

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1</b>   <b>2</b>
2. AMENDMENT/MODIFICATION NO. <b>0001</b>	3. EFFECTIVE DATE <b>18-Aug-2004</b>	4. REQUISITION/PURCHASE REQ. NO. <b>W25PHS41910519</b>	5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAS PHILADELPHIA PA 19107-3390	CODE <b>W912BU</b>	7. ADMINISTERED BY (If other than item 6) US ARMY ENGINEER DISTRICT, PHILADELPHIA POC:MICHELLE L. RUBINO WANAMAKER BLDG 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390		CODE <b>E5CTCMLR</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <b>W912BU-04-B-0027</b>	
			<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) <b>03-Aug-2004</b>	
			<input type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO.	
			<input type="checkbox"/> 10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ 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.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
<b>Maintenance Dredging, Fairless Turning Basin, Delaware River, Philadelphia, Pennsylvania to Trenton, New Jersey</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<b>THIS AMENDMENT DOES NOT EXTEND THE BID OPENING DATE OF 02 SEPTEMBER 2004 AT 11:00 A.M.</b>				
(continued on next page)				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL: _____ EMAIL: _____	
15B. CONTRACTOR/OFFEROR	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)

**I. SPECIFICATIONS:**

NOTE: The following sections were amended. For simplicity, the complete section is being reissued when appropriate to enable complete substitution/insertion of the section in existing hard copies. To make detection of changes easier, only those pages with changes on them are annotated with "Amendment No. 0001" in the upper right corner. In addition, changes on a page are highlighted in ***bold italics when appropriate***.

- a. COVER SHEET:** Please delete the current cover sheet of the specifications and substitute the new cover sheet, annotated Amendment No. 0001, attached here to.
- b. BIDDING SCHEDULE:** Section 00010, Page 3 - Please delete page 00010-3 in its entirety and substitute the new page of the same number, annotated Amendment No. 0001, attached hereto.
- c. SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS:** Please delete Section 00800 in its entirety and substitute the new Section of the same number, with revised page annotated Amendment No. 0001, attached hereto.
- d. SECTION 00815 - SPECIAL CONTRACT REQUIREMENTS:** Please delete Section 00815 in its entirety and substitute the new Section of the same number, with revised pages annotated Amendment No. 0001, attached hereto.
- e. SECTION 01060 - SAFETY:** Please delete Section 01060 in its entirety and substitute the new Section of the same number, with revised page annotated Amendment No. 0001, attached hereto.
- f. SECTION 02325 - DREDGING:** Please delete Section 02325 in its entirety and substitute the new Section of the same number, with revised page annotated Amendment No. 0001, attached hereto.
- II. CONTRACT DRAWINGS:** Please delete Cover sheet drawing and Drawing Nos. 62495, 62496, 62497, 62498, and 62499 in their entirety and substitute the revised cover sheet and drawings of the same numbers, with a revision date of 18 Aug 2004, attached hereto.
- III.** 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.



**US Army Corps  
of Engineers  
Philadelphia District**

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# ***Maintenance Dredging* Fairless Turning Basin**

**Delaware River  
Philadelphia, Pennsylvania to  
Trenton, New Jersey**

**Construction Solicitation  
and Specifications**

**3 August 2004**

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BIDDING SCHEDULE  
(To be attached to SF 1442)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
1.	Mobilization & Demobilization	1	JOB	L.S. \$	
2.	Removal and Satisfactory Disposal of Material (Sta. 0+000 to Sta. 0+800)	<b>153,127</b>	CY	\$	\$
3.	Adjustment in bid price if Contractor-furnished disposal areas, described as hereinafter specified, are used	1	JOB	L.S.	(\$ )
TOTAL ESTIMATED AMOUNT					\$

NOTE: Bidders must bid on all items.

ACCEPTANCE OF CONTRACTOR-FURNISHED DISPOSAL AREAS

Award of the contract on the basis of using Contractor-furnished disposal areas will be subject to the acceptance of the proposed Contractor-furnished disposal areas by the Contracting Officer. The Contractor shall be required to obtain all applicable Federal and State approvals as specified in SECTION 01040: COORDINATION FOR CONTRACTOR FURNISHED DISPOSAL AREAS of the Specifications. Failure by the bidder to furnish these approvals with the bid at the time of the bid opening will result in the bid being rejected as being non-responsive.

If the bid is based on the use of Contractor-furnished areas, the bidder shall execute DESCRIPTION OF DISPOSAL AREAS form, complete in accordance with the notations thereon, and shall submit the form with the bid. A copy of the form can be found at the end of specification Section 01040. The bid shall adequately describe such Contractor furnished areas and shall be accompanied by the written permission of the landowners. Description of Contractor furnished areas shall include location, size, and capacity of each area. If the bidder proposes to use both the Government furnished areas shown on the contract drawings and Contractor-furnished areas, he shall describe in his bid the portion or portions of all the areas, which will be used, and the estimated quantity of dredged material to be placed in each area.

The Government may reject a bid as nonresponsive if it is materially and mathematically unbalanced as to price for any bid item or combination of items. A bid is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work. (See FAR 15.404-1(g).)

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SECTION 00800  
SPECIAL CLAUSES

PARA	TITLE
SC-1	COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
SC-2	LIQUIDATED DAMAGES - CONSTRUCTION
SC-3	CONTINUING CONTRACT (MAR 1995 EFARS)
SC-4	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS
SC-5	PHYSICAL DATA
SC-6	LAYOUT OF WORK
SC-7	PERFORMANCE OF WORK BY THE CONTRACTOR
SC-8	ENVIRONMENTAL LITIGATION
SC-9	SIGNAL LIGHTS
SC-10	CONTINUITY OF WORK
SC-11	FINAL EXAMINATION AND ACCEPTANCE
SC-12	SHOALING
SC-13	INSPECTION
SC-14	ACCOMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS
SC-15	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
SC-16	PERFORMANCE EVALUATION OF CONTRACTOR
SC-17	TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
SC-18	INSURANCE REQUIREMENTS

SPECIAL CLAUSES

SC-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor will be required to commence actual dredging under this contract within 10 calendar days after the date of receipt by him of notice to proceed, to prosecute said work diligently and to complete the entire work ready for use not later than 45 calendar days after the date of receipt by him of notice to proceed which is scheduled to be issued on or about 23 September 2004. 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 \$950.00 for each calendar day of delay until the work is completed or accepted.

b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.211-12)

SC-3 CONTINUING CONTRACTS (MAR 1995-EFARS)

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, 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 \$50,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

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

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

funds reserved for the contract by issuing an administrative modification to the contract.

