

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 8/31/04	4. REQUISITION/PURCHASE REQ. NO. W25PHS-4166-9938	5. PROJECT NO. (If applicable)
6. ISSUED BY US Army Engineer District, Philadelphia Wanamaker Building, 100 Penn Square East Philadelphia, Pennsylvania 19107-3390	CODE	7. ADMINISTERED BY (If other than Item 6) Michelle Bertoline, 215-656-6914	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(√)	9A. AMENDMENT OF SOLICITATION NO. W912BU-04-B-0024
	X	9B. DATED (SEE ITEM 11) 11 August 2004
		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)
Beachfill, Brigantine Inlet to Great Egg Harbor Inlet, Brigantine Island, New Jersey

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor 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 10 SEPTEMBER 2004, 11:00 A.M. BID OPENING DATE

(CONTINUED ON NEXT PAGE)

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)	

14. DESCRIPTION OF AMENDMENT (continued)

a. SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS:

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

(2) SECTION 00815 - WAGE RATES - Please delete this section in its entirety and substitute the revised section of the same number, annotated Amendment No. 0001, attached hereto.

b. TECHNICAL SPECIFICATIONS:

(1) Section 01010 SUMMARY OF WORK: Please delete this section in its entirety and substitute the revised section of the same number, annotated Amendment No. 0001, attached hereto.

(2) Section 01320 CONSTRUCTION PHOTOGRAPHY: Please delete this section in its entirety and substitute the revised section of the same number, annotated Amendment No. 0001, attached hereto.

(3) Section 01355 ENVIRONMENTAL PROTECTION: Please insert the following paragraph after paragraph number 3.2 entitled "RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS:"

"3.2.1 Archaeological Monitoring

The Contractor's CQC System Manager and any approved alternate CQC System Managers shall be required to attend a Corps of Engineers facilitated one day training class on archaeological monitoring. A person trained in archaeological monitoring shall be on the site at all times during construction and shall be employed by the prime Contractor. Certificates, valid for two years, will be issued to those completing the archaeological monitoring class."

(4) Section 01720 - SURVEY REQUIREMENTS: Please delete this section in its entirety and substitute the revised section of the same number, annotated Amendment No. 0001, attached hereto.

(5) Section 02390 - BEACHFILL: Please add page 02390-12 at the end of this section, annotated Amendment No. 0001, attached hereto.

(6) Section 02446 - SAND FENCE AND DUNE GRASS: Please delete this section in its entirety and substitute the revised section of the same number, annotated Amendment No. 0001, attached hereto.

d. CONTRACT DRAWINGS: Drawing Nos. 62506, 62510, and 62514 - Please delete these drawings in their entirety and substitute the revised sheets, of the same Drawing Numbers, with a revision date of 31 Aug 2004, attached hereto.

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

SECTION 00800
SPECIAL CLAUSES

INDEX

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SPECIAL CLAUSES

SC-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence the Base Bid work under this contract within 10 calendar days after the Contractor receives the notice to proceed, which will be issued approximately 29 May 2005, (b) prosecute the work diligently, and (c) complete the entire Base Bid work ready for use not later than 180 calendar days after the date the Contractor receives the notice to proceed.

The Contractor shall not conduct operations of any kind (e.g. pre-condition surveys) in the land area north of the project, from Station 0+05 to the borrow area, until after 15 August 2005, due to the piping plover nesting season (see Section 01355 ENVIRONMENTAL PROTECTION for all piping plover restrictions and requirements).

In addition, the Contractor shall not commence pumping sand onto the beach until after Labor Day (September 5, 2005). ***For a complete description of restrictions on work see Section 01010 SUMMARY OF WORK.***

(NOTE: All dates mentioned above (e.g. August 15) that are associated with the protection of the piping plover are approximate. All restrictions, as specified in Section 01355 ENVIRONMENTAL PROTECTION, remain in place until all piping plover chicks have cleared the area.)

Options 1, 2, 3, and/or 4: The Contracting Officer has the right to exercise Options 1, 2, 3, and/or 4 within 90 calendar days after the Contractor receives the notice to proceed for the Base Bid work. The period of performance of the contract will not be extended for the award of Options 1, 2, 3, and/or 4 and Options 1, 2, 3, and/or 4 work shall be completed concurrently with the Base Bid work.

Option 5: The Contracting Officer has the right to exercise Option 5 within 90 calendar days after the Contractor receives the notice to proceed for the Base Bid work. The period of performance of the contract will be extended by 30 days for the award of Option 5.

The time stated for completion shall include final cleanup of the premises.

SC-2 LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984)

(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 \$1,700.00 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 (MARCH 1995 EFARS)

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, 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 \$10,000 has been reserved for this contract and is available for payments to this contractor during fiscal year 2004. It is expected that Congressional and non-federal project sponsor contributions will amount to approximately \$3,300,000 for fiscal year 2005. The remainder of the contract funds will be provided by Congressional and non-federal appropriations in fiscal year 2006.

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 52.232-5000)

SC-4 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (DEC 1991)

a. Upon obtaining the drawings 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).

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.

d. The work shall conform to the specifications and the contract drawings identified on the following, all of which are available in the office of the District Engineer, U.S. Army Engineer District, Philadelphia, Room 643, Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107. Drawings are titled: "Beachfill, Brigantine Inlet to Great Egg Harbor Inlet, Brigantine Island, New Jersey." The list of drawings set out on Sheet 1 entitled "General Plan, Location Map, Vicinity Map, and List of Drawings" is hereby incorporated by reference into this clause. (DFARS 252.236-7001)

SC-5 PHYSICAL DATA (APR 1984)

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

a. The physical conditions indicated on the contract drawings and in the specifications are the result of site investigations conducted using beach profile and hydrographic survey methods. Samples of material to be dredged for beachfill were obtained by using vibracore samplers.

b. Tide Data. Mean and spring tide ranges in the vicinity of the work are 4.1 feet and 5.0 feet, respectively. Mean low water is approximately 2.9 feet below NAVD88.

c. Weather Conditions. The climate of the area is referred to as "continental" by climatologists, characterized by cold winters and moderately hot summers. The site of the work is in the open ocean and is exposed to storms. It is believed that work can be performed during all seasons of the year except during winter months when ice and storm conditions may interfere with dredging operations. Complete weather records and reports may be obtained from the local U.S. Weather Bureau Office nearest to the work site. The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions during the construction period.

d. Channel Traffic. Traffic in the work area consists of commercial fishing vessels, U.S. Coast Guard vessels, sport fishing vessels, and recreational craft. Passing vessels may interfere with dredging operations.

e. Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor will be required to conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. The Contractor shall request the U.S. Coast Guard to issue a Notice to Mariners for each work assignment advising navigation interests that the Contractor's dredging plant will be operating in the Harbor. The Contractor shall submit each such request to the U.S. Coast Guard, MSO/Group Philadelphia, 1 Washington Avenue, Philadelphia, PA 19147-4395. The Contractor shall furnish a copy of each request to the Contracting Officer not less than five days prior to the start of dredging. Each request shall contain the approximate time required for completion of dredging. Upon completion of dredging, the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the contract in navigable waters and on shore.

f. Navigation Aids. The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the U.S. Coast Guard at least 15 days prior to the desired date for movement of the aid. All requests shall be made in writing to: Commander (OAN), Fifth Coast Guard District, 431 Crawford Street, Portsmouth, VA 23704. A copy of each request shall be furnished to the Contracting Officer.

g. Location. Brigantine Beach is located on the Atlantic Ocean coast of New Jersey in Atlantic County.

h. Transportation Facilities. The work site is accessible from the New Jersey Garden State Parkway and the Atlantic City Expressway. The Contractor shall be responsible for all investigations of load carrying capacities of bridges and roadways.

i. Laying of Submerged Pipelines and Obstruction of Channel. If it becomes necessary in the performance of this contract to use a submerged pipeline, the Contractor shall notify the Contracting Officer in advance of the schedule for placement of the pipeline. If the submerged line is to be placed across a navigable channel, the Contractor shall submit a request for approval at least ten working days (Sundays and holidays excluded)

prior to the desired closure date, to the U.S. Coast Guard, MSO/Group Philadelphia, 1 Washington Avenue, Philadelphia, PA 19147-4395. A copy of each request shall be furnished to the Contracting Officer. This request shall contain the following information:

- (1) Location (Channel Centerline Stationing) and depth (over the top of the pipeline) at which the submerged line will be placed;
- (2) The desired length of time the channel is to be closed;
- (3) The date and hour placement or removal will commence;
- (4) The date and hour of anticipated completion; and
- (5) The name and telephone number of the person to be contacted for information and response to any emergency condition.

The Coast Guard has indicated that the requirements of navigation may make it necessary to establish times other than those requested. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE HIS PLANS WITH THE COAST GUARD SUFFICIENTLY IN ADVANCE OF THE PLANNED CLOSING TO PREVENT DELAY TO THE DREDGING OPERATIONS AND COMPLY WITH THE COAST GUARD REQUIREMENTS. The minimum depth to the top of any submerged pipe must be approved by the Contracting Officer.

j. 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.

k. Survey baseline control data is listed in Sections 00870 SURVEY BASELINE CONTROL and 00840 SURVEY CONTROL DESCRIPTION SHEETS and as shown on the contract drawings.

l. Magnitude of the Contract Work. The estimated value of the contract is between \$5,000,000 and \$10,000,000.

m. Inspection of the Site. Prospective bidders are invited to visit the site of the work to acquaint themselves with the site conditions and any problems incident to the prosecution of the work.

n. Hours of Work. DELETED.

