seeded and mulched as directed by the Contracting Officer.

3.1.4 Location of Storage Facilities

Contractor's storage and other construction buildings, which are required in the performance of the work, shall be located upon cleared portions of the job site and shall require the written approval of the Contracting Officer. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of buildings. Where buildings or platforms are constructed on side hills, the Contracting Officer may require cribbing to be used to obtain level foundations. Benching or leveling of earth may be permitted, depending on the location of the proposed facility.

3.1.5 Post Construction Cleanup or Obliteration

The Contractor shall obliterate all signs of temporary construction facilities, excess materials, or any other vestiges of construction as directed by the Contracting Officer. The area will be restored to near natural conditions which will permit the growth of vegetation thereon.

3.2 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

All items having any apparent historical or archaeological interest which are discovered in the course of any dredging and disposal activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Contracting Officer so that proper authorities may be notified.

3.3 PROTECTION OF WATER RESOURCES

3.3.1 General

The Contractor shall not pollute any streams, rivers or waterways with fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides or other harmful materials. The Contractor shall investigate and comply with all applicable Federal, state, county, and municipal laws concerning pollution of rivers and streams.

3.3.2 Disposal

Disposal of any debris resulting from the contract work and any wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in or adjacent to the work area will not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated, disposed of as directed by the Contracting Officer, replaced with suitable fill material, compacted and finished with topsoil, and planted as required to reestablish vegetation.

3.4 PROTECTION OF FISH AND WILDLIFE

3.4.1 General

The Contractor shall at all times perform all work and take such steps required to minimize interference with or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to any disposal area which, in the opinion of the Contracting Officer, are critical to fish and wildlife.

3.4.4 *Sturgeon Modifications (Hopper Dredging Only)*

The intent of the following requirements are to monitor and document the presence of and document the effect of dredging on shortnose sturgeon. The intent of the following requirements is not to stop the dredging operations upon the encounter with shortnose sturgeon.

3.4.2 General

The Contractor shall not perform dredging operations unless the Government observer is aboard the Contractor's dredge and baskets or screening have been approved and installed. The Contractor shall notify the Contracting Officer immediately following the discovery of a sturgeon or sturgeon parts. Daily monitoring logs shall be kept and submitted to the Contracting Officer weekly.

3.4.3 *Hopper Dredge Modifications*

a. Baskets or Screens: The Contractor shall install baskets or screening over the hopper inflow and overflows. The baskets or screening shall have openings of approximately 4 inches by 4 inches. Dredges not capable of screening both hopper inflow and overflow will not be acceptable under this contract. The design and method of fabrication will depend on the construction of the dredge used and shall be subject to the approval of the Contracting Officer. The screening or baskets shall provide 100 percent coverage of all dredged material for hopper inflow or overflow. The baskets or screening shall remain in place during all dredging operations.

b. Floodlights: The Contractor shall install and maintain floodlights to allow the Government observers to safely monitor the baskets or screening.

c. Freezer: The Contractor shall provide sufficient space in a freezer aboard the dredge for storing dead sturgeons or any sturgeon parts collected during the dredging operations.

3.4.4 *Special Dredging Operating Requirements*

The Contractor shall allow sufficient time between each dredging cycle for the Government observers for: inspection of the baskets or screens for sturgeons and/or sturgeon parts; documentation; and collection and labeling of any dead sturgeon or sturgeon parts for freezing. Dredging shall not be performed while the draghead is in the water column.

3.5 PROTECTION OF ENDANGERED AND THREATENED SPECIES

Hydraulic dredging operations in the upper Delaware River pose a lethal threat to shortnose sturgeon. Shortnose sturgeon occur in the upper Delaware River, primarily between Duck and Newbold Islands, through the year. Maintenance dredging operations in the Kinkora to Trenton range of the Delaware River have occurred during the winter months when shortnose sturgeon form dense overwintering congregations. Shortnose sturgeon are particularly vulnerable to dredge operations during winter months(December through March) because they exhibit little activity and may be unable to quickly avoid an oncoming dredge.

REASONABLE AND PRUDENT MEASURES

The NMFS believes the following reasonable and prudent measures are necessary and appropriate to minimize impacts of incidental take of shortnose sturgeon.:

1. Hopper dredges shall be outfitted (i.e., with state-of-the-art deflectors on the draghead) and operated in a manner (i.e., relative to reducing dredge RPMs when the draghead is not on the sediment surface) that will reduce the risk of interaction with shortnose sturgeon or sea turtles.