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

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

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

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

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

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

#### SC-4 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

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

- (1) Immediately check the specifications and all drawings;
- (2) Compare 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 (a).

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: "Dredging, Fairless Turning Basin, Delaware River, Philadelphia Pennsylvania to Trenton, New Jersey", and have the following drawing numbers, subtitles, and dates.

Drawing No.	Subtitle	Date	Latest Revision Date
62495	General Plan, Vicinity Map, Location Map and List of Drawings	3 August 2004	18 August 04
62496	<b>Soundings - Fairless Turning Basin</b>	3 August 2004	18 August 04
62497	<b>Fairless Turning Basin Coordinates</b>	3 August 2004	18 August 04
62498	Sections	3 August 2004	18 August 04
62499	Money Island Disposal Area	3 August 2004	18 August 04

SC-5 PHYSICAL DATA (APR 1984)

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

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

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

c. Weather Conditions. The site of the work is sheltered from storms. It is believed that work can be performed during all seasons of the year except during winter months when ice conditions may interfere with dredging operations. Complete weather records and reports may be obtained from the local U.S. Weather Bureau Office nearest to the work site. The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions during the construction period.

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

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

f. Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor is 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 advising navigation interests that the Contractor's dredging plant will be operating in the project waterway. The Contractor shall submit this request to: Commander (OAN), Fifth Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, VA 23705. The Contractor shall furnish a copy of this request to the Contracting Officer not less than five days prior to the start of dredging. The Contractor shall also notify the U.S. Coast Guard of the approximate time required for completion of dredging. Upon completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the contract in navigable waters or on shore.

g. Navigation Aids. The Contractor shall not relocate or move any aids to navigation that have been established by the U. S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the U.S. Coast Guard at least 30 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, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23705. A copy of each request shall be **furnished** to the Contracting Officer.

Location. The location of the work is in the Delaware River near Newbold Island.

i. Laying of Submerged Pipelines and Obstruction of Channel. When the disposal area is on the opposite side of the navigation channel from the dredging area, a submerged pipeline shall be used to cross the channel. 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 shall not be less than **37** feet.

j. Bridge and Utility Crossings:

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

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

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

Location	Description	Elevation
Upstream side of Penn Central Railroad Bridge	11 submarine cables (1 communication, 2 signal, 4 bridge operating, and 4 emergency)	48 ft below MLW across draw opening
300 ft upstream from Penn Central Railroad Bridge	(2) 12-inch submarine gas pipelines	65 ft below MLW
Tacony-Palmyra Bridge	(2) control cables (2) power cables and	natural bottom

(1) telephone cable  
(all submarine)

0.5 miles downstream from Burlington-Bristol Bridge      aerial electric power lines      140 ft above MLW

Burlington Island to Bristol, PA      telephone cables      unknown

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

k. 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.

l. The Government disposal area available for this contract is:

Upland Disposal Area: Money Island, as shown on the contract drawings.

m. The most recent maintenance dredging within the limits of the proposed Turning Basin was accomplished by Weeks Marine Inc. under Contract DACW61-02-C-0018. Work under this contract commenced on 2 February 2002 and was completed 8 February 2002. Dredging was performed to a required depth of 35' MLW plus 1' allowable overdepth. Total quantity removed under this contract was 159,288 cubic yards. ***It should be noted that previous dredging work accomplished by U.S. Steel Corporation resulted in after dredging depths of 42 feet MLW in this area.***

n. "Abstract of Bottom Samples" are included as Section 00855 of this contract.

o. Survey control description sheets are included as Section 00845 of this contract.

p. Bottom samples of material are available at the Fort Mifflin Project Office, Fort Mifflin, PA, (adjacent to the Philadelphia Airport).

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

#### SC-6 LAYOUT OF WORK

The Contractor shall lay out its work from Government-provided channel coordinates. The Contractor shall furnish, at its own expense, such stakes, templates, platforms, equipment, range markers and labor as may be required in laying out any part of the work from the channel coordinates furnished by the Government. The Contractor shall be responsible for executing the work to such lines and grades. The Contractor must have real time

differential GPS positioning in accordance with the Corps survey manual, class 1 survey requirements for dredge positioning and disposal area layout. The Contractor shall provide real time positioning on a computer screen during dredging, and have the capability of playback in 15 minutes intervals. The position must be recorded on disk every 15 minutes and submitted to the Contracting Officer on a daily basis.(CENAP)

SC-7 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 84)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least forty (40) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

SC-8 ENVIRONMENTAL LITIGATION (1974 NOV OCE)

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

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

SC-9 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working navigable channels, as approved by the Commandant, U.S. Coast Guard with respect to vessels in inland waters (33 CFR 88), as applicable. (CENAP)

SC-10 CONTINUITY OF WORK (APR 1965 OCE)

No payment will be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision

of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed. (CENAP)

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

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

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

SC-12 SHOALING (1965 APR OCE)

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

SC-13 INSPECTION

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

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

reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys, prescribed in the Special Clause entitled "FINAL EXAMINATION AND ACCEPTANCE".

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

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

SC-14 ACCOMMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS (1965 APR OCE)

a. The Contractor shall furnish regularly to Government inspectors on board the dredge or other craft upon which they are employed a suitable separate room for office. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, and a chair for each inspector, and washing conveniences. The entire cost to the Contractor for furnishing, equipping and maintaining the foregoing accommodations shall be included in the 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 by the Government at a rate of \$5.00 per person for each meal. (CENAP)

SC-15 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) - EFARS

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

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

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

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. This data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS 52.231-5000)

Note #1: The small purchase threshold is \$100,000.

Note #2: By submitting cost or pricing data, the Contractor grants to the Contracting Officer (or authorized representative) the right to examine those books, records, documents, and/or other supporting data that will permit evaluation of the proposed equipment costs. This right shall extend for 2 years after expiration of contract performance. After price agreement, the Contractor shall certify that the equipment cost or pricing data submitted are accurate, complete and current.