SC-6 DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the clause of the contract entitled "Permits and Responsibilities". However, if, in the judgement of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or hurricane, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump

sum prices applicable to any part of such work, and equitable adjustment pursuant to Contract Clause entitled: "Changes", will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damages to all work (including temporary construction), utilities, materials, equipment, survey control, and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense regardless of the cause of such damage. (CENAP)

SC-7 LAYOUT OF WORK (APR 1965 OCE)

The Contractor shall lay out its work from Government-established survey controls, the description of which are provided in Section 00840 of this document, and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at its own expense, such stakes, templates, platforms, equipment, range markers and labor as may be required in laying out any part of the work from the triangulation stations and bench marks established by the Government. The Contractor shall be responsible for executing the work to such lines and grades as may be established or indicated by the Contracting Officer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due or to become due to the Contractor. (CENAP)

SC-8 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

SC-9 ENVIRONMENTAL LITIGATION (1974 NOV OCE)

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of the contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the SUSPENSION OF WORK clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (CENAP)

SC-10 SIGNAL LIGHTS (FEB 1983)

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working 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-11 QUANTITY SURVEYS

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed, the actual construction completed, and material in place. See Section 01720 SURVEY REQUIREMENTS for survey requirements.

b. The Contractor shall conduct all surveys and make the computations based upon them. The Contractor shall also conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. (CENAP)

SC-12 INSPECTION (APR 1965)

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

a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work.

b. To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant and to and from the borrow area.

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor. (CENAP)

SC-13 ACCOMMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS (1965 APR OCE)

a. The Contractor shall furnish regularly to Government inspectors on board the dredge or other craft upon which they are employed a suitable separate room for office and sleeping purposes. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, a comfortable bed and chair for each inspector, and washing

conveniences. The entire cost of the Contractor for furnishing, equipping and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments to the Contractor.

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

SC-14 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) - EFARS

a. This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals, and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by the Contractor or sub-contractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial or series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Regions I. 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-15 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-16 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
8	6	3	2	2	2	3	3	2	2	3	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-17 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 --

WAGE RATES

General Decision Number: NJ030002 08/13/2004 NJ2

Superseded General Decision Number: NJ020002

State: New Jersey

Construction Types: Building, Heavy and Highway

Counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Monmouth, Ocean and Salem Counties in New Jersey.

MERCER COUNTY

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
1	12/19/2003
2	02/27/2004
3	03/19/2004
4	05/07/2004
5	05/28/2004
6	06/04/2004
7	07/02/2004
8	08/13/2004

ASBE0014-002 04/25/2004

BURLINGTON (townships of Edgewater Park, Lumberton, Sampton, Shamong, Tabernacle, Westhampton, & Willingboro), CAMDEN, & GLOUCESTER COUNTIES:

	Rates	Fringes
Asbestos Workers/Insulator (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) ..\$	32.16	18.30

ASBE0042-002 07/15/1999

SALEM COUNTY:

Rates	Fringes
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 CARP0031-001 05/01/2004

MERCER COUNTY (Remainder)

	Rates	Fringes
Carpenter.....	\$ 33.38	15.02
Millwright.....	\$ 33.07	44%+.21

 CARP0454-002 07/01/2001

	Rates	Fringes
Dock Builder & 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.

 CARP0623-001 05/01/2004

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES

	Rates	Fringes
Carpenter, Insulator & Soft Floor Layer.....	\$ 33.85	14.55

 CARP0623-003 12/03/1994

CAMDEN, GLOUCESTER AND SALEM COUNTIES

	Rates	Fringes
Terrazzo Finisher.....	\$ 12.93	5.05

 CARP0623-004 12/03/1994

ATLANTIC AND MONMOUTH COUNTIES:

	Rates	Fringes
Tile Finisher.....	\$ 8.45	13%

 CARP0623-005 12/03/1994

CAMDEN, GLOUCESTER AND SALEM COUNTIES

	Rates	Fringes
Tile Finisher.....	\$ 12.72	5.05

 CARP0623-006 12/03/1994

CAMDEN, GLOUCESTER AND SALEM COUNTIES

	Rates	Fringes
Marble Finisher.....	\$ 12.95	5.05

 CARP0781-001 05/01/2004

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)

	Rates	Fringes
Carpenter.....	\$ 33.85	14.55

 CARP1456-006 05/01/2003

	Rates	Fringes
Diver Tender.....	\$ 28.82	26.41
Diver.....	\$ 38.28	26.41

 CARP1456-007 05/01/2003

MERCER AND MONMOUTH COUNTIES

	Rates	Fringes
Dock Builder & Piledrivermen...	\$ 31.54	24.61

 CARP2018-001 05/01/2004

OCEAN COUNTY

	Rates	Fringes
Millwright.....	\$ 33.85	14.55

 CARP2212-002 05/01/2004

BURLINGTON, MERCER, MONMOUTH AND OCEAN COUNTIES

	Rates	Fringes
Soft Floor Layer.....	\$ 33.85	14.55

CARP2250-001 05/01/2004

MONMOUTH COUNTY

	Rates	Fringes
Carpenter.....	\$ 33.85	14.55

 ELEC0269-003 04/01/2004

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

	Rates	Fringes
Line Construction (EXCEPT RAILROAD WORK)		
Linemen, Cable Splicers, Equipment Operators and Technicians.....	\$ 39.59	47%
Truck Drivers, Groundmen and Winch Operators.....	\$ 31.67	47%

 ELEC0269-004 04/01/2004

BURLINGTON COUNTY (Area North of a line following the West and South limits of Burlington Borough from the Delaware River in a Southeasterly direction to the Burlington - Mount Holly Road, South-Southeast along this road to and including the Town of Mount Holly, East along the Pennsylvania Railroad to and including New Lisbon and continuiong along the Pennsylvania Railroad to the Ocean County Line) AND MERCER COUNTIES

	Rates	Fringes
Electrician & Cable Splicer....	\$ 39.59	47.3%+.25

 ELEC0351-001 10/01/2001

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:

	Rates	Fringes
Electrician & Cable Splicer....	\$ 32.89	51.05%+.20

ELEC0351-002 10/01/2001		

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:

	Rates	Fringes
Groundman.....	\$ 27.95	52.05%
Linemen, Heavy Equipment Operators, & Cable Splicers....	\$ 32.89	52.05%

ELEC0351-003 12/03/1994		

BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MONMOUTH, OCEAN AND SALEM COUNTIES:

	Rates	Fringes
Line Construction:		
(RAILROAD ONLY)		
Dynamite Man.....	\$ 14.20	25%
Groundman Winch Operator....	\$ 13.07	25%
Groundman.....	\$ 11.06	25%
Line Equipment Mechanic.....	\$ 12.90	25%
Line Equipment Operator.....	\$ 16.20	25%
Linemen.....	\$ 16.96	25%
Street Light Mechanic.....	\$ 12.97	25%

ELEC0400-001 06/03/2002		

MONMOUTH AND OCEAN COUNTIES

	Rates	Fringes
Electrician & Cable Splicer....	\$ 36.01	40.75%

ELEC0400-002 06/02/1997		

MONMOUTH AND OCEAN COUNTIES

	Rates	Fringes
Line Construction: (Excluding Railroad construction)		
Groundman.....	\$ 27.01	18.75%+5.83
Lineman, Equipment Operator, and Cable Splicer..	\$ 28.96	18.75%+5.83

 ELEV0005-002 08/01/2003

	Rates	Fringes
Elevator Mechanic.....	\$ 36.205	9.605+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.

 * ENGI0825-002 07/01/2004

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 35.12	18.90+A+B
GROUP 2.....	\$ 33.53	18.90+A+B
GROUP 3.....	\$ 31.62	18.90+A+B
GROUP 4.....	\$ 29.99	18.90+A+B
GROUP 5.....	\$ 28.28	18.90+A+B
GROUP 6.....	\$ 36.84	18.90+A+B
BUILDING CONSTRUCTION PROJECTS; HEAVY; HIGHWAY; ROAD; STREET AND SEWER PROJECTS:		

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.

 * ENGI0825-003 07/01/2004

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 37.61	18.90+A+B
GROUP 2.....	\$ 36.77	18.90+A+B
GROUP 3.....	\$ 38.75	18.90+A+B
GROUP 4.....	\$ 34.68	18.90+A+B
GROUP 5.....	\$ 29.47	18.90+A+B

TANK ERECTION:

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.

 * ENGI0825-004 07/01/2004

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.89	18.90+A+B
GROUP 2.....	\$ 36.98	18.90+A+B
GROUP 3.....	\$ 34.59	18.90+A+B
GROUP 4.....	\$ 32.03	18.90+A+B
GROUP 5.....	\$ 30.50	18.90+A+B
GROUP 6.....	\$ 28.74	18.90+A+B
GROUP 7.....	\$ 39.25	18.90+A+B
[STEEL ERECTION]:		

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

 * ENGI0825-005 07/01/2004

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 35.75	18.90+A+B
GROUP 2.....	\$ 35.10	18.90+A+B
GROUP 3.....	\$ 31.96	18.90+A+B
GROUP 4.....	\$ 30.56	18.90+A+B
GROUP 5.....	\$ 28.74	18.90+A+B
GROUP 6.....	\$ 37.68	18.90+A+B

OILOSTATIC MAINLINES & TRANSPORTATION PIPELINES:

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.