TERMS AND CONDITIONS

1. NMFS-approved observers will be required on hopper dredges to monitor the hopper spoil, overflow, screening, and dragheads for shortnose sturgeon, and their remains. The contractor shall consult Appendix A-page 01355-9 for a list of observer qualifications and training requirements. Observers shall be aboard the dredges for a minimum of 25% coverage of all screened material. Coverage may be increased **at the direction of the COR.**

2. A daily reporting form(Appendix E)-page 01355-16 shall be completed by the dredge observer, being sure to note any significant biological material(i.e., sturgeon, or parts) or protected species sightings. Copies of the daily reports shall be sent weekly to the NMFS during project operations. A final report summarizing the results of the dredging and any sturgeon take must be submitted to the NMFS within 30 working days of completion of each maintenance dredging project. Shortnose sturgeon/dredge interaction report form (Appendix B(I))-page 14 shall be submitted to NMFS within 3 working days of an actual take. Unless otherwise notified by the NMFS' Northeast Regional Office, all reports shall be sent to: Mary Colligan, NMFS, Protected Resources Division, One Blackburn Drive, Gloucester, MA 01930 (Fax number: 978-281-9394) **and Beth Brandreth,USACE**

100 Penn Sq. East, Philadelphia, PA 19107.

3. If a cutterhead pipeline dredge is used in the Kinkora to Trenton Range of the Delaware river, daily inspections of the disposal site must be made to look for evidence of entrained shortnose sturgeon. If pipeline dredge is used in the Kinkora to Trenton range of the Delaware river during November and December, weekly inspections must be made of the spoil pile to look for evidence of entrained shortnose sturgeon. Weekly reports should be submitted to PDO documenting compliance.

4. If hopper dredge dredging occurs in Delaware **River/Bay** between **April 1** and November 30, the hopper dredge must be equipped with rigid deflectors draghead as designed by WES, or if that is unavailable, a rigid deflector attached to the draghead. Deflectors shall be checked and/or adjusted by a designated expert prior to a dredge operation to ensure proper installment and operation during dredging. The deflector shall be checked periodically through the dredge operation to ensure that proper installation is maintained. Since operator skill is important to the effectiveness of the new WES developed draghead, operators must be properly instructed in its use.

5. The Contractor shall ensure that all contracted personnel involved in operating hopper dredges receive thorough training on measures of dredge operation that will minimize takes of shortnose sturgeons. These measures shall include the following:

a) The dredge must be operated in a manner such that the draghead is kept on the bottom at all times, except when the vessel's safety is at risk, or during brief periods of turning the vessel to begin another dredge line.

b) During turning/re-orienting of the dredge between dredge lines, the dragarm must flushed clean of dredge material, and the dredge RPMs reduced prior to raising the draghead off the bottom for a turn.

c) The suction in the draghead must be turned off when the draghead is lifted off the bottom. Otherwise, when the dredge RPMs have not been throttled back, the draghead must be kept on the bottom at all times, except when vessel's safety is at risk.

3.6 SOIL EROSION AND SEDIMENT CONTROL

3.6.1 Soil Erosion and Sediment Control Plan

The Contractor must prepare a Soil Erosion and Sediment Control Plan and apply for a certificate for the development of all disposal areas located in the State of New Jersey. The Contractor shall conduct his operations in conformance with his certified Soil Erosion and Sediment Control Plan. Surface drainage from cuts and fills within the limits of the work shall be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures shall be provided and maintained until the permanent work is completed and operative. The area of bare soil exposed at any given time by construction shall be restricted to a minimum. Fills and waste areas shall be constructed by selective placement of materials to eliminate silts or clays on the surface which may erode and contaminate the adjacent waterway. The Contractor shall comply with all applicable laws concerning soil erosion and sediment control.

3.6.2 General Soil Erosion and Sediment Control Requirements

Surface drainage from cuts and fills within the limits of the work shall be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures shall be provided and maintained until the permanent work is completed and operative. The area of bare soil exposed at any given time by construction shall be restricted to a minimum. Fills and waste areas shall be constructed by selective placement of materials to eliminate silts or clays on the surface which may erode and contaminate the adjacent waterway. The Contractor shall comply with all applicable laws concerning soil erosion and sediment control.

3.7 DISPOSAL OF DEBRIS

All debris resulting from dredging operations shall be removed from the disposal area sites, as directed by the Contracting Officer, and disposed of at the Contractor's expense. Such disposal shall comply with all applicable Federal, state, and local laws. Such materials shall be removed from the disposal area sites before the date of completion of the work under these specifications.

3.8 MAINTENANCE OF POLLUTION, EROSION AND SEDIMENTATION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this contract, the Contractor shall maintain all facilities constructed for pollution, erosion and sedimentation control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. During the contract period, the Contractor shall conduct frequent training sessions on environmental protection. The curricula should include methods of detecting and avoiding pollution; familiarity with pollution standards, both statutory and contractual; and installation and care of vegetative covers, plants and other facilities to prevent and correct environmental pollution.