#### SC-16 PERFORMANCE EVALUATION OF CONTRACTOR (1985 JAN HQ USACE)

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be DD Form 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 DFAR 236.201(c)(1). (CENAP)

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

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

- (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and

without the fault or negligence of the Contractor.

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

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

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

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

SC-18 INSURANCE REQUIREMENTS

Evidence of the following types of insurance shall be provided to the Contracting Officer prior to commencement of work and shall be maintained throughout the period of performance.

a. General Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - \$500,000 per occurrence.

b. Automobile Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - \$200,000 per person and \$500,000 per accident. Property Damage Liability - \$20,000 per accident.

c. Workmen's Compensation and Employer's Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employer's liability coverage in the minimum amount of \$100,000 is also required."

d. Applicable Marine Casualty and Marine Workmen's Compensation Insurance: As appropriate for this contract.

-- End of Section --

General Decision Number: PA030050 05/21/2004

General Decision Number: PA030050 05/21/2004

Superseded General Decision Number: PA020050

State: Pennsylvania

Construction Types: Heavy Dredging

Counties: Pennsylvania Statewide.

All Dredging, except self-propelled hopper dredges, on the Atlantic Coast to the southerly border of the State of Maryland,

& tributary waters emptying into the Atlantic Ocean, the Chesapeake & Delaware Canal, Baltimore City and Baltimore County, Maryland.

Modification Number	Publication Date
0	06/13/2003
1	02/20/2004
2	05/14/2004
3	05/21/2004

\* ENGI0025-001 10/01/2003

STATEWIDE

	Rates	Fringes
<b>Company Lead Dredgeman</b>		
Lead Dredgeman.....	\$ 28.72	6.87+a+b
<b>Dipper &amp; Clamshell Dredge</b>		
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
<b>Diver</b>		
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
<b>Drag Bucket Dredge</b>		
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
<b>Dredging Pipeline</b>		
<b>Cable-Laying</b>		
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
<b>Line up Operator, End</b>		
Prep.....	\$ 18.47	5.67+a+b
Rigger.....	\$ 19.07	5.67+a+b
<b>Drill Boats</b>		

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 Engineeer.....	\$ 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.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a) (1) (ii)).

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

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

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END OF GENERAL DECISION

General Decision Number: PA030006 08/13/2004

General Decision Number: PA030006 08/13/2004  
 Superseded General Decision Number: PA020006  
 State: Pennsylvania  
 Construction Types: Heavy and Highway  
 Counties: Bucks, Chester, Delaware, Montgomery and Philadelphia Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	11/14/2003
2	11/21/2003
3	11/28/2003
4	12/05/2003
5	12/12/2003
6	12/19/2003
7	02/13/2004
8	03/05/2004
9	05/21/2004
10	06/18/2004
11	07/02/2004
12	07/09/2004
13	07/30/2004
14	08/13/2004

BOIL0013-003 08/30/2003

	Rates	Fringes
Boilermaker.....	\$ 33.38	15.69

CARP0454-003 05/01/2003

	Rates	Fringes
Piledriverman.....	\$ 29.60	18.59+A
Footnote: PAID HOLIDAYS: Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (provided the employee works the day before the holiday and the day after the holiday).		

CARP0845-005 05/01/2004

	Rates	Fringes
Carpenter.....	\$ 30.90	15.61
FOOTNOTE: A. PAID HOLIDAY: LABOR DAY		

CARP1906-001 07/01/2004

	Rates	Fringes
Millwright.....	\$ 29.85	16.87

ELEC0098-001 05/03/2004

BUCKS COUNTY: Starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad Bridge to Route 09113, north 09113 to Route 152, north along Route 152 to the Humeville Road, east on Humeville Road to Route 333, north on Route 344 to the junction of Spurs 281 and 252,

continue north on Spur 252 to Route 09028, west on 09028 to Route 152, north on 152 to TR 232, north on TR 532 to Tr 113, north on TR 113 to TR 232 at Anchor Inn, northeast on TR 232 and continue northeast along Route 659 to Route 09060, west on 09060 to Route 402, north on 402 to the Borough line at the southwest corner of the Borough of New Hope. The Borough of New Hope is excluded. Starting at the Delaware at the Delaware River and proceeding southwest along the Plumstead-Solebury and the Plumstead-Buckingham Township lines to Route 09064, northwest on 09064 to U.S. Highway 611 south on 611 to the spur of Route 270, northwest along the spur to Route 397, southwest on 397 to Route 350, southeast on 350 to Route 395, southwest on 395 to Route 09060, southeast on 09069 to Route 09041 southwest on 09041 to the Montgomery County line.

DELAWARE COUNTY: That portion east of a line following State Highway 320 from Montgomery County to Maple, then along the Springfield Road to Saxer Ave, along Saxer Avenue to Powell Road, along Powell Road to State Highway 420 and continuing in a straight line to the Delaware River. MONTGOMERY COUNTY: That portion southeast of a line following Lower State Road from Bucks County southwest to the Bethlehem Pike (U.S Highway 309), south on the Bethlehem Pike to the Penllyn Pike, southwest on the Penllyn and Blue Bell Pikes to the Wissahickon Creek, southeast on the Wissahickon Creek to the Butler Pike to North Lane near Conshohocken Borough, southwest on North Lane to Schuylkill River and continuing southeast in a line to the Spring Mill Road and southwest on the Spring Mill Road to Delaware County. PHILADELPHIA COUNTY

	Rates	Fringes
Electrician.....	\$ 38.47	16.18

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 ELEC0102-003 05/31/2004

BUCKS COUNTY (Plumstead, Bedminister, Tinicum, Nockomixon, Bridgeton and Durham Townships in their entireties, and that portion of Haycock and Springfield Townships east of a line following State Highway 412, from Northampton County south to Route 09071 to State Highway 212, along Highway 212 to Route 09068, and along 09068 to State Highway 313. Also included is that portion of Bublin Borough east of State Highway 313