 IRON0011-001 07/01/2002

MONMOUTH AND OCEAN COUNTIES

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 27.63	24.10
Structural & Ornamental.....	\$ 29.53	24.10

 IRON0068-001 07/01/2003

BURLINGTON (Remainder), MERCER, MONMOUTH (South half), AND OCEAN (Middle third) COUNTIES

	Rates	Fringes
Ironworkers:		
Reinforcing (Concrete Rods).....	\$ 26.41	23.80
Structual, Ornamental.....	\$ 28.41	23.80

 IRON0350-001 07/01/2003

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

	Rates	Fringes
Ironworkers:		
BUILDING CONSTRUCTION:		
Fence and Guardrail Erector.....	\$ 25.92	20.25

Reinforced Concrete.....	\$ 28.77	20.25
Structural & Precast.....	\$ 29.77	20.25
Windows.....	\$ 28.77	20.25
HIGHWAY CONSTRUCTION:		
Reinforced Concrete.....	\$ 26.57	20.25
Structural & Precast.....	\$ 28.82	20.25

* IRON0399-001 07/01/2004

BURLINGTON (Southern portion up to but not including Lumberton and Chatsworth Twps.), CAMDEN, CUMBERLAND (Remainder), GLOUCESTER, AND SALEM COUNTIES

	Rates	Fringes
Ironworkers:		
Hazardous work.....	\$ 35.44	14.25
Structural, Ornamental, and Reinforcing.....	\$ 35.24	16.85

LABO0172-001 03/01/2003

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER, OCEAN AND SALEM COUNTIES

	Rates	Fringes
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).

 LABO0172-002 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).

 LABO0172-003 03/01/2002

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

COUNTIES

	Rates	Fringes
Laborers-Asphalt Construction:		
Feeders and Dust Men.....	\$ 21.65	11.70+A
Head Rakers.....	\$ 23.60	12.95+A
Rakers & Screed Men.....	\$ 23.45	12.95+A
Scale Mixers & Burner Men...\$	21.90	11.70+A
Tampers, Smothers, Kettlemen, Painters, Shovelers and Roller Boys...\$	23.20	12.95+A
STREET:		

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.

 LABO0222-001 05/01/2002

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

	Rates	Fringes
Laborers: (BUILDING CONSTRUCTION)		
CLASS A.....	\$ 22.95	11.77
CLASS B.....	\$ 22.45	11.77
CLASS C.....	\$ 19.16	11.77

LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

CLASS A: Jack Hammer, Tamper, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro, Demolition Equipment, All types of Motorized Fork Lifts Riding Motor Buggy Operator, Bobcat Operator, Mortar Man, Burners, Nozzle Man on Gunite work.

CLASS B: All laborers not listed in Class A or C.

CLASS C: Laborers doing Janitorial-type light clean up work associated with the turnover of the project to the owner All Flagman, and those manning temporary heat of all types.

 LABO0415-001 05/01/2002

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

	Rates	Fringes
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.

 LABO0472-001 03/01/2003

MONMOUTH COUNTY

	Rates	Fringes
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

 LABO0595-001 05/01/2002

BURLINGTON (Remainder), MERCER, MONMOUTH, and OCEAN (Remainder) COUNTIES:

	Rates	Fringes
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.

 LABO1030-001 04/01/2001

LABORERS: (The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste of materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling to all enclosures, scaffolding, barricades, and the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic and hazardous waste or materials, the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; and the clean up of the work site and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos or toxic and hazardous waste materials; and in addition, all work tasks involved in the maintenance and operation of energy resource recover plants (co-generation plants).)

	Rates	Fringes
Laborer.....	\$ 21.85	10.12

PAIN0252-007 05/01/2003

ATLANTIC, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, SALEM, and parts of BURLINGTON and OCEAN (everything south of these cities in Burlington and Ocean Counties-Florence to Bustleton to Columbus to Jobstown to Pemberton to Onga Hat to Chatsworth to Whiting to Pinewald to Ocean Gate to Seaside Heights) COUNTIES

	Rates	Fringes
Glazier.....	\$ 27.35	15.05

PAIN0711-001 05/01/2000

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MONMOUTH, OCEAN, & SALEM COUNTIES:

	Rates	Fringes
Painting, paperhanging & allied work.....	\$ 28.75	2.54+27%
Repaint work & preparation thereof (including jobs where no major alterations are taking place but excluding bridges, stacks, elevated tanks & generating stations)...	\$ 22.00	2.54+27%
Spraying Sandblasting, Dipping, Power tools (Over 115 volts) & Paperhanging.....	\$ 31.25	2.54+27%
PAPERHANGING PASTING APPARATUS WORK ON TANKS, BRIDGES, TOWERS, STACKS, & OPEN STRUCTURAL STEEL, WORK FROM CABLES & SWINGING SCAFFOLDS, EXTERIOR WORK ABOVE THREE STORIES		

 PAIN0711-004 05/01/2000

MERCER COUNTY

	Rates	Fringes
Painters:		
Bridges, TV & Radio Towers, Structural Steel & Tanks above 3 stories in height (30' or over), Smoke Stacks, Water Towers, Sand- Blastin, Steam Cleaning, Spraying, or application of Hazardous Materials.....	\$ 31.25	27%+2.55
New Construction and Major Alterations.....	\$ 28.75	27%+2.55
Paperhanging.....	\$ 25.60	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

 PAIN0711-006 08/01/1999

	Rates	Fringes
Drywall Finisher/Taper.....	\$ 28.25	11.23

 PAIN0711-007 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:

	Rates	Fringes
Glazier.....	\$ 28.75	10.30

 * PLAS0008-003 05/01/2004

CAMDEN, GLOUCESTER and SALEM COUNTIES:

	Rates	Fringes
Plasterer.....	\$ 28.35	15.80

 * PLAS0008-005 05/01/2004

ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER, MONMOUTH & OCEAN

COUNTIES:

	Rates	Fringes
Plasterer.....	\$ 28.35	15.80

PLAS0699-001 05/01/2004		

CAMDEN, GLOUCESTER, AND SALEM COUNTIES

	Rates	Fringes
Cement Mason.....	\$ 28.50	14.35

PLUM0009-003 03/01/2004		

	Rates	Fringes
Air Conditioning & Refrigeration Mechanic.....	\$ 26.92	11.33

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

 PLUM0009-004 07/01/2003

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

	Rates	Fringes
Plumber/Pipefitter.....	\$ 36.88	17.00

PLUM0322-001 05/01/2003		

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

	Rates	Fringes
Plumber/Pipefitter.....	\$ 32.12	18.69

ROOF0004-001 06/01/2002		

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

	Rates	Fringes
Roofer.....	\$ 29.57	12.75

* ROOF0030-004 05/01/2004		

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

	Rates	Fringes
Roofers:		
Shingle, slate and tile.....	\$ 19.25	6.17
All other work.....	\$ 26.00	15.30+A

FOOTNOTE: A. PAID HOLIDAY: Election Day

SFNJ0669-002 04/01/2004		
ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER (Remainder), MONMOUTH, OCEAN, AND SALEM (Remainder) COUNTIES		
	Rates	Fringes
Sprinkler Fitter.....	\$ 35.55	6.15

SFNJ0692-001 05/01/2004

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

	Rates	Fringes
Sprinkler Fitter.....	\$ 39.52	11.80

SHEE0019-010 05/01/2003

CAMDEN, GLOUCESTER, & SALEM COUNTIES:

	Rates	Fringes
--	-------	---------

Sheet metal worker.....\$ 33.18 17.90+H

H-Election Day is a paid holiday.

 SHEE0027-002 01/01/2004

ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER, MONMOUTH
 AND OCEAN COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 34.20	21.10

SUNJ1993-001 12/07/1993		

MERCER COUNTY

	Rates	Fringes
Cement Mason (BUILDING CONSTRUCTION ONLY).....	\$ 19.60	8.83

TEAM0331-001 01/01/2004

ATLANTIC AND CAPE MAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 22.00	14.43+A+B
GROUP 2.....	\$ 22.15	14.43+A+B
GROUP 3.....	\$ 22.35	14.43+A+B
GROUP 4.....	\$ 22.50	14.43+A+B

FOOTNOTE:

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

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Striaight Truck Driver, Dump Truck Driver, Water Truck Driver, Transit Mix Driver, Pickup Truck Driver, Tank Truck Driver Track Truck Driver, Agitator Truck Driver, Concrete Mobile Unit Driver, Tringer Bead Truck Driver, Ross Carrier Driver, Warehouse Forklift Driver, A Frame Truck Driver, Gin

Pole Truck Driver, Form Truck Driver, Driver for Truck having Self Loading/Unloading Attachment, & Vacuum Truck/Trailer.

GROUP 2: Trucks Towing Driver

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

GROUP 4: Mechanics.