3.9 MEASUREMENT AND PAYMENT

3.9.1 Environmental Protection

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

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SECTION 02325

DREDGING

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT PRICE

The contract price per cubic yard for dredging shall include the cost of removal and disposal of all materials as specified herein or indicated on the drawings, with the exception of ledge rock, large boulders, rock fragments, wrecks, snags, stumps, and piles which cannot be removed or buried below project depth without blasting. Should ledge rock or other material which cannot be removed without blasting be encountered, the Contractor shall remove therefrom all overlying material which in the judgement of the Contracting Officer can be removed. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed upon and approved in accordance with Contract Clause: "DIFFERING SITE CONDITIONS."

1.2 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.

AMERICAN WOOD PRESERVERS' ASSOCIATION (AWPA)

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

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 2103 (1992) Polyethylene Film and Sheeting

**ASTM E 100 (1995;Rev 2001) Standard Specification for
ASTM Hydrometer**

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PennDOT)

PENNDOT Specifications (2000 Edition) Publication 408
Specifications

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

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

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

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

SOUTHERN PINE INSPECTION BUREAU (SPIB)

SPIB-01	(1994; Supplements 1 thru 4) Standard Grading Rules for Souther Pine Lumber
U.S. DEPARTMENT OF COMMERCE (DOC)	
PS-20	(1970) American Softwood Lumber Standard
U.S. ARMY CORPS OF ENGINEERS (USACE)	
EM 1110-2-1003	(1 JAN. 2002) Hydrographic Survey Manual
EM 385-1-1	(Latest Rev.) Safety and Health Requirements Manual

1.3 DREDGING RESTRICTIONS AND ORDER OF WORK

The following dredging time restrictions apply to this contract:

- a. Hydraulic Dredging- Station 112+439 (Kinkora Range) to Station 160+325 (Bridge Range/Upper end of project), dredging can be performed from July 15 to January 1.
- b. Bucket Dredging - Station 0+000 (Allegheny Avenue) to Station 160+325 (Bridge Range/Upper End of Project), dredging is prohibited from 15 March through 31 May.

The Contractor must start dredging at the upper end of the project (Duck Island Range, Acceptance Section (A.S.) #21) and work downstream to Acceptance Section (A.S.) #14.

1.4 CHARACTER OF MATERIALS

- a. The material to be removed to restore the depth within the limits called for in the specifications and drawings, is that composing the shoaling that has occurred since the channel was last dredged as indicated in the Special Clauses. The character of the material is believed to be as indicated in the Abstract of Bottom Samples included in Section 00845 of this contract, which depicts the typical density of maintenance dredging material that historically has accumulated within the project channel and is considered representative of the pay quantity for this contract.
- b. It is the Government's position that sufficient information has been provided in this contract package to enable the Contractor to establish the type and quantity of material to be removed. However, prior to bidding, the Contractor may, at his discretion and expense, conduct additional investigation to further determine conditions at the site.

1.5 SITE CONDITIONS

Bidders are expected to examine the site of the work, including the disposal areas and decide for themselves as to the conditions affecting their operations. See Contract Clause entitled: "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK." The entire work site is designated as a hard hat area in accordance with Corps of Engineers EM 385-1-1.

1.6 FUEL OIL HANDLING

The Contractor shall assure that all fuel oil transfer operations to or

from his plant comply with all Federal, state, and municipal laws, codes and regulations. The Contractor shall incorporate in his accident prevention program, submitted in compliance with Contract Clause: "ACCIDENT PREVENTION," sufficient information to demonstrate compliance with 33 CFR 156 and any other applicable laws, codes, and regulations.

1.7 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 January 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. The DGPS shall indicate the position of the dredge and each dump scow. The position of each scow shall automatically be recorded when the dump scow discharges. All scows must be equipped with pressure differential gages.

1.8 SUBMITTALS

Government approval is required for submittals with "G" designation; submittals having no designation are for information only. 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 CO prior to mobilization to the contract work site. All other submittals, classified as "SD-02" through "SD-11," shall be submitted to, and approved by, the CO prior to commencing the particular task to which the submittal is associated.

SD-01 Preconstruction Submittals

Pumpout Plan; G COR

If a hopper dredge is used for the contract work, the Contractor shall submit to the Contracting Officer for approval its plan for direct pumpout of dredged material. If a bucket dredge is used for the contract work, the Contractor shall submit a hydraulic unloading system plan for approval by the Contracting Officer. Plans shall include the description, dimensions, and location of the proposed facilities.

Disposal Area Plan; G COR

The Contractor shall submit to the Contracting Officer for approval its plan for usage or modification of the Government-furnished upland disposal area and the development of any Contractor-furnished upland disposal areas.

This plan shall show the areas or portions thereof to be used, the locations and cross-sections of proposed dikes, the locations of sluices and drainage structures, and the manner in which the dredged material will be distributed in the disposal areas. Plans for any contractor-furnished rehandling basins and inclosures, including character of materials to be used, means of placement, and cross-sections of proposed dikes and other structures, shall also be submitted for approval by the Contracting Officer.