	Rates	Fringes
Electrician.....	\$ 40.47	45%

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 ELEC0126-002 07/01/2004

CHESTER, DELAWARE, MONTGOMERY, PHILADELPHIA, AND REMAINDER OF BUCKS COUNTY

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 22.25	10.62
Lineman.....	\$ 37.11	4.80+18.75%
Truck Driver.....	\$ 24.10	10.62
Winch Truck Operator.....	\$ 25.96	10.62

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 ELEC0269-001 04/01/2003

BUCKS COUNTY (Area East of a line starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad Bridge to Route 09113, north along 09113

to route 152, north along route 152 to the Hulmeville Rd., east on the Hulmeville to Route 344, north on route 344 to the junction of Spurs 281 and 252 continue north on spur 252 and route 09028, west on 09028 to Route 152, north on 152 to TR 532, north on TR 532 to TR 113, north on TR 113 to TR 232 as Anchor Inn, northeast on TR 232 and continue northeast along 659 to Route 09060, West on 09060 to Route 402, north on 402 to the Borough Line at the southwest corner of the Borough of New Hope; including the Boroughs of New Hope and Bristol)

	Rates	Fringes
Electrician.....	\$ 37.21	44.3%

ELEC0269-002 04/01/2003

BUCKS COUNTY - That portion east of a line starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad Bridge to Route 09113, north along 09113 to route 152, north along route 152 to the Hulmeville Rd., east on the Hulmeville to Route 344, north on route 344 to the junction of Spurs 281 and 252 continue north on spur 252 and route 09028, west on 09028 to Route 152, north on 152 to TR 532, north on TR 532 to TR 113, north on TR 113 to TR 232 as Anchor Inn, northeast on TR 232 and continue northeast along 659 to Route 09060, West on 09060 to Route 402, north on 402 to the Borough Line at the southwest corner of the Borough of New Hope. The Boroughs of New Hope and Bristol are included.

	Rates	Fringes
Line Construction:		
Groundman, Truck Driver, and Winch Operator.....	\$ 29.77	44.3%
Lineman, Cable Splicer, Heavy Equipment Operator....	\$ 37.21	44.3%

ELEC0313-003 12/01/2000

DELAWARE COUNTY : (That portion south of U.S. Highway No. 1 and west of U.S. Highway No. 202) Chester County (That portion South and east of U. S. Highway 1)

	Rates	Fringes
Electrician.....	\$ 26.82	47.62%

ELEC0375-001 06/01/2004

BUCKS COUNTY (East Rock Hill, West Rock Hill, Milford and Richland Townships in their entirety and that portion of Haycock and Springfield Townships west of a line following State Highway 212 from Northampton County South to Route 09071 along 09071 to state Highway 212, along Highway 212 to Route 09068 and along 09068 to State Highway 313) MONTGOMERY COUNTY (Upper Hanover Twp. in its entirety)

	Rates	Fringes
Electrician.....	\$ 32.18	12%+4.47

ELEC0380-001 09/01/2003

BUCKS COUNTY (Hilltown and New Britain Townships in their entirety; that portion of Telford Borough Northeast of County Line Road (Main Street) and bounded by West Rock Hill and Hilltown Township that portion of Dublin Borough West of State Highway 313, and that portion of Doylestown and Warrington

Townships and Doylestown Borough Northwest of a line following U.S. Highway 611 South from Route 09064 to the spur of Route 270, and proceeding Northwest along the spur to Route 397, Southwest on 397 to Route 350, Southeast on 350 to Route 395, Southwest on 395 to Route 09069, Southeast on 09069 to Route 09041, Southwest on 09041 to the Montgomery County Line) DELAWARE COUNTY (The portion of Radnor Township North of U.S Highway 30 and West of State Highway 320) MONTGOMERY COUNTY (The portion Northwest of a line following Lower State Road from Bucks County Southwest to Bethlehem Pike (U.S. Highway 309), South on Bethlehem Pike to Penllyn Pike, Southwest on the Penllyn and Blue Bell Pikes to Wissahickon Creek to the Butler Pike, Southwest Wissahickon Creek to Butler Pike, Southwest on Butler Pike, to North Lane near Conshohocken Borough, Southeast on North Lane to the Schuylkill River and continuing Southeast in a line to Spring Mill Road, Southwest on Spring Mill Road to Delaware County; but excluding Upper Hanover, Douglas, Upper Pottsgrove, West Pottsgrove Townships and also excluding that portion of the Borough of Pottstown North and West of a line drawn Northeast on Kein Street from the Schuylkill River to Reading Railroad Northwest on the railroad to Madison Street, to High Street, East on High Street to Green Street, North on Green Street and Northeast on Mintzer Street to Lower Pottsgrove Township Line, along this township line and the borough line Northwest to Adams Street and Beehive Road, Northeast on Beehive Road to the Township Line at Mervine Street) CHESTER COUNTY (East Coventry, East Vincent, West Vincent, East Pikeland, West Pikeland, Uwchlan, Upper Uwchlan, East Brandywine, Schuylkill and Charleston Townships in their entirety, and that portion of Clan, East Clan, East Whiteland & West Whiteland, Tredyffrin, Willistown, Easttown Townships and Borough of Downingtown north of U. S.Highway 30 )

	Rates	Fringes
Electrician.....	\$ 34.55	35%

ELEC0654-001 05/31/2004

DELAWARE COUNTY (The portion south of U.S. Highway 30 and north of that part U.S. Highway 1 between U.S. Highway 202 and the Chester County Line, and east of that part of U.S. Highway 202 between U.S. Highway 1 and the Delaware Line, and west of a line extending from Montgomery County along State Route 320 to Maple, then along the Springfield Road to Saxer Avenue, along Saxer Avenue to Powell Road; along Powell Road to State Highway 420; along 420 and continuing in a straight line to the Delaware River in the State of Pennsylvania) CHESTER COUNTY (That portion south of U. S. Highway 30 and north of that part of U.S. Highway 1)

	Rates	Fringes
Electrician.....	\$ 33.88	7.17+15.56%

ELEC0743-001 09/01/2003

CHESTER (Coatesville, Honey Brook, South Coventy, Valley, Wallace, Warwick, West Brandywine, West Clan, and West Nantmeal Twps); AND MONTGOMERY (Douglas, Pottstown, Upper Pottsgrove, and West Pottsgrove, Twps) COUNTIES