 TEAM0469-002 05/01/2000

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

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 26.35	11.835+A
GROUP 2.....	\$ 26.40	11.835+A
GROUP 3.....	\$ 26.50	11.835+A
GROUP 4.....	\$ 26.60	11.835+A

FOOTNOTE:

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

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on the following type vehicles: straight dumps, flats, floats, pick-ups, container haulers, fuel, water sprinkler, road oil, stringer, bead, hot pass, bus dumpcrete, transit mixers, agitator mixer, half truck, winch truck, side-0- matic, dynamite, power, x-ray, welding, skid, jeep, station wagon, stringer, A-frame, all dual purpose trucks, truck with mechanical tailgate, asphalt distributor, batch trucks, seeding, mulching, fertilizer, air compressor trucks (in transit), parts chaser, escort, scissor, Hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper, fuel trucks (drivers on fuel trucks, including handling of unit), skid truck (debris container - entire unit), concrete mobile trucks (entire unit), expediter (parts chaser), beltcrete trucks, pumpcrete trucks, line truck, reel truck, wreckers, utility trucks,

tank trucks, warehousemen, warehouse partsmen, yardmen, lift truck in warehouse, warehouse clerk, parts man, material checkers, receivers shippers, binning men (materials cardex man); drivers on the following type vehicle: broyhill coal tar epoxy trucks, little-ford bituminous distributor, slurry seal truck or vehicle, thiokol trackmaster pick-up (swamp cat pickup, bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description, similar type vehicles); off-site and on-site repair shop, team drivers, vacuum or vac-all trucks (entire unit)

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

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

GROUP 4: Winch Trailer Drivers

 TEAM0676-001 05/01/2003

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

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 23.25	11.6875+A+B
GROUP 2.....	\$ 23.30	11.6875+A+B
GROUP 3.....	\$ 23.45	11.6875+A+B
GROUP 4.....	\$ 23.65	11.6875+A+B
GROUP 5.....	\$ 23.80	11.6875+A+B

FOOTNOTES:

- A. Employee who has worked or received pay for 90 days within a year prior to his anniversary date shall receive 56 hours straight time vacation pay; for 3 years but less than 8 years of service he will receive 100 hours of straight time vacation pay; 15 years or more he will receive 165 hours of straight time vacation pay.
- B. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day, Thanksgiving Day, Christmas Day, and two personal holidays, Good Friday, and Christmas Eve afternoon (provided employee works that morning) on the condition

that the employee works or is available for work on at least two days in the week in which the holiday occurs. C. Truck drivers, on hazardous waste removal work on a state or federally designated hazardous waste site where the truck driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin and eye protection the teamster shall receive \$2.25 per hour in addition to the regular rate of pay including overtime pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Warehouseman

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

GROUP 3: Truckstowing

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

GROUP 5: Mechanics

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 (29CFR 5.5 (a) (1) (ii)).

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 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, DC 20210

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

=====
END OF GENERAL DECISION

General Decision Number: NJ030006 05/21/2004

State: New Jersey

Construction Types: Heavy Dredging

Counties: Atlantic, Bergen, Camden, Cape May, Cumberland, Gloucester, Hudson, Mercer, Middlesex, Monmouth, Ocean, Salem and Union Counties in New Jersey.

STATEWIDE

All Dredging except self propelled hopper dredges on the Atlantic Coast and tributary waters emptying into the Atlantic Ocean.

Modification Number Publication Date

0 06/13/2003

1 05/21/2004

* ENGI0025-001 10/01/2003

STATEWIDE

	Rates	Fringes
Company Lead Dredgeman		
Lead Dredgeman.....	\$ 28.72	6.87+a+b
Dipper & Clamshell Dredge		
Boat Captain.....	\$ 22.80	6.27+a+b
Boat Master.....	\$ 23.89	6.87+a+b
Deckhand, Tug Deckhand.....	\$ 18.78	5.67+a+b
Engineer.....	\$ 25.37	6.87+a+b
Maintenance Engineer.....	\$ 24.24	6.27+a+b
Mate.....	\$ 22.64	6.27+a+b
Oiler.....	\$ 19.24	5.67+a+b
Operator.....	\$ 28.72	6.87+a+b
Scowman.....	\$ 18.53	5.67+a+b
Welder.....	\$ 23.87	6.27+a+b
Diver		
Diver.....	\$ 41.53	6.87+a+b
Standby Diver.....	\$ 27.85	6.87+a+b
Standby Tender.....	\$ 23.26	6.27+a+b
Tender.....	\$ 32.11	6.87+a+b
Drag Bucket Dredge		
Deckhand.....	\$ 16.17	5.25+a+b
Engineer.....	\$ 21.41	6.45+a+b
Maintenance Engineer.....	\$ 21.21	5.85+a+b
Mate.....	\$ 19.82	5.85+a+b
Operator.....	\$ 25.09	6.45+a+b
Dredging Pipeline		
Cable-Laying		
Control Tower Operator.....	\$ 25.55	6.87+a+b
Diver Tender.....	\$ 26.58	6.87+a+b
Diver.....	\$ 42.42	6.87+a+b
Leverman.....	\$ 28.83	6.87+a+b
Line up Operator, End		
Prep.....	\$ 18.47	5.67+a+b
Rigger.....	\$ 19.07	5.67+a+b
Drill Boats		
Blaster.....	\$ 23.81	6.45+a+b
Core Driller.....	\$ 18.56	5.25+a+b
Driller.....	\$ 23.55	6.45+a+b
Engineer.....	\$ 23.54	6.45+a+b
Machinist.....	\$ 23.30	5.85+a+b

Oiler.....	\$ 20.46	5.25+a+b
Tug Captain.....	\$ 19.53	5.85+a+b
Tug Deckhand.....	\$ 15.97	5.25+a+b
Tug Master.....	\$ 20.48	6.45+a+b
Welder.....	\$ 23.30	5.85+a+b
Engineer		
1st.....	\$ 25.55	6.87+a+b
2nd, 3rd and 4th.....	\$ 25.23	6.87+a+b
Electrician.....	\$ 25.68	6.87+a+b
Electro Hydro Technician....	\$ 20.79	6.27+a+b
Tug Captain.....	\$ 23.44	6.87+a+b
Tug Master.....	\$ 26.80	6.87+a+b
Hydraulic Dredge		
Asst. Fill Placer.....	\$ 22.45	6.87+a+b
Boat Captain.....	\$ 22.80	6.27+a+b
Boat Master.....	\$ 23.88	6.87+a+b
Chief Mate.....	\$ 24.47	6.87+a+b
Chief Welder.....	\$ 25.13	6.87+a+b
Deckhand.....	\$ 18.78	5.67+a+b
Engineer.....	\$ 24.82	6.87+a+b
Fill Placer.....	\$ 24.47	6.87+a+b
Janitor/Porter.....	\$ 18.14	5.67+a+b
Leverman.....	\$ 28.72	6.87+a+b
Maintenance Engineer.....	\$ 24.24	6.27+a+b
Mate.....	\$ 22.64	6.27+a+b
Messman.....	\$ 18.14	5.67+a+b
Night Cook.....	\$ 18.65	5.67+a+b
Oiler.....	\$ 19.24	5.67+a+b
Shoreman.....	\$ 18.55	5.67+a+b
Spider Barge Operator.....	\$ 23.66	6.27+a+b
Steward.....	\$ 22.59	6.87+a+b
Welder-Dredge.....	\$ 23.86	6.27+a+b
Tug Boats over 1000 H.P. with master or captain having license endorsed for 200 miles off shore		
Tug Captain.....	\$ 24.34	6.87+a+b
Tug Chief Engineer.....	\$ 23.60	6.27+a+b
Tug Deckhand.....	\$ 18.78	5.67+a+b
Tug Engineer.....	\$ 23.13	6.27+a+b

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, 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 (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates

listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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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:

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U.S. Department of Labor
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Washington, DC 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:

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Washington, DC 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:

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U.S. Department of Labor
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Washington, DC 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 OF SECTION

This section presents a general description of the work to be accomplished under this contract at Brigantine Beach, Atlantic County, New Jersey.

1.2 DESCRIPTION OF WORK

The contract work consists of a Base Bid to place approximately 500,000 cubic yards of beachfill, along a project length of approximately 10,000 feet, at Brigantine Beach, Atlantic County, New Jersey.

The Base Bid includes, in addition to beachfill: the construction of vehicular crossovers; a handicap ramp crossover; the installation of pedestrian modular walkways; installation of a siphon drainage system; and, providing dune grass and sand fence.

The contract work also consists of four separate options (Options 1, 2, 3 and 4) to place an additional 50,000 cubic yards of beachfill, per option awarded. Option work will be awarded if the Contracting Officer determines that additional beachfill is required, based on the results of pre-placement condition surveys and changing site conditions as they occur during the contract period. Where additional beachfill is required, the option work would be placed immediately after the bid quantity in a particular area to achieve the template shown on the contract drawings.

The contract work also consists of another option (Option 5) to place an additional 10,000 cubic yards of beachfill, from Station 85+00 to 95+00; the construction of a vehicular crossover and a handicap ramp crossover; the installation of modular walkways; and, providing dune grass and sand fence.

The borrow area for beachfill material is located approximately 3 miles northeast of the project area.

1.3 RESTRICTIONS ON WORK

See Section 00800, SC-1 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK, for information on the delayed notice to proceed and restrictions on work. See Section 01355 ENVIRONMENTAL PROTECTION for restrictions due to protection of the piping plover.