Discharge Pipe Support Plan; G COR

The Contractor shall submit for approval a description of the proposed method for supporting the discharge pipe inside the disposal area as required by these specifications, to include sketches showing plan and elevation views and details for the proposed method, and data on the materials to be used.

SD-03 Product Data

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.

SD-06 Test Reports

Daily Report of Operations; G COR

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

DGPS Positioning

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

Disposal Area Effluent Measurements

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

SD-07 Certificates

Timber-Flash Boards; G COR

Certificates of compliance attesting that the timber-flash boards conform to the requirements of this specification shall be submitted for approval.

Plans for Contractor-Furnished Rehandling Basin; G COR

Plans for the rehandling basins, and inclosures, including character of materials to be used, means of placement and cross-sections of proposed dikes or other structures shall be submitted for approval.

PART 2 PRODUCTS

All lumber for flash-boards shall be Southern Yellow Pine, dense structural grade, and shall conform to SPIB-01 and the applicable requirements of FS MM-L-751. Flash-boards shall be surfaced four sides and the dress size

shall conform to U.S. Department of Commerce PS-20. Flash-boards shall be pressure- preservative treated with chromated copper arsenate (water-borne solution) in accordance with AWWA C2 to have a minimum net retention of solid preservative of 2.5 pounds per cubic foot. Strong solution for brush treatment shall be available at the site and all cut surfaces shall be heavily brushed. Flash-boards shall be 4 inch nominal thickness.

PART 3 EXECUTION

3.1 DISPOSAL OF EXCAVATED MATERIAL

3.1.1 General

The material excavated shall be transported, deposited, confined and graded to drain as specified within the disposal areas shown on the drawings or within disposal areas furnished by the Contractor and approved by the Contracting Officer.

3.1.2 Misplaced Material

Any material deposited in places other than those designated or approved by the Contracting Officer, or which escapes from such places, will not be paid for. The Contractor may be required to remove such misplaced material in accordance with the Contract Clause entitled: "OBSTRUCTION OF NAVIGABLE WATERWAYS" and deposit it where directed at his expense.

3.1.3 Hydraulic Dredging

Material excavated by hydraulic pipeline dredging shall be transported by pipeline to final position in the approved disposal areas. All pipelines shall be kept in good condition at all times, and any leaks or breaks along their length shall be promptly and properly repaired. All materials and water that leak from any pipeline on or around access roads, shall be cleared, removed and placed within the limits of the disposal area. Material excavated by hopper dredging shall be loaded into bins or hoppers to overflow only and pumped directly into the approved disposal areas by a means which will preclude any loss of material to the river prior to deposit in the disposal areas.

The use of hopper dredge is subject to the following conditions:

- a. Bottom dumping prohibited
- b. Pumping operations must cease at overflow
- c. The Government must approve location of mooring facility to be utilized for pump out.

Special care shall be taken to assure that hoppers do not leak during any portion of the work.

3.1.4 Bucket Dredging

Material excavated by bucket (bucket, drag or dipper) dredges shall be placed in scows to overflow only and transported to either an approved enclosed basin, dumped, and then rehandled by hydraulic dredge to an approved disposal area, or to a mooring where the scows shall be unloaded by pumping directly to an approved disposal area. All rehandling operations either from underwater basins or by direct pumping from moored scows shall be in accordance with the applicable requirements for hydraulic dredging.

All scows shall be kept in good condition and the coamings kept in good repair. The decks of all loaded scows shall be washed before they are moved from the loading area.

3.1.4.1 Rehandling

No Government furnished rehandling basin is available for the contract work. Dump scows shall have their pockets provided with proper doors or appliances to prevent leakage of materials. Underwater rehandling shall be performed in enclosed basins furnished by the Contractor and approved by the Contracting Officer. The rehandling basins shall be totally enclosed, except for one entrance channel having a maximum opening of 300 feet measured at mean low water. The dumping location shall not be closer than 800 feet from the center of the entrance opening within the enclosure. Dikes or other structures required to enclose the rehandling basins shall have top elevations not less than 10 feet above the Corps of Engineers Delaware River datum. Material dumped within the rehandling basins shall be removed daily by the rehandling dredge. Scows shall be dumped only within the marked limits of the approved rehandling basins. Plans for the rehandling basins, and inclosures, including character of materials to be used, means of placement and cross-sections of proposed dikes or other structures shall be submitted to the Contracting Officer for approval. All rehandling operations shall be maintained to the satisfaction of the Contracting Officer.

a. Navigation Markers: The Contractor shall mark the limits of the rehandling basins and enclosures. Lights and signals as may be prescribed by the U. S. Coast Guard and as necessary to show the limit markers shall be installed and maintained by and at the expense of the Contractor. The Contractor shall apply for and obtain the approval of the U. S. Coast Guard for such signals and lights.

b. Restoration: Upon completion of the work, the Contractor will be required to leave the site in which the basins were located at no higher elevation than existed prior to construction of the basins and any dikes or other structures for enclosing the basins that have been constructed offshore of mean high water shall be removed by the Contractor and the river bottom restored to the elevation which existed prior to their construction.