	Rates	Fringes
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Electrician.....	\$ 27.45	9.54
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ELEC0743-007 09/01/2003		
CHESTER COUNTY (The portion of Sadsbury and West Sadsbury Township north of U.S. Highway 30)		
	Rates	Fringes
Electrician.....	\$ 27.45	10.29
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* ENGI0542-005 05/01/2004		
	Rates	Fringes
Power equipment operators: (HEAVY, HIGHWAY, AND WATER LINE CONSTRUCTION (Off Plant Site))		
GROUP 1.....	\$ 29.69	16.27+A
GROUP 2.....	\$ 29.44	16.20+A
GROUP 3.....	\$ 25.98	14.37+A
GROUP 4.....	\$ 25.68	14.28+A
GROUP 5.....	\$ 23.95	13.78+A
GROUP 6.....	\$ 22.96	13.49+A
GROUP 1a.....	\$ 32.69	17.16+A
GROUP 2a.....	\$ 32.44	17.09+A

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Handling steel and stone in connection with erection, cranes doing hook work, any machine handling machinery, helicopters, concrete pumps building machines similar to the above, including remote control equipment.

GROUP 1a: Machines handling steel, or the functional equivalent, and stone in connection with erection 15 ton and over factory rating; Cranes doing hook work 15 ton and over factory rating; Any machines handling machinery; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Concrete Pumps (Building) 120 feet of Boom length or less (200 yard pour or less); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: All types of cranes, All types of backhoes, Cableways, Draglines, Keystones, all types of shovels, Derricks, Pavers 21E and over, Trenching machines, Trench shovel, Graddalls, Front-End loaders, Boat Captain, Pippin type backhoes, Tandems scrapers, Towers type crane operation erecting, Dismantling, Jumping or Jacking, Drills (self-contained), (drillmaster type) forklift (20 ft. and over), Moter patrols (fine grade), Batch plant with mixer, Carryalls, Scraper, Trounapulls, Roller (Hith Grade Finishing), Spreaders (asphalt), Bulldozers and Tractors, Mechanic welder, Conveyor loaders (euclid-type wheel), Concrete pump, Milling Machines, Hoist with two towers, Building hoist double drum (unless used as a single drum), Mucking machines in tunnel, All auto grade and concrete finishing machines, Bundle pullers/extractors (tublar), toxic/hazardous waste removal rate 20 per cent added to all classification, bobcat, side broom, directional boring machines, vermeet saw type machines ( other than hand held) tractor mounted hydro axe, chipper with boom, all machine similar to the above includidng remote control equipment.

3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boliers, Machine similar to the above, including remote control equipment.

GROUP 2a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Single person operation truck cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Concrete Pumps (Heavy/Highway); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boliers, Machine similar to the above, including remote control equipment.

GROUP 4: Seaman, Pulverzer form line grader, Farm tractors, road finishing, Concrete spreader, Power broom (self-contained), Seed spreader, Grease truck.

GROUP 5: Compressors pumps, Well point pumps, Welding machines Tireman, Power equipment, Maintenance engineer (power boats), and macnines similar to the above.

GROUP 6: Fireman, Oilers and deck hands (personnel Boats), grease truck.

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day

**\*\*TOXIC/HAZARDOUS WASTE REMOVAL\*\*\***

Add 20 per cent to basic hourly rate for all classifications

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IRON0068-003 07/01/2003

BUCKS COUNTY (Remainder)

	Rates	Fringes
Ironworkers:.....	\$ 28.41	23.80
Structural, Ornamental, and Reinforcing		

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IRON0161-001 07/01/2003

BUCKS COUNTY (Includes the towns of Bensalem, Breadysville, Bristol, Churchville, Cornwells Heights, Davisville, Eddington, Feasterville, Hartsville, Johnsville, Line Lexington, Neshaminy, Southhampton, Tradesville, Trevoise, Unionville, Warminster, and Warrington), DELAWARE (North of a line running along State Route 352 to right on Stae Route 291 to State Line); CHESTER (Includes the towns of Alsham, Anselma, Bacton, Berwyn, Cedar Hollow, Charlestown, Chester Springs, Cromby, Devon, Devault, Daylesford, Diamond Rock, Dutton Mill, Frazer, Goshenville, Howellville, Kimberton, Ludwig Corner, Paoli, Mattews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill, Strafford, Sugartown, Tanguy, Valley Forge, Valley Store, White Horse, Williams Corner); MONTGOMERY (Remainder); and

PHILADELPHIA COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 29.40	14.50
Rigger and Machinery Mover		

\* IRON0401-001 07/01/2004

BUCKS (Includes the towns of Bensalem, Breadysville, Bristol, Churchville, Cornwells Heights, Davisville, Eddington, Feasterville, Hartsville, Johnsville, Line Lexington, Neshaminy, Southampton, Tradesville, Trevoise, Unionville, Warminster, and Warrington); DELAWARE (North of a line running along State Rt 352 to right on State Rt 291 to State Line); CHESTER (Includes the towns of Aldham, Anselma, Bacton, Berwyn, Cedar Hollow, Charlestown, Chester Springs, Cromby, Devon, Devault, Daylesford, Diamond Rock, Dutton Mill, Frazer, Goshenville, Howellville, Kimberton, Ludwigs Corner, Paoli, Matthews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill, Stratford, Sugartown, Tanguy, Valley Forge, Valley Store, White Horse, Williams Corner, and Wilsons Corner); MONTGOMERY (Remainder); and PHILADELPHIA COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 37.25	17.25
Structural and Ornamental		

IRON0405-001 07/01/2004

BUCKS (Includes the towns of Bensalem, Breadysville, Bristol, Churchville, Cornwell Heights, Davisville, Eddington, Feasterville, Hartsville, Johnsville, Line Lexington, Neshaminy, Southampton, Transville, Trevoise, Unionville, Warminster, and Warrington), DELAWARE (North of a line running along State Route 352 to right on State Route 291 to State Line); CHESTER (Includes the towns of Aldham, Anselma, Bacton, Berwyn, Cedar Hollow, Charlestown Chester Springs, Cromby, Devon, Devault, Daylesford, Diamoand Rock, Dutton Mill, Frazer, Goshenville, Howellville, Kimberton, Ludwigs Corner, Paoli, Mathews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill, Strafford, Sugartown, Tanguy, Valley Forge, Valley Store, White Horse, Williams Corner, and Wilsons Corner); MONTGOMERY (Remainder); AND PHILDELPHIA COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 31.09	16.75
Reinforcing Steel Mesh, Rebar Work		