Upon receipt of notice to proceed for the Base Bid, the Contractor may commence the following work:

- pre-placement condition surveys in any area south of Station 0+05.

- construction of pedestrian crossovers (as specified in Section 02500 VEHICULAR CROSSEVERS, HANDICAP RAMP CROSSEVERS AND PEDESTRIAN MODULAR WALKWAYS), only in those locations where there are existing pedestrian crossovers. The Contractor shall not construct two adjacent pedestrian crossovers concurrently. The Contractor shall complete the sand fencing

associated with each pedestrian crossover concurrently with the construction of each pedestrian crossover.

- laying of pipe, if placed offshore (however no pumping shall commence).

- administrative work (e.g. submittals).

No other work shall be completed until after the piping plover nesting season (approximately August 15 if no piping plover chicks are present).

After the piping plover nesting season (approximately August 15 if no piping plover chicks are present), the Contractor may commence the following work:

- pre-placement condition surveys in area north of Station 0+05.

- laying of pipe, if placed on land in area north of Station 0+05 (however no pumping shall commence).

No other work shall be completed until after Labor Day (September 5, 2005).

After Labor Day (September 5, 2005), the Contractor may commence the following work:

- all other contract work.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SECTION 01320

CONSTRUCTION PHOTOGRAPHY

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work specified in this section includes construction photographs consisting of prints and digital image files showing the pre-construction condition, post-construction condition, progress of work (each definable feature of work) during the contract period, work methods, and equipment utilized.

1.2 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:

SD-07 Certificates

Photography Plan; G COR.

The Contractor shall submit, for approval, each month, his photography plan, which shall include the following information: items to be photographed, locations, and the time the images are to be taken.

Pre-Construction Photographs; G DO.

Pre-Construction photographs and digital images shall be furnished to the Government within 10 calendar days of when they are taken. They shall be taken as close as possible to the beginning of the construction work. The Contractor shall provide 3-inch, 3-ring binders and plastic photo-holder pages which shall hold the size of photos submitted. The digital images shall be submitted on a CD.

Construction Photographs; G DO.

Construction photographs and digital images shall be furnished to the Government within 10 days of when they are taken throughout the contract period. The photos shall be submitted in plastic photo-holder pages as described above. The digital images shall be submitted on a CD.

Post-Construction Photographs; G DO.

Post-Construction photographs and digital images shall be furnished to the Government within 10 calendar days of when they are taken. They shall be taken immediately after the end of the construction work. The photos shall be submitted in plastic photo-holder pages as described above. The digital images shall be submitted on a CD.

One set (of the required seven copies) of photographs and digital images, and identification information of the above required photographs, shall be sent to the Philadelphia District Office at the following address:

U.S. Army Corps of Engineers
Philadelphia District
Design Branch (CENAP-EC-DC) (ATTN: G.McKenzie)
Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390

One additional set of digital images, and identification information of the images, shall be sent to the Philadelphia District Office's Technical Library, at the following address:

U.S. Army Corps of Engineers
Philadelphia District
Technical Library (CENAP-IM)
ATTN: Ms. L. Skale
Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390

1.3 QUALITY ASSURANCE

All photography shall be performed by a qualified, established commercial photographer.

1.4 GENERAL REQUIREMENTS

1.4.1 Prints

Prints shall be 8" x 10", color, on single weight paper with smooth surface, glossy finish. Identification information on back of each print shall include: name and location of project, item/action being photographed, General Contractor, orientation of view, date and time of exposure, and name and address of photographer.

1.4.2 Digital Images

Digital images shall be taken with a high quality digital camera using a minimum of 3,000,000 pixels. Images shall be identified by number and referenced to a printed listing containing the same identification information as used for the prints. The digital images shall be furnished on compact disc (CD).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PHOTOGRAPHY

The Contractor shall photograph the personnel, materials, work methods, and equipment utilized during the entire contract period, as follows:

- a. Prior to commencement of work the Contractor shall take a minimum of 25 photographs of the pre-construction, existing conditions.***

b. During the progress of the work, a minimum of 15 photographs shall be taken monthly of each definable feature of work ("defineable feature of work" is defined in Section 01312 QUALITY CONTROL SYSTEM (QCS)) of work.

Also, during the progress of work the Contractor shall obtain aerial oblique photos of the progress of work. Aerial oblique photos shall be taken each month, with overlapping views, accurately recording the entire length of the project work. Attached to this section are examples.

NOTE: All photography for documenting the "progress of work" shall be of actual, working personnel and equipment, depicting the work methods being utilized, taken during normal working hours.

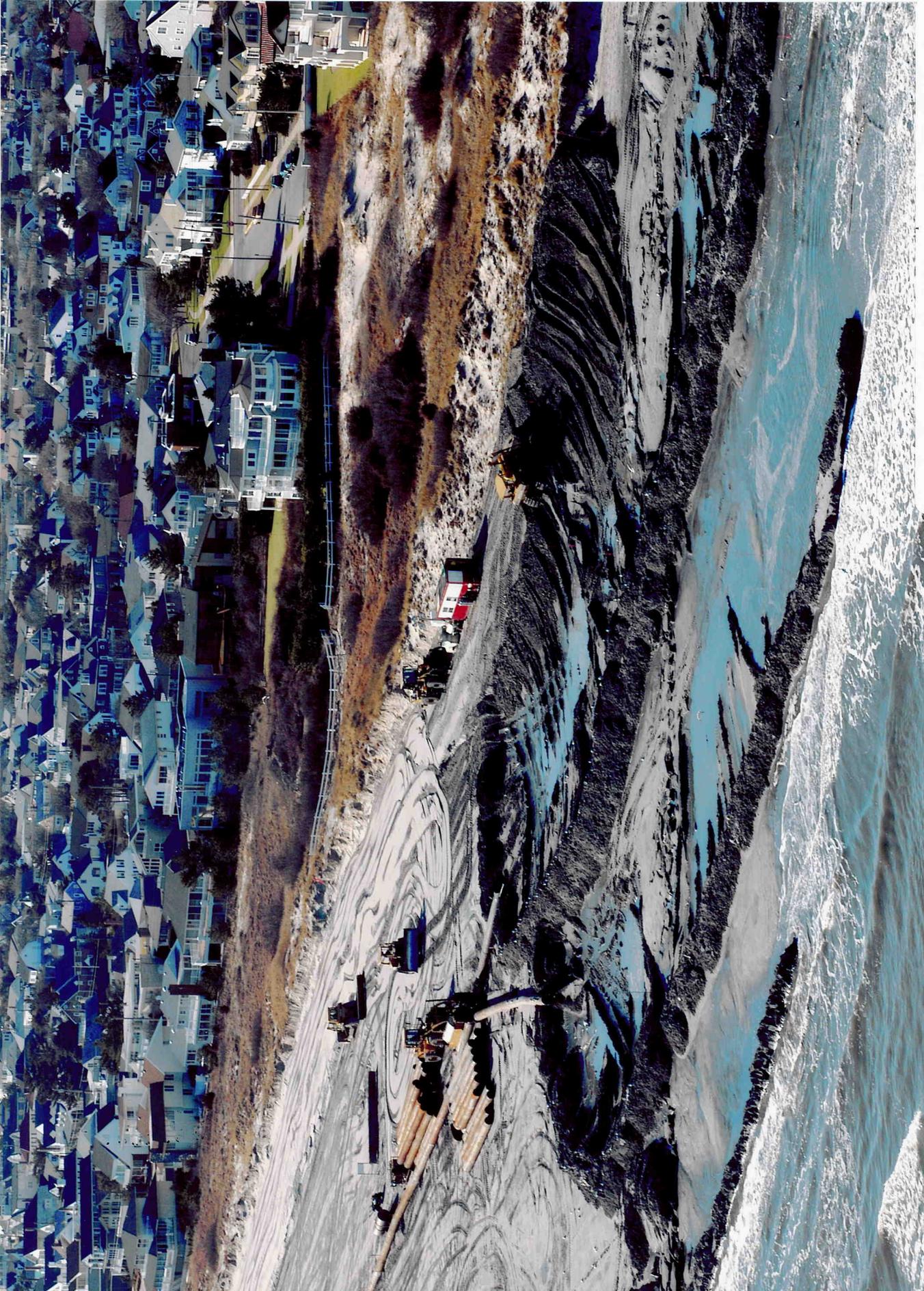
c. After completion of the work, the Contractor shall take a minimum of 25 photographs of the site from the same locations photographed to record the pre-construction, existing conditions.

d. In addition, the Contracator shall photograph special events throughout the contract period as directed by the Contracting Officer's Representative.

3.2 MEASUREMENT AND PAYMENT

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

-- End of Section --





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SECTION 01720

SURVEY REQUIREMENTS

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work covered by this section consists of furnishing all labor, materials, plant and equipment, and performing all operations required in conducting pre-placement condition surveys, before- and after- beachfill placement surveys, and, before- and after-dredging surveys of the borrow area.

1.2 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

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

EM 1110-1-1005 (31 Aug 1994) Topographic Surveying Manual

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" require approval prior to mobilization to the contract work site. All other submittals, classified as "SD-02" through "SD-11," require approval prior to commencing the particular task to which the submittal is associated.

SD-07 Certificates

Qualifications; G,DO.

Provide qualifications of the independent licensed surveyor(s) for land and hydrographic surveying prior to commencing any survey work.