3.1.4.2 Direct Pumpout Rehandling

When scows are unloaded without dumping, they shall have their contents pumped directly into the approved disposal areas by a means which will preclude any loss of material to the river prior to deposit in the disposal areas. The location and development of the mooring for direct pumpout operations will be subject to approval by the Contracting Officer.

3.2 CONTRACTOR-FURNISHED DISPOSAL AREAS

The Contractor shall undertake the coordination with Federal and state agencies as specified in SECTION 01040: COORDINATION FOR CONTRACTOR-FURNISHED DISPOSAL AREAS. As specified in that section, use of these areas will be subject to the approval of the Contracting Officer.

3.3 DEVELOPMENT AND OPERATION OF DISPOSAL AREAS

3.3.1 General

Prior to the use or modification of any Government furnished disposal areas or construction for development of any Contractor furnished disposal areas, the Contractor shall submit the disposal area plan specified in the paragraph entitled: "SUBMITTALS" to the Contracting Officer for approval. The Contractor shall conduct his work in accordance with the approved plan; however, approval of the plan does not in any manner relieve the Contractor of his responsibility for the adequacy of the design and construction of the structures and drainage facilities required. The plan shall detail construction methods and equipment for the development of the Government furnished disposal areas or any Contractor furnished disposal areas. All Contractor-owned dredging pipe used in the contract work shall be removed from the site by the Contractor within 30 days of completion of all dredging work.

3.3.2 Construction and Maintenance

3.3.2.1 Government-Furnished Disposal Areas

a. The Contractor shall develop all disposal areas shown on the drawings and he shall construct new dikes as detailed in SECTION 02212: DIKE EMBANKMENT and construct new sluice boxes and outflow pipes as specified in SECTION 05900: SLUICE BOXES AND OUTFLOW PIPES. The Contractor shall be permitted, in the Government furnished disposal areas, to construct any other structures or use any means necessary to control the dredge effluent as required to meet these specifications with approval of the Contracting Officer.

b. The Contractor shall be responsible for the maintenance, repair and stability of all dikes, roads and structures used by him under the contract, and shall inspect the dikes on a daily basis to assure their safety and stability. The Contractor shall restore all dikes, roads, and areas he disturbs through his operations to a satisfactory condition as approved by the Contracting Officer, at no additional cost to the Government.

The POC for issues concerning ingress/egress at the Burlington Island and Palmyra Cove Disposal sites located in New Jersey is Mr. Bill Dixon, Bureau of Coastal Engineering at (732)255-0890.

The POC for issues concerning ingress/egress at the Money Island and Biles Island disposal Sites located on properties of Waste Management in Pennsylvania is Mr. John Scheinder, Biles Island Project Manager, at (215)768-4055.

3.3.2.2 Special Requirements for Government-Furnished Disposal Areas

a. Dikes shall be constructed as detailed in SECTION 02212: DIKE EMBANKMENT. The Contractor shall provide all impervious material required for mitigation of seepage problems during disposal operations from an approved off-site source if suitable material is unavailable from within the disposal area. The agreement with the owner of the disposal areas indicated on the drawings are on file and may be examined at the Philadelphia District Office, Wanamaker Building, 100 Penn Square East, Philadelphia, PA. In addition to the requirements indicated herein, the Contractor shall deposit the excavated material in accordance with the requirements of said agreements.

b. The dredge discharge pipelines shall be located in the disposal areas as shown on the drawings. The Contractor will be required to

place the discharge pipes within the designated access corridors as shown on the drawings. The Contractor shall make provisions to prevent erosion of the dike embankment at the discharge points. Discharge pipes shall extend beyond the interior crest of the dike by a distance as specified on the contract drawings.

c. Crushed aggregate access ramps shall be constructed as shown on the drawings to protect discharge pipes where they cross the existing gravel access roads. The crushed aggregate shall conform to Section 703 of PENNDOT Specifications, PENNDOT Type 2A. The crushed aggregate shall be compacted around the discharge pipe and the access ramp shall be constructed to the width of the gravel access road.

3.3.2.3 Contractor-Furnished Disposal Areas

In the approved disposal areas, the Contractor shall provide retaining dikes, sluices and drainage facilities as required to confine the excavated material and for controlling disposal area effluent and shall be responsible for the maintenance and stability of the disposal areas until acceptance of all work under the contract.

Note:

If the Contractor elects to use a Contractor-Furnished disposal area(s), the Contractor is still responsible for developing all Government-Owned disposal areas, as listed in the bid schedule.