IRON0420-007 07/01/2003

MONTGOMERY COUNTY (Anise, Berguy, Congo, Douglas, East Greenfield, East Limerick, East Slaford, East Zieglerville, Engleville, Fagleysville, Ford, Gilbertsville, Green Lane, Hanover, New Perksionenville, Niato, Palm, Obelish, Pennsburg, Perkiomen, Pottstown, Royerfored, Roytown, Sammamansville, Tylerport, Upper Hanover, Upper Pottsgrove, Upper Wodall, West Limerick, West Salford, and West Zieglerville Townships)

	Rates	Fringes
Ironworkers:		
Projects \$200,000,000 and greater, all work.....	\$ 26.10	13.45
Projects less than \$200,000,000.....	\$ 24.10	13.45

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 IRON0451-004 07/01/2003

CHESTER (Remainder of County), AND DELAWARE (Remainder of County) COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 26.10	15.55
Structural, Ornamental, and Reinforcing		

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 LABO0413-003 05/01/2004

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.65	15.45
GROUP 2.....	\$ 21.76	15.45
GROUP 3.....	\$ 21.85	15.45
GROUP 4.....	\$ 16.35	15.45
GROUP 5.....	\$ 22.40	15.45
GROUP 6.....	\$ 22.45	15.45
GROUP 7.....	\$ 22.20	15.45
GROUP 8.....	\$ 22.05	15.45
GROUP 9.....	\$ 21.90	15.45
GROUP 10.....	\$ 22.05	15.45
GROUP 11.....	\$ 21.95	15.45
GROUP 12.....	\$ 26.04	15.45
GROUP 13.....	\$ 21.80	15.45

LABORERS CLASSIFICATIONS

- GROUP 1: Yardwork Laborers; Scale Mixermen; Bunermen; Feeders; Dustmen
- GROUP 2: General Laborer; Asphalt Shovelers; Sheeting, Shoring & Lagging Laborers; Stone, Granite & Artificial Stone Setting Laborer; Hod Carriers; Scaffold Builders; Relief Joints & Approach Slabs; Assembling & Placing Gabions; Pneumatic Tool Laborers; Concrete Forms & Stripping Laborers; Concrete & Lumber Material Laborers; Steel & Steel Mesh (Carrying & Handling); Form Pinners; Mortar Mixers; Pouring & Placing Concrete; Grade Men
- GROUP 3: Vibrator Laborer; Finish Surface Asphalt Rackers; Jackhammer Operators; Paving Breaker Operator; Pipelayer & Caulker (all joints up to within 5 feet of the Building Foundation Line); Conduit & Duct Layers
- GROUP 4: Flagperson
- GROUP 5: Miners
- GROUP 6: Welders & Burners
- GROUP 7: Miner Bore Driver; Blasters; Drillers; Pneumatic Shield Operator
- GROUP 8: Form Setters
- GROUP 9: Trackmen; Brackmen; Groutmen; Bottom Shaft Men; All Other Laborers in Free Air Tunnels; Underpinning (When an underpinning excavation is dug eight feet or more below the natural grade or where an excavation for a pier hole of five feet square or less and eight feet or more dep is dug, the rate shall apply only after a depth of eight feet is reached, to the men working in the bottom)
- GROUP 10: Circular Caissons (Where an excavation for circular caissons are dug eight feet or more below the natural grade level adjacent to the starting point of the caisson hole, at ground level, for the men working in the bottom); Welders, Burners & Air Tuggers

GROUP 11: Powderman; Multiple Wagon Drill Operator  
 GROUP 12: Toxic/Hazardous Waste Handler  
 GROUP 13: Wagon Drill/Hydraulic Track Drill Operator

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 LABO0413-005 01/01/2004

	Rates	Fringes
Landscaping		
Farm Tractor Driver,		
Hydroseeder Nozzleman,		
Mulcher Nozzleman.....	\$ 17.38	13.21+A
Landscape Laborers.....	\$ 16.88	13.21+A

FOOTNOTE:

A. PAID HOLIDAYS: Independence Day, Labor Day, and Thanksgiving Day

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 PAIN0021-003 05/01/2003

	Rates	Fringes
Painters:		
Bridge.....	\$ 31.49	13.80
Painters.....	\$ 27.96	13.80

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 PLAS0592-008 05/01/2004

	Rates	Fringes
Cement Mason.....	\$ 26.60	17.46

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 PLUM0420-001 05/01/2004

	Rates	Fringes
Steamfitter.....	\$ 34.74	19.07

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 PLUM0690-008 05/01/2004

	Rates	Fringes
Plumber.....	\$ 36.13	17.71

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 TEAM0470-002 05/01/2004

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 20.95	10.0725+A+B
GROUP 2.....	\$ 21.05	10.0725+A+B
GROUP 3.....	\$ 21.30	10.0725+A+B

FOOTNOTES FOR TRUCK DRIVERS:

A. PAID VACATION: Employee will earn one vacation day for every two months up to a maximum of five vacation days per calendar year. During each two consecutive months period, employee must have worked twenty-six days in that two month period. After 130 workdays the employee will be entitled to all days of vacation.

B. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day and Veterans Day and five personal holidays provided such employee works the scheduled work day before and after said holiday; and employee gives employer one week's notice requesting a personal holiday. The eligibility for personal holiday every two months up to a maximum of five consecutive month period, employee must have worked 26 days in that two month period. After 130 work days the employee will be entitled to all personal holidays.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Stake body truck (single axle, dumpster)

GROUP 2 - Dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks, and dumpcrete type vehicles, asphalt distributors, farm tractor when used for transportation, stake body truck (tandem)  
GROUP 3 - Euclid type, off-highway equipment or belly dump trucks and double hitched equipment, staddle (ross) carrier, low-bed trailers

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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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.  
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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.

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END OF GENERAL DECISION

SECTION 01060

SAFETY

PART 1 GENERAL

1.1 SCOPE OF SECTION

The work specified in this section includes the development and enforcement of a safety and accident prevention program.