Preliminary Pre-Placement Condition Surveys; G,COR.

All raw and edited data, in HYPACK format (see format a. under "Data Submission," shall be submitted to the COR on a daily basis.

Final Pre-Placement Condition Surveys; G,DO.

The final pre-placement condition survey data shall be submitted within 10 business days after completion of the surveys. Data submittal shall be submitted as specified herein.

Before- and After-Dredging Surveys of Borrow Area; G,DO.

Before- and after-dredging survey data of the borrow area shall be submitted within 5 business days after completion of each of those surveys, respectively. Data shall be submitted as specified herein.

Before- and After-Beachfill Surveys; G,DO.

The before-beachfill survey data of a particular location shall be submitted within 5 business days after completion of that survey. After-beachfill survey data shall be submitted within 5 business days after completion of that survey. Data shall be submitted as specified herein.

Metadata; G,DO

Metadata shall be submitted within 14 business days after completion of beachfill placement operations.

SD-03 Product Data

Surveying Procedures and Equipment; G,DO.

All surveying procedures, methods, and equipment for landward beach surveys, hydrographic surveys, and tidal monitoring, shall be reviewed and approved by the Government Survey Point of Contact prior to the start of any type of surveying work.

1.4 DIFFERENTIAL GLOBAL POSITIONING SYSTEM(DGPS) EQUIPMENT

The Contractor must have a differential GPS, in accordance with the requirements for project classifications for "Navigation and Dredging Support Surveys" as referenced in the Corps of Engineers Hydrographic Survey Manual EM 1110-2-1003. The Contractor shall provide real time positioning of the dredge on a computer screen, during dredging, and have the capability of playback in 15 minute intervals. The position must be recorded on a disk every 15 minutes and submitted to the Contracting Officer on a daily basis.

1.5 HYDROGRAPHIC SURVEYS

Hydrographic surveys will be conducted to meet USACE Performance Standards for Navigation and Dredging Support, as defined in the Hydrographic Surveying Manual EM 1110-2-1003. 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 referenced EM.

1.6 TOPOGRAPHIC SURVEYS

All topographic or land based surveys performed in conjunction with this Contract shall meet all criteria outlined in EM 1110-1-1005.

1.7 QUALIFICATIONS OF SURVEYOR

All surveys must be performed by an independent survey company. All land

surveys shall be performed under the direction and supervision of a Professional Licensed Surveyor with 5 years current experience in beach profiling. All hydrographic surveys shall be conducted under the direction and supervision of a Surveyor certified by the American Congress on Surveying and Mapping (ACSM) as an In-Shore Hydrographer, or by a Professional Licensed Surveyor with a minimum of 5 years documented experience in a hydrographic surveying environment similar in nature to the surveys required under this Contract. Surveyors shall be New Jersey licensed surveyors. ***The lincensed surveyors shall be onsite a minimum of 10% of the time spent completing onsite survey work.***

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL SURVEY REQUIREMENTS

The Contractor shall be responsible for conducting all surveys required to demonstrate that the construction is in compliance with the specified tolerances and the lines, grades, and elevations shown on the drawings. The Contractor shall be responsible for all surveys for payment purposes as specified in Special Clause SC-11 QUANTITY SURVEYS.

3.1.1 Approvals Required

All surveying procedures, methods and equipment for topographic, hydrographic and tidal monitoring (if applicable) surveys, shall be reviewed and approved by the Government Survey Point of Contact prior to the conduct of any type of surveying work. This review process shall also include the review and acceptance of the Surveyor's Qualifications, as defined in the Paragraph entitled: "Qualifications of Surveyor".

3.1.2 Vertical and Horizontal Datums

The Contractor shall utilize North American Vertical Datum (NAVD) 1988 as the vertical datum for elevation and depth references for all cross sections, and shall be responsible for obtaining necessary ocean tide height measurements during the survey periods to assure that accurate adjustments are made to the observed depths to account for tidal variations in water level. The Contractor shall utilize New Jersey State Plane Coordinate System (NAD 1983) as the horizontal reference datum.

3.1.3 Tolerances

Topographic surveys shall be surveyed utilizing surveying procedures and methodology that meet or exceed accuracy tolerances of +/- 0.20 feet in the vertical and +/- 1.0 feet in the horizontal. Hydrographic surveys shall be surveyed utilizing surveying procedures and methodology that meet or exceed accuracy tolerances of +/- 0.20 feet in the vertical and +/- 3.0 feet in the horizontal. Horizontally, the vessel will be kept to within +/- 25 ft of the cross section line. In areas where obstructions are present, complete notes shall be taken explaining the offset.

3.1.4 Overlap of Survey Techniques

Survey lines requiring multiple collection methods shall have a minimum of 50 feet of overlap and five points recorded in each method recorded. All points shall be recorded in the final submittal with attributes indicating

the recording method attached. Survey points must be within 25' lateral distance of the planned profile line and overlap points must be within 25' lateral distance of the adjoining overlap point.

The timing of the hydrographic/wading/topographic portions of the survey cross sections shall be scheduled so that a minimum amount of time transpires between data collection of each portion of the survey lines. The hydrographic and wading segments shall be surveyed within a maximum time period of 3 days for each profile line. If topographic surveys of the upper beach profile are performed separate from the nearshore wading surveys, topographic and wading segments shall be surveyed within a maximum time period of 3 days for each profile line. If topographic surveys are performed separate from wading surveys, the composite profile shall be developed from the wading survey in the region of overlap. If the contractor observes significant differences in elevation between survey segments at locations where segments overlap, the contractor shall supply such information to the District for assessment, while still at the site. Significant differences between segments shall be defined as elevation differences greater than 1 foot over a distance of 10 feet or greater along a profile line, and occurring on two or more adjacent profile lines.

3.1.5 Hydrographic Surveying Techniques

The hydrographic or offshore portion of beach profile lines shall be surveyed using a towed sea sled, direct measurement methodologies or hydrographic techniques with Real Time Kinematic/On the Fly (RTK/OTF) capabilities. If a towed sea sled method is used, the horizontal and vertical positioning shall be obtained by utilizing either Differential GPS, with RTK/OTF capabilities to obtain orthometric heights in the required datum, NAVD88. The Contractor shall use the latest NGS separation model to ensure accuracy levels are met. Update rates from the GPS receiver to the data collection processor shall be collected at a minimum of 5 Hz. to a maximum interval of 20 Hz, to minimize the latency error. The DGPS data shall be augmented by heave/pitch/roll information to smooth the vertical position in the post-processing of the data. The GPS base station shall be located within 6.2 miles (10 km) of the hydrographic line being surveyed. The land and hydrographic portions of the survey shall be conducted at tidal stages to ensure overlap is obtained. The OTF system must be capable of tracking all satellites in view, minimum of five. Mask angles are not to be less than 15 degrees.

3.2 SURVEY BASELINE CONTROL

The survey baseline shall be established from the existing survey baseline control descriptions provide in Section 00870 and from the information as shown on the contract drawings. The baseline shall be surveyed utilizing surveying procedures and methodology that meet or exceed accuracy tolerances of +/- 0.10 feet in the vertical and +/- 0.10 feet in the horizontal,

3.3 PRE-PLACEMENT CONDITION SURVEYS

3.3.1 General

The beachfill area conditions are dynamic in nature. Conditions existing during the preparation of this contract may not be an accurate representation of the beachfill area conditions existing at the commencement of beachfill operations. Consequently, the Contractor shall

obtain pre-placement condition survey cross sections.

3.3.2 Completion Time Requirements

The pre-placement condition surveys shall be completed a maximum of 45 calendar days prior to starting beachfill placement and a minimum of 20 calendar days prior to starting beachfill placement.

3.3.3 Locations of Survey Lines

Pre-placement condition surveys shall be obtained from locations indicated on the contract drawings.

In addition, the Contractor shall take a minimum of five (5) spot elevations along the existing dune crossovers, at each street end, as directed by the COR.

3.3.4 Description of Required Survey Lines

Where the baseline exists, the survey cross sections shall extend landward from that baseline. Otherwise, the survey cross sections shall extend from the coordinates indicated on contract drawings. The survey cross sections shall extend 5000 feet seaward from the origin or to the -30 foot contour (NAVD), whichever comes first (except in Brigantine Inlet (Lines 1 - 6) where the survey lines shall be 5000 feet long).

3.3.5 Intervals Required

Elevations along the cross-sections shall be taken at a maximum of 10 foot intervals, with additional elevations taken **at breaks in grade and** as necessary to describe all hydrographic and topographic features.

3.3.6 Quality Control

Data from previous surveys will be provided to the Contractor in advance of the pre-placement surveys. The Contractor shall overlay the previous surveys with pre-placement surveys as a quality control measure.

3.4 BEFORE- AND AFTER-BEACHFILL SURVEYS

3.4.1 Completion Time Requirements

Before-beachfill surveys of a location shall be conducted no more than 10 calendar days before after-beachfill surveys of that location.

3.4.2 Locations of Survey Lines

The survey cross-sections shall be taken between Station 0+00 and Station 104+50, at the locations indicated on cross sections on the contract drawings.

3.4.3 Description of Required Survey Lines

The survey cross-sections shall extend 1,000 feet from the survey baseline.

3.4.4 Intervals Required

Elevations along the cross-sections shall be taken at a maximum of 10 foot intervals, with additional elevations taken **at breaks in grade and** as

necessary to describe all hydrographic and topographic features.