3.3.2.4 Additional Requirements for Government-Furnished and Contractor-Furnished Disposal Areas

a. A freeboard of two feet or more, measured vertically between the retained materials and water and the top of the adjacent confining dikes, 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. Except at Biles Island, pipe type weirs will not be permitted through exterior dikes, and at no time will the dredge pipe be permitted to enter the disposal area through an exterior dike. The hydraulic placing of perimeter dikes will not be permitted. If overflow is achieved at Biles Island, the same requirements as specified in paragraph "CONTROL OF DISPOSAL AREA EFFLUENT" will apply.

c. Development of the Contractor-furnished disposal areas or any modifications of the Government-furnished disposal areas shall be done so as to prevent obstruction of drainage on upland areas adjacent thereto, and to leave free, clear and unobstructed outfalls of sewers, drainage ditches, and other structures affected by the disposal operations. The dredged materials shall be distributed within the used portion of the disposal areas in a reasonably uniform manner so as to permit full drainage without ponding on the fill surface during and after fill operations.

d. The Contractor shall ensure that all sluice boxes have structurally sound access walkways with handrails on both sides of the walkway. The walkways shall be constructed from the top of the dike to the sluices, along the frontage of the sluice structure, and along the entire length of each individual sluice box to enable the inspector to readily obtain the samples of the mixture going over the sluices as hereinafter

specified. Timber used to construct the walkways shall be in accordance with the requirements for the sluice box timber.

e. Prior to pumping material into the disposal areas, the Contractor shall weld 1-inch diameter steel rings to the underside of the upper cross members on each end of all sluices. 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 the sluice. Each person working on the sluice will wear the safety harness and attach it to the cable installed on each sluice.

g. 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.

3.4 CONTROL OF DISPOSAL AREA EFFLUENT

3.4.1 General

The Contractor shall monitor disposal area conditions to preclude excessive ponding as described under paragraph entitled: "Additional Requirements for Government-Furnished and Contractor-Furnished Disposal Areas", and also to maintain effluent quality as prescribed below:

a. Total Suspended Solids in the discharge from the dredge material disposal areas shall not exceed 8 grams/liter. Sampling shall be done daily (or once per discharge, whichever is more frequent) using an 8-hours composite sample.

b. The pH of the discharge shall be maintained at 6 to 9 standard units at all times. Sampling shall be done once per week (or once per discharge, whichever is more frequent) using a grab sample.

Weekly hand written results are to be given to the Government Inspector on site. Three (3) copies of a report of data collected is to be provided to the U.S. Army Corps of Engineers, Technical Support Branch within 10 days after the end of each month and after the completion of dredging. Sluice height shall be reviewed by the Contractor on a continuing basis to insure that the optimum height needed to satisfy of these requirements is employed at all times. The Contractor shall be required to raise the elevation of the crest of the sluice boxes or to stop pumping into the disposal area and permit the fill to settle whenever the density and pH of samples of the mixture of suspended material and water discharged over the sluice is outside of the above stated requirements. The disposal area effluent shall be controlled at all times with the sluice boxes. This shall include disposal areas where material is being hydraulically rehandled in accordance with paragraph: "DISPOSAL OF EXCAVATED MATERIAL." Samples for density determination shall be taken, tested, and recorded by the Contractor at the sluices 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 sluices. Minimum

frequency of testing shall be increased when effluent density and/or ph increases or nears the maximum specified. Samples of the river water shall be taken in accordance with SECTION 01355 ENVIRONMENTAL PROTECTION: DREDGING. All density determinations including times of sampling shall be recorded on the Quality Control Reports required in SECTION 01450: CONTRACTOR QUALITY CONTROL (CQC).

3.4.1.1 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, the following hydrometer model shall be used, or equivalent: *ASTM E 100 Hydrometer No. 152H-62, -5/+60*, manufactured by Chase Instrument Company, model 343650. The hydrometer shall be used as specified by the manufacturer and as specified herein. This hydrometer reads density directly in grams per liter.

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.

3.4.1.2 Timber Flash-Boards

The Contractor shall provide prior to commencement of pumping, a sufficient number of flash-boards for the sluice boxes as required for the retention of dredged material under this contract and shall assure that the entire sluice length is effective.

3.4.1.3 Payment

All costs in connection with the construction and maintenance of disposal areas, including all required effluent control, shall be included in the contract lump sum price for Item No. 3, "Disposal Area Construction" as listed in the Bidding Schedule.

3.5 OVERDEPTH AND SIDE SLOPES

3.5.1 Overdepth

To cover inaccuracies of the dredging process, material actually removed from within the contract limits shown on the Contract Drawings to a depth of not more than 1 foot below the required depth, limited by a vertical plane through the required depth contour, will be estimated and paid for at the contract unit price.

3.5.2 Side and End Slopes

No side or end slopes are specified for this contract (box cut). Computation of payment quantities will be to the specified depth within the channel limits, except where dredging is to be performed to a distance of 25 feet outside the channel edges. This dredging shall be completed by the Contractor at locations where required dredging depths exist in a contiguous area inside the federal channel at the same stationing, unless otherwise directed by the Contracting Officer.