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

NOTE: EM 385-1-1 and its changes are available at  
<http://www.hq.usace.army.mil/soh/em385/current/current38511.htm>. The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

U.S. ARMY CORPS OF ENGINEERS (PHILADELPHIA DISTRICT)

Liberty from Accidents Program (1996) Philadelphia District Awards  
Program

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-01 Preconstruction Submittals

Qualifications; G,DO.

Name and qualifications of the Contractor's proposed safety representative.

Accident Prevention Plan; G,DO.

An accident prevention plan, prepared by the prime Contractor for the specific work, describing in detail how the contractor will implement the pertinent requirements of EM 385-1-1 shall be submitted for approval prior to the start of work. A suggested format for the accident prevention plan is included in EM 385-1-1, Appendix A. The plan shall be prepared for all

sites and shall include, but is not limited to, the topic areas listed in Appendix A therein and the requirements of the Paragraph entitled: SAFETY AND HEALTH PROVISIONS. Each topic shall be developed in a concise manner to include management and operational aspects.

The Contractor shall comply with the provisions of EM 385-1-1. If the Contractor is a currently accepted participant in the Dredging Contractors of America(DCA)/United States Army Corps of Engineers(USACE) Dredging Safety Management Program(DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the Dredge(s) to be used to perform the work required under this contract, the Contractor shall, in lieu of the submission of an Accident Prevention Plan(APP),

- (1) make available for review, upon request, the Contractor's current Safety Management System(SMS) documentation,
- (2) submit to the Contracting Officer the current valid Company Certificate for its SMS,
- (3) submit the current dredge(s) Certificate of Compliance based on third party audit, and
- (4) submit for review and acceptance, site-specific addenda to the SMS as specified in the solicitation.

#### SD-07 Certificates

##### Activity Phase Hazard Analysis Plan; G,DO.

Prior to beginning each major phase of work, an activity hazard analysis (phase plan) shall be prepared by the Contractor for that phase of work and submitted for approval. The suggested format for the analysis is contained in Figure 1-1 of EM 385-1-1. A phase is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform work. The analysis shall address the hazards for each activity performed in the phase and shall present the procedures and safeguards necessary to eliminate the hazards or reduce the risk to an acceptable level.

##### Safety Meeting Reports.

Outline reports of all weekly and monthly safety meeting shall be submitted.

##### Accident Reports.

A written report for all accidents, utilizing ENG FORM 3394, shall be submitted within 24 hours following such accidents.

##### OSHA 300 Log.

Contractor's OSHA 300 Log of Injuries shall be submitted monthly.

##### Floating Plant Inspection; G,DO.

A copy of the annual inspection of all plants, not subject to Coast Guard inspection, shall be submitted prior to start of work.

1.4 GENERAL

Worker safety is of paramount importance. The Contractor shall comply with the Contract Clause entitled: ACCIDENT PREVENTION, EM 385-1-1, the Philadelphia District's Liberty from Accidents Program, and all other requirements as specified herein.

1.5 SITE CONDITIONS

***The conditions at the work site require that a lifesaving skiff be immediately available when working over water. A properly trained operator shall be readily available during working hours. All safety equipment shall be in accordance with the requirements of EM 385-1-1 Chapter 5, Paragraph 05.I.04.***

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SAFETY PROGRAM

EM 385-1-1 and all subsequent revisions referred to in the Contract Clause entitled: ACCIDENT PREVENTION of this contract, are hereby supplemented as follows:

a. The Contractor shall designate an employee to be the safety representative who shall be responsible for safety matters and accident prevention activities. [This safety representative shall have no other responsibilities.] Such duties shall include: (1) assuring applicable safety requirements are incorporated in work methods and (2) inspecting the work to ensure that daily safety measures and instructions are implemented and documented. The proposed safety representative's name and qualifications shall be submitted in writing for approval by the Contracting Officer. This individual shall have prior experience as a safety representative or be able to demonstrate familiarity and understanding of the safety requirements over a prescribed trial period. The safety representative shall have the authority to act on behalf of the Contractor's general management to take whatever action is necessary to assure compliance with safety requirements. The safety representative is required to be on the site when work, of any kind, is being performed, unless otherwise approved by the COR.

b. Prior to commencement of any work at the job site, a preconstruction safety meeting will be held between the Contractor's safety representative and the Contracting Officer to discuss the Contractor's safety program and to review the Accident Prevention Plan and Activity Phase Hazard Analysis Plan for the first phase of work.

c. Subsequent jobsite safety meetings shall be held as follows:

(1) A safety meeting shall be held at least once a month and shall be documented by the safety representative with subject and attendees. The safety meeting shall be for the purpose of having all supervisors on the project review past activities, to plan ahead for new or changed operations and to establish safe working procedures to anticipated hazards. An outline report of each monthly meeting shall be submitted to the Contracting Officer.

(2) At least one safety meeting shall be conducted weekly, or

whenever new crews begin work, by the appropriate field supervisors or foremen for all workers. An outline report of the meeting giving date, time, attendance, subjects discussed and who conducted the meeting shall be prepared and furnished to the Contracting Officer.

### 3.2 PHILADELPHIA DISTRICT LIBERTY FROM ACCIDENTS PROGRAM

The Philadelphia District Liberty from Accidents Program is hereby incorporated as part of these specifications. The Liberty from Accidents Program rewards Contractors who exceed safety standards. The program provides local and District-wide awards on a quarterly and annual basis.

a. The Contractor will be evaluated for awards and the final performance evaluation in safety on the frequency rate for the project. The frequency rate is calculated by the following equation:  $\text{frequency} = (\text{number of lost time accidents} \times 200,000) \text{ divided by the number of man-hours for the project.}$  The Contractor shall have a proactive safety plan as outlined in the Liberty from Accidents Program.

b. The Contractor evaluation procedure for the safety category shall be as follows:

RATING	CONTRACTOR FREQUENCY RATE
Outstanding	Less than or equal to 0.25.
Above Average	Greater than 0.25 but less than or equal to 0.75.
Satisfactory	Greater than 0.75 but less than or equal to 0.84.
Marginal	Greater than 0.84 but less than or equal to 1.95.
Unsatisfactory	Greater than 1.95.