3.5 BEFORE- AND AFTER-DREDGING SURVEYS OF THE BORROW AREA

3.5.1 Completion Time Requirements

Before-dredging surveys of the borrow area shall be conducted a minimum of 15 calendar days prior to dredging the borrow area. After-dredging surveys of a location shall be conducted within 10 days of completion of dredging of the borrow area.

3.5.2 Locations of Survey Lines

Before- and after-dredging surveys of the borrow areas shall consist of cross-sections taken at a maximum of 200 foot intervals.

3.5.3 Intervals Required

Elevations along the cross-section shall be taken at a maximum of 25 foot intervals, with additional elevations taken **at breaks in grade and** as necessary to describe all hydrographic features.

3.6 DATA SUBMISSION

3.6.1 General

Horizontal distances of each survey point shall be referenced as positive seaward from the established Corps baseline, and negative landward from the baseline. All survey data shall be recorded digitally on CD-ROM in ASCII text format. All profile survey data shall be submitted to the Government in all of the following formats:

- a. ASCII files for distance offset from baseline format, as shown on the attached sheets.
- b. BMAP Free Format ASCII files using distances offset from the baseline (X) and elevation (Z1), as shown on attached sheets.
- c. One ASCII file containing the following for all profile lines: profile ID, survey origin, and grid azimuth with respect to the horizontal reference coordinate system.
- d. Plotted cross section drawings in AutoCAD 2000 format for each cross section survey taken. The grid spacing shall be 10 feet in the vertical and 100 feet in the horizontal. Each drawn cross section shall show the station that it was taken from. **See attached sheet for example of plotted cross sections.**
- e. ASCII files XYZ format, as shown on attached sheets.

All borrow area survey data shall be submitted to the Government in the following format:

Data for the pre-dredge and post-dredge Borrow Area, shall be provided in digital XYZ format and HYPACK files, both raw and edited. Sample file for XYZ format is shown on attached sheets.

3.6.2 Timely Submission of Survey Data

Survey data, unless specified otherwise, shall be submitted within 5 business days of completion of the surveys.

3.7 METADATA SUBMISSION

The data provided by the Contractor is not considered complete without Federal Geographic Data Committee (FGDC) compliant metadata file(s). Metadata Generation Software, Corpsmet95, can be downloaded via <http://corpsgeol.usace.army.mil>. The Contractor shall provide metadata file(s) for all geospatial data produced under this Contract. Geospatial data is defined as information that identifies the geographic location and characteristics of natural or constructed features and boundaries on the earth, which also includes aerial photography. Geospatial data affected by these requirements are those generated for use in a : Geographic Information System (GIS), Land Information System (LIS), remote Sensing or Image processing system, Computer-Aided Design and Drafting (CADD) system, Automated Mapping/Facilities (AM/FM) system and other computer systems that employs or references data using either absolute, relative or assumed coordinates.

The metadata file(s) must comply with Federal Geographic Data Committee (FGDC) Content Standards for Digital Geospatial Metadata Version 1.0 or higher. Corpsmet95 generates final metadata files in a ".met" file type. If the contractor chooses to use the Corpsmet95 Metadata Generation Software, in addition to the ".met" file, metadata files should be provided as ".txt" or ".html". If another generation tool is used other than Corpsmet95, the ".txt" or ".html" file type would be sufficient.

3.8 MEASUREMENT AND PAYMENT

3.8.1 Pre-Placement Condition Surveys

The work specified in this section for conducting pre-placement condition surveys will not be measured for payment. All costs in connection therewith shall be included in the contract lump sum price for Bid Item No. 2 "Pre-Placement Condition Surveys."

3.8.2 Before- and After- Beachfill and Borrow Area Surveys

The work specified in this section for before- and after- beachfill and borrow area surveys will not be measured for payment. All costs in connection therewith shall be considered incidental to those Bid Items to which the surveys are incidental.

-- End of Section --

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SURVEY DATA FORMATS

a. Distance offset from Baseline Format (Comma Delimited)

```

7202.13      Station in feet (Do not include "+")
s sf1       Program requirement (Shall be the same for all stations)
58,5.9      Offset Right Landward, Elevation
50,6.3      "
30,7.5      "
17,6.0      "
10,4.6      "
5,4.0       "
-15,1.7     Offset Left Seaward, Elevation
-25,0.7     "
-40,-0.8    "
-50,-0.9    "
-100,-1.1   "
-250,-0.4   "
-600,-0.7   "
-1500,-3.2  "
E           End of Cross section
7729.45     Station in feet (Do not include "+")
s sf1       Program requirement (Shall be the same for all stations)
Etc.

```

b. Easting, Northing, and Elevation Format or XYZ Format (Comma Delimited)

```

7202.13      Station in feet (Do not include "+")
382475.74,30975.42,-37.3 Easting, Northing, and Elevation
382475.85,30974.85,-37.3 "
382476.06,30973.78,-37.4 "
382476.16,30973.25,-37.4 "
382476.28,30972.59,-37.5 "
382476.38,30972.10,-37.5 "
382476.50,30971.45,-37.4 "
382476.60,30970.98,-37.6 "
382476.73,30970.35,-37.4 "
382476.83,30969.84,-37.6 "
382476.96,30969.22,-37.3 "
382477.07,30968.68,-37.5 "
382477.20,30968.06,-37.3 "
382477.30,30967.52,-37.4 "
382477.40,30966.88,-37.2 "
382477.48,30966.32,-37.1 "
7729.45     Station in feet (Do not include "+")
382475.74,30975.42,-37.3 Easting, Northing, and Elevation
382475.85,30974.85,-37.3 "
Etc.

```

c. BMAP Free Format

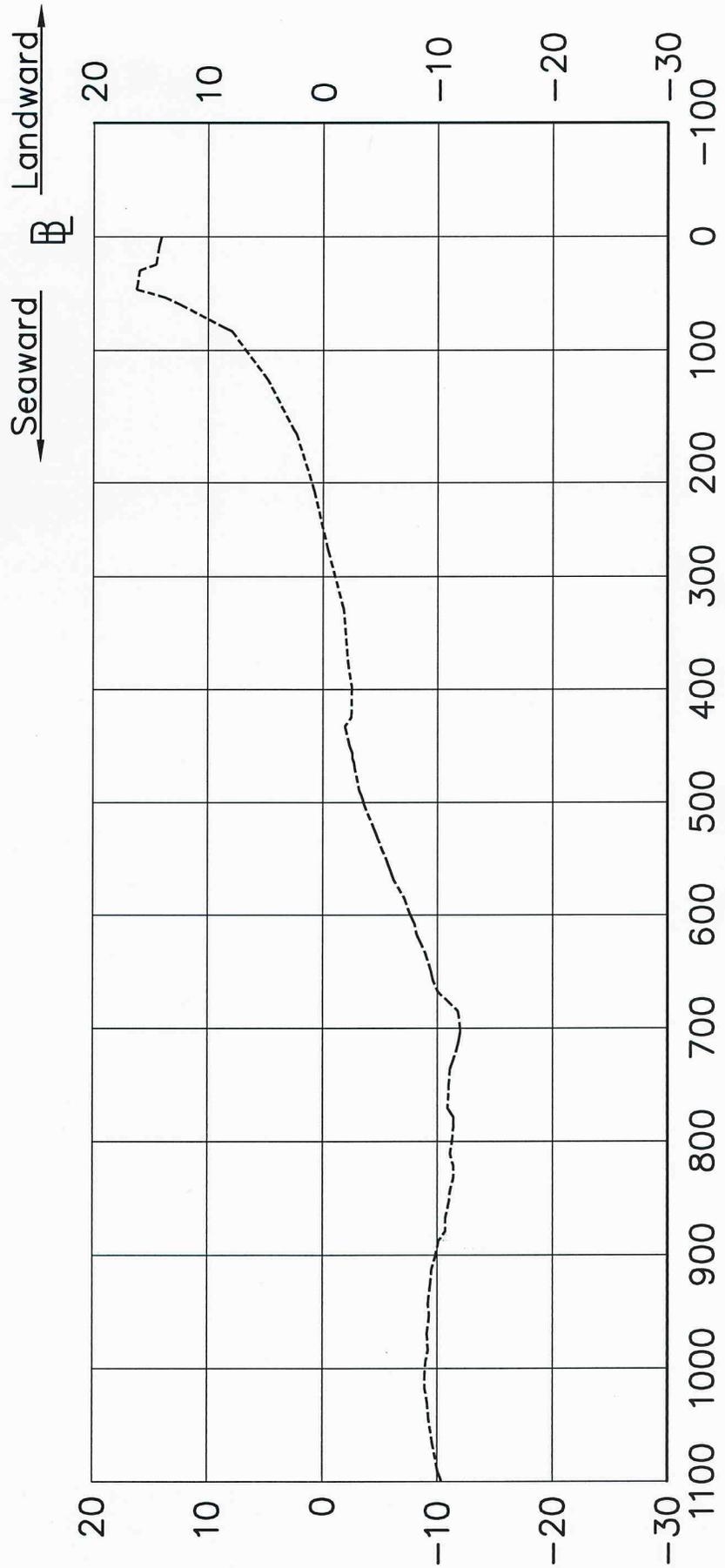
```

BR 00400 031704      Line Name; BR for Brigantine; Station; Date
      <TAB>20         Number of points in cross section
827.4000<TAB>9.6200  Offset Distance from baseline, Elevation
840.3000<TAB>8.6100      "
848.6000<TAB>6.6000      "