3.5.3 Excessive Dredging

Material taken from beyond the limits specified in paragraphs entitled: "Overdepth" and "Side and End Slopes" will be deducted from the total amount dredged as excessive overdepth dredging, or excessive side slope dredging for which payment will not be made. Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of Special Clauses: "FINAL EXAMINATION AND ACCEPTANCE" and "SHOALING."

3.5.4 Acceptance Section Stationing

The Contracting Officer reserves the right to extend the stationing of any acceptance section within the contract limits to include the removal of any shoaling identified during before-dredging surveys.

3.6 ESTIMATED QUANTITIES

The total estimated quantity of material necessary to be removed within the specified limits, including allowable overdepth as previously specified, is as follows:

Station to Station	Acceptance Section	Allowable Required Dredging to 42' (CY)	Overdepth 42' to 43'(CY)
12+000 to 14+000	1	1,400	2,600
18+477 to 21+577	2	18,900	10,000
28+400 to 30+400	3	10,500	6,175
32+623 to 35+200	4	12,700	9,250
40+993 to 43+600	5	21,000	11,950
43+600 to 46+000	6	19,500	11,300
60+000 to 62+000	7	9,200	4,750
64+403 to 68+000	8	30,750	13,000
70+800 to 73+263	9	9,450	8,775
73+263 to 75+600	10	21,465	20,910
83+503 to 85+097	11	6,000	2,650
88+547 to 91+097	12	34,325	8,750
91+097 to 93+600	13	25,550	8,375
102+624 to 105+600	14	16,000	8,275
108+400 to 110+988	15	36,400	8,200
110+988 to 114+000	16	37,900	9,100
114+000 to 116+800	17	17,325	12,625
116+800 to 119+978	18	14,400	7,075
119+978 to 122+778	19	40,700	9,650
		Required Dredging to 24' (CY)	Overdepth 24' to 25' (CY)
122+778 to 124+676	20	38,500	6,600

		Required Dredging to 22' (CY)	Overdepth 22' to 23' (CY)
142+000 to 144+675	21	81,700	26,400
		Required Dredging to 35' (CY)	Overdepth 35' to 36' (CY)
Turning Basin 0+000 to 0+800	22	16,800	13,100
	CONTRACT TOTALS	520,465	219,510
	TOTAL	739,975	

3.7 LIMIT OF DREDGING

3.7.1 General

The areas to be dredged are the channel and turning basin within the acceptance sections indicated on the drawings and specified in Special Clause entitled: "FINAL EXAMINATION AND ACCEPTANCE," as defined by the dredging prism specified in paragraphs entitled: "OVERDEPTH AND SIDE SLOPES" and "MEASUREMENT AND PAYMENT."

3.7.2 Quantity Acceptance

The Contractor is responsible for clearing each acceptance section in its entirety prior to acceptance of the work by the Government. In any portion of an acceptance section where the before-dredging survey indicates dredging is required, the Contractor is responsible for removing any required material found to be remaining above the required depth by the after-dredging surveys unless such dredging is waived. Material removed as a result of redredging, within the dredging contour, will be paid at the contract unit price and quantity as determined by the difference between initial before-dredging survey and the final after-dredge survey. In any portion of an acceptance section where the after-dredging surveys indicate dredging is required that was not indicated by the before-dredging surveys, the Contractor shall be responsible for removing such material to the required depth, unless waived by the Contracting Officer. The Contractor will be paid for such work at the contract unit price and any additional quantity calculation will be made based on the after-dredge surveys, provided the material is not determined by the Contracting Officer to be misplaced material.

3.8 CONTRACTOR QUALITY CONTROL

The Contractor shall prepare and maintain Daily Report of Operations forms, and shall furnish signed copies thereof with the Daily Quality Control records required in SECTION 01450: CONTRACTOR QUALITY CONTROL (CQC) to the Contracting Officer. Copies of the Daily Report of Operations form to be used are attached at the end of this section. Further instructions on the preparation and submittal of the forms will be provided at the Pre-Dredging Coordination meeting.

3.9 MEASUREMENT AND PAYMENT

3.9.1 Mobilization and Demobilization

All costs connected with the mobilization and demobilization of all of the Contractor's dredging plant and equipment will be paid for at the contract lump sum price for this item. Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of his mobilization at the work site. The remaining forty percent (40%) will be included in the final payment for work under this contract.

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. The determination of the Contracting Officer is not subject to appeal.

All costs connected with the mobilization and demobilization of the Contractor's dredging plant and equipment as defined below shall be included in the contract lump sum price for Bid Item No. 1, "Mobilization and Demobilization" as listed in the Bidding Schedule.

a. 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 site; initial installation of pipe; and other incidentals in advance of the actual dredging operations.

b. Demobilization shall include general preparation for transfer of plant to its home or standby base, removal of pipelines, cleanup of disposal areas including the removal and disposal of all tires and trash/debris resulting from the dredging operation, and transfer of plant to its home or standby base.