Extenuating circumstances will be considered to change the safety rating in limited situations.

### 3.3 ACCIDENTS

Chargeable lost time accidents are to be investigated by both the Contractor and the Contracting Officer.

#### 3.3.1 Accident Reporting

EM 385-1-1 and the Contract Clause entitled: ACCIDENT PREVENTION are supplemented as follows: The prime Contractor shall report on ENG FORM 3394, provided by the Contracting Officer's Representative, all injuries to employees or to subcontractor employee, and all damage to property and/or equipment. Verbal notification of such accidents shall be made to the Contracting Officer within 8 hours of occurrence. A written report utilizing ENG FORM 3394 shall be submitted to the Contracting Officer within 24 hours following such accidents. The report shall include the following:

a. A description of the circumstances leading up to the accident, the cause of the accident, and corrective measures taken to prevent recurrence.

b. A description of the injury and name and location of the medical facility rendering examination and treatment.

c. A statement as to whether or not the employee was permitted to return to work after examination and treatment by the medical facility, and if not, an estimate or statement of the number of days lost from work. If there have been days lost from work, the employee must be re-examined and declared fit to resume work as of the date of the report.

### 3.4 OSHA REQUIREMENTS

#### 3.4.1 OSHA 300 Log

A copy of the Contractor's OSHA 300 Log of Injuries shall be submitted in accordance with the Paragraph entitled: SUBMITTALS.

#### 3.4.2 OSHA Inspections

The Contractor shall immediately notify the Contracting Officer when an OSHA Compliance Official (Federal or State representative) presents credentials and informs the Contractor that the workplace will be inspected for OSHA compliance. The Contractor shall also notify the Contracting Officer upon determination that an exit interview will take place upon completion of the OSHA inspection.

### 3.5 MEASUREMENT AND PAYMENT

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

-- End of Section --

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SECTION 02325

DREDGING

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT PRICE

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

1.2 REFERENCES

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

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)

AWPA C2 (2002; Rev. 2003) Lumber, Timbers, Bridge  
Ties and Mine Ties - Preservative  
Treatment by Pressure Processes

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (Nov. 2003) Safety and Health Requirements  
Manual

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

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

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

U.S. DEPARTMENT OF COMMERCE (DOC)

DOC PS 20 (1999) American Softwood Lumber Standard

U.S. GENERAL SERVICE ADMINISTRATION (GSA)

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

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PennDOT)

PennDOT Specifications (1994 Edition) Publication 408

Specifications

SOUTHERN PINE INSPECTION BUREAU (SPIB)

SPIB-1003

(2002; Standard Grading rules for Souther  
Pine Lumber

1.3 ORDER OF WORK AND DREDGING RESTRICTIONS

Unless otherwise directed by the Contracting Officer, the dredging work shall commence at the Delaware River end of the work area and proceed inward to the north work limit of the Acceptance Section. ***Dredging of material under this contract from Station 0+000 to Station 0+800 shall only be performed by hydraulic pipeline dredge.*** Dredging of material to be placed in upland disposal areas shall only be performed from 1 August through 15 February.

1.4 CHARACTER OF MATERIALS

a. The material to be removed, to restore the depth to within the limits called for in the specifications and contract drawings, is that composing the shoaling which has occurred since the channel was last dredged as noted in the Special Clauses. The character of the material is believed to be as indicated by the results of Government-conducted sampling. Abstract of bottom samples are included as Section 00855 ABSTRACT OF BOTTOM SAMPLES. The materials consist mainly of ***mud, sand and shells***. Samples of material are available for inspection at the Fort Mifflin Project Office, Fort Mifflin, PA, (adjacent to the Philadelphia Airport).

b. It is the Government's position that sufficient information has been provided in this contract package to enable the Contractor to establish the type and quantity of material to be removed. However, prior to bidding, the Contractor may, at his discretion and expense, conduct additional investigation to further determine conditions at the site.

1.5 SITE CONDITIONS

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

1.6 FUEL OIL HANDLING

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

1.7 DIFFERENTIAL GLOBAL POSITIONING SYSTEM(DGPS) EQUIPMENT

The Contractor must have a differential GPS, in accordance with the Project Classification Requirements as outlined in EM 1110-2-1003, dated 1 January 2002, as defined in the U.S. Army Corps of Engineers Hydrographic Survey Manual. The Contractor shall provide real time positioning on a computer

screen during dredging, and have the capability of playback in 15 minute intervals. The position must be recorded on a disk every 15 minutes and submitted to the Contracting Officer on a daily basis. ***The DGPS shall indicate the position of the dredge.***

#### 1.8 SUBMITTALS

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

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

##### SD-01 Preconstruction Submittals

Upland Disposal Area Plan; G,COR.

The Contractor shall submit to the Contracting Officer for approval at or before the pre-dredging coordination meeting, its plan for usage or modification of the Government-furnished upland disposal area and the development of any Contractor-furnished upland disposal areas. This plan shall show the areas or portions thereof to be used, the locations and cross-sections of proposed dikes, the locations of sluices and drainage structures, and the manner in which the dredged material will be distributed in the disposal areas.

##### SD-03 Product Data

Vessel and Equipment List; G,COR.

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

##### SD-06 Test Reports

Daily Report of Operations; G,COR.

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

DGPS Positioning

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

#### Disposal Area Effluent Measurements

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

#### SD-07 Certificates

Timber-Flash Boards; G,COR.

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

### 1.9 GOVERNMENT PLANT

Government plant may perform dredging or use disposal sites in any Delaware River assignment area during the time of this contract.

## PART 2 PRODUCTS

### 2.1 TIMBER FLASH-BOARDS

All lumber for flash-boards shall be Southern Yellow Pine, dense structural grade, and shall conform to the SPIB-01 and the applicable requirements of FS MM-L-751. Flash-boards shall be surfaced four sides and the dress size shall conform to DOC PS 20. Flash-boards shall be pressure-preservative treated with chromated copper arsenate (water-borne solution) in accordance with AWPA C2 to have a minimum net retention of solid preservative of 2.5 pounds per cubic foot. Flash-boards shall be 4 inch nominal thickness.

## PART 3 EXECUTION

### 3.1 DISPOSAL OF EXCAVATED MATERIAL

#### 3.1.1 General

The material excavated