```

859.7000<TAB>5.4900	"
871.4000<TAB>4.2900	"
883.3000<TAB>3.1700	"
894.1000<TAB>2.4200	"
906.4000<TAB>1.6700	"
918.6000<TAB>0.6100	"
929.8000<TAB>-0.6700	"
942.9000<TAB>-1.8200	"
955.3000<TAB>-2.7400	"
956.0000<TAB>-2.8600	"
967.8000<TAB>-3.0100	"
980.0000<TAB>-2.9900	"
992.4000<TAB>-3.1800	"
1004.3000<TAB>-3.6000	"
1016.5000<TAB>-3.6900	"
1028.4000<TAB>-4.2000	"
1047.8000<TAB>-4.4200	"

ELEVATION IN FEET (NAVD 88)



DISTANCE FROM BASELINE (FEET)

STATION 45+00

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LOCATION	TYPE OF STRUCTURE	TYPE OF CONSTRUCTION	TOP ELEV		TOP WIDTH	LENGTH (ft)	YEAR BUILT
			IN	OUT			
14TH STREET N.	1 GROIN	TIMBER	8.5	5.0	2	230	1952
14TH STREET NO. TO 9TH STREET N.	1 BULKHEAD	TIMBER	13.0	13.0	1.5	1450	1947
13TH STREET NORTH	1 GROIN	TIMBER	10.0	6.0	2	70	1947
12TH STREET NORTH	1 GROIN	TIMBER	0.0	0.0		70	1947
11TH STREET NORTH	1 GROIN	TIMBER	5.0	5.0	1.0	225	1961
9TH STREET NORTH	1 GROIN	TIMBER	5.0	5.0	1.0	225	1961
9TH ST. NORTH TO 2ND ST. NORTH	1 BULKHEAD	TIMBER	12.0	12.0	1.5	1652	1965
8TH STREET NORTH	1 GROIN	TIMBER PILES	11.0	0.0	4	150	UNKN
7TH STREET NORTH	1 GROIN	TIMBER	5.0	5.0	1.0	200	1961
6TH STREET N.	1 GROIN	TIMBER PILES	11.0	11.0	4	200	UNKN
5TH STREET N.	1 GROIN	TIMBER	5.0	5.0	1.0	200	1961
3RD STREET NORTH	1 GROIN	TIMBER	5.0	5.0	1.0	200	1961
ROOSEVELT BLVD.	1 GROIN	TIMBER & STONE	10.0	5.0	1.0	620	1961-68
3RD STREET SOUTH	1 GROIN	TIMBER & PILES	0.0	0.0		200	UNKN
BETWEEN 4TH ST. S. & 5TH ST. S.	1 GROIN	TIMBER PILES	0.0	0.0		180	UNKN
6TH STREET SOUTH	1 GROIN	TIMBER & STONE	10.0	2.0		580	1968
8TH ST. S. TO 12TH ST. S.	1 WAVEBREAKER	TIMBER PILES	0.0	0.0		1060	UNKN
8TH, 9TH, 10TH ST. S.	1 BULKHEAD/REVECT	TIMBER & STONE	12.0	12.0		538	1971
12TH STREET SOUTH	1 GROIN	TIMBER & STONE	10.0	2.0	10	580	1966
14TH STREET SOUTH	1 GROIN	TIMBER PILES	11.0	11.0	1.0	180	1946-52
14TH STREET SOUTH TO 15TH ST. SOUTH	1 BULKHEAD	TIMBER PILES	10.0	12.0	.7	350	1947-51
15TH ST. S	1 GROIN	TIMBER	12.0	7.0	2	180	1946-52
18TH STREET SOUTH	1 GROIN	TIMBER & STONE	10.0	2.0	10	630	1965
20TH STREET SOUTH	1 GROIN	TIMBER	0.0	0.0		180	1046-52
22ND STREET SOUTH	1 GROIN	TIMBER	0.0	0.0		180	1946-52
24TH STREET SOUTH	1 GROIN	TIMBER & STONE	10.0	2.0	10	580	1965
25TH STREET SOUTH	1 GROIN	TIMBER	0.0	0.0		180	1946-52
27TH ST. S. TO 28TH ST. S.	1 WAVEBREAKER	TIMBER PILES	0.0	0.0		340	UNKNOWN

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SECTION 02446

SAND FENCE AND DUNE GRASS

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all operations required for the erection of sand fence and the planting and seeding of dune grass, as specified herein and shown on the drawings.

1.2 REFERENCES

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

ASTM INTERNATIONAL (ASTM)

ASTM A 641 (2003) *Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire*

ASTM F 1667 (2003) *Driven Fasteners: Nails, Spikes, and Staples*

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:

SD-07 Certificates

Sand Fence. Dune Grass Plants and Seed.

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.

PART 2 PRODUCTS

2.1 SAND FENCE

2.1.1 Fence

Fence shall be a wood picket fence. Pickets shall be No. 1 white cedar. Pickets shall be relatively free of large knots and other structural

defects. Binding wire shall be 19 gauge soft galvanized wire. Fence shall be stretched after weaving to ensure the pickets are tightly bound by the wire. Fence shall be furnished in 50-foot minimum lengths and shall be unpainted.

2.1.2 Fence Posts

Fencing shall be supported by 3" to 5" diameter cedar sawn round wood posts, 8-feet in length. Wood posts shall be untreated.

2.1.3 Fastenings

Staples shall conform to ASTM F 1667, Type IV, Style I having a minimum length of 1-1/2 inches and zinc-coated conforming to ASTM A 641, Class 3 coating.

2.2 DUNE GRASS

2.2.1 Plants

Plants shall be the Cape variety of American Beachgrass (*Ammophila breviligulata*). Each plant shall consist of two or more healthy culms. Plants which are damaged will not be accepted.

2.2.2 Seed

Seed shall be the Atlantic variety of coastal panicgrass (*Panicum amarum*).

2.2.3 Fertilizer

Fertilizer shall be 10-10-10 grade. Fertilizer shall be uniform in composition, free-flowing, and suitable for application with approved equipment.

PART 3 EXECUTION

3.1 SAND FENCE

The sand fence shall be erected in such a manner as to accumulate wind blown sand and thereby aid in the formation of a dune. Fence shall be erected in the locations and along the lines shown on the drawings. Posts shall be provided at a maximum spacing of 10 feet and shall be driven 4 feet into the ground. Fence shall be secured to posts with bottom portion of fence touching the ground surface. **Fence shall be stapled to posts at the same locations as the picket bindings.**

3.2 DUNE GRASS

3.2.1 General

Dunes, both constructed and reconstructed, shall be fertilized, planted, and seeded with beachgrass and panicgrass after construction of the dune has been completed.

3.2.2 Surface Preparation

All surfaces to be planted shall be graded with no sharp depressions greater than 2 inches in depth. All compacted areas shall be scarified to a

depth of 3 inches prior to planting.

3.2.3 Planting Method

3.2.3.1 Beachgrass

One beachgrass plant shall be planted per hole. The plants shall be spaced 18 inches apart within a row and rows shall be spaced 18 inches apart. The ends of rows shall be staggered 9 inches. The dune grass shall be planted in 8-9" deep holes. Fertilizer shall be applied at 400 pounds per acre, 30 days after planting, but no earlier than April 1.

3.2.3.2 Panicgrass

The dunes shall subsequently be over seeded into the stands of American beachgrass with panicgrass from the centerline of the dune to the landside dune toe. The panicgrass shall be seeded at a rate of 8 - 12 pounds of seed per acre. Seeds shall be planted 1.5 to 2 inches deep either by hand or by a mechanically operated drill or seeder.

3.2.4 Planting Season

Beachgrass shall only be planted between 15 October and 1 April, under nonfrozen soil conditions. Panicgrass seeds shall only be planted between 1 November and 15 April.

3.2.5 Care and Protection

The Contractor shall be responsible for proper care and protection of all planted areas. At least 80% plant survival is required in areas at the end of the first growing season. Areas having less than an 80% survival rate shall be replanted and fertilized by the Contractor.

3.3 MEASUREMENT AND PAYMENT

3.3.1 Dune Grass

The unit of measurement for the placement of the dune grass will be the actual square feet of dune grass placed in accordance with this Section and the Contract Drawings and accepted by the Contracting Officer. Following placement of the dune grass, a survey shall be taken by a Delaware licensed surveyor to determine the actual square feet of dune grass placed. Costs associated with this survey shall be the responsibility of the Contractor. Measurement of dune grass area shall be to the nearest square yard. Payment for the placement of dune grass will be made at the Contract Unit Price for Base Bid Item No. 7 and Option 5 Bid Item No. 19 (if Option 5 is awarded), "Dune Grass," which shall constitute full compensation to the Contractor for all costs associated with the placement and surveying of the dune grass.

3.3.2 Sand Fence

The work specified in this section for sand fence will be measured for payment by the linear footage of sand fence installed. Payment for this work will be made at the contract unit price for "Sand Fence," Base Bid Item No. 8 and Option 5 Bid Item No. 20 (if Option 5 is awarded).

-- End of Section --

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