3.9.2 Dredging

The total amount of material removed and to be paid for under the contract, will be measured by the cubic yard in place. Measurement of the number of cubic yards in place will be made by computing the volume between the bottom surface shown by soundings of the last survey made before dredging and the bottom surface shown by the soundings of surveys made as soon as practicable after the work specified in each acceptance section has been completed. The volume for measurement will include the material within the limits described in paragraph: "OVERDEPTH AND SIDE SLOPES," less any deductions that may be required for misplaced material described in paragraph entitled: "DISPOSAL OF EXCAVATED MATERIAL", of this section. The volume of material removed will be generated by using either the Average End Area Method or by the TIN (Triangulated Irregular Network) computation, as outlined in the Hydrographic Surveying Manual EM 1110-2-1003, dated 1 January 2002. All depths obtained from single beam surveys will be utilized for volume computation purposes. If multi-beam survey technology is used, a 5-foot by 5-foot matrix using the sounding closest to cell center (shot depth) will be generated from the edited multi-beam data to perform the TIN volume computations. The corresponding plotted sounding sheets soundings will be generated using a cell size for their matrix that is plot-scale dependent utilizing the sounding that is closest to cell center (shot depth) shifted to the center of the cell from the edited multi-beam data. The contour for the plotted sheet will be generated by

using a 5 foot by 5 foot matrix using the sounding closest to cell center (shot depth). If the material to be dredged in the contract is categorized to be hard bottom the matrix used for the volume computations and plotted contours will be reduced to 3 foot by 3 foot and an average of the soundings in the cell will be used. All raw survey data and data used for the volume computations shall be available to the Contractor upon request. Payment for dredging will be made at the contract unit price for Bid Item No. 2, "Removal and Satisfactory Disposal of Material" as listed in the Bidding Schedule.

3.9.2.1 Surveys for Acceptance

The Contractor shall notify the Government of his need for acceptance surveys at least three days in advance of the date for each survey (Saturdays, Sundays and holidays are excluded), and shall confirm his need by telephone between 0730 and 0800 hours on the day of each survey by calling O & M Contracts Branch at (Area Code 215) 656-6750. The Contractor shall schedule the before-dredging survey for an acceptance section within 2 weeks of the expected start date of dredging operations. Only one before-dredging survey will be provided for each acceptance section. The time for any redredging to remove shoals and for second and subsequent surveys in any contract area is the responsibility of the Contractor, and must be accomplished within the completion period. The Contractor may accompany the survey party to determine whether he, at his own election, will perform redredging. The Contracting Officer will notify the Contractor if any redredging is required.

3.9.2.2 Existing Conditions

The drawings as listed under Special Clause: "CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS" are believed to accurately represent conditions existing at the time indicated, but the depths shown thereon will be updated as required by soundings taken prior to the commencement of dredging. Determination of quantities removed and the deductions made therefrom to determine quantities by place measurement to be paid in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

3.9.2.3 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.

3.9.2.4 Partial Payments

Monthly partial payments will be based on acceptance sections completed as determined by soundings or sweepings taken behind the dredge by the Government survey party.

-- End of Section --

sluice box shall be weighted with 12 inches of **AASHTO #1** stone to assist in the prevention of uplift. The sluice boxes shall be installed within a tolerance of 0.1 feet of the grade elevation shown on the drawings. Inspection and approval by the Contracting Officer shall be required prior to backfilling.

3.3.2 Backfill and Compaction of Fill Material

After inspection and approval of the sluice boxes and outflow pipes by the Contracting Officer, satisfactory fill material as defined in Section 02212 DIKE EMBANKMENT shall be placed and compacted in 12-inch layers around the outflow pipes within the disposal area. The material shall be placed and compacted so as to obtain a density equal to the adjacent undisturbed foundation or embankment material up to an elevation of 3 feet above the crown of the pipes. Construction of the dike embankment above this elevation shall be as specified in Section 02212: DIKE EMBANKMENT for the appropriate dike sections shown on the drawings.

3.3.3 Backfill and Compaction of Native Material

From the exterior toe of the dike embankment to the location shown on the drawings, the excavated native material will be backfilled and compacted around the outflow pipes as described in the paragraph "Backfill and Compaction of Fill Material". The ground surface will be brought back to its original grade. Where the outflow pipes undercut an existing gravel or soil access road, the outflow pipes shall be laid on one foot of PENNDOT 2A coarse aggregate bedding along the entire width of the excavation prior to backfilling.

3.4 MEASUREMENT AND PAYMENT

3.4.1 Sluice Boxes and Outflow Pipes

The work specified in this section for sluice boxes and outflow pipes will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for the appropriate items under Bid Item No.3 "Disposal Area Development Construction".

-- End of Section --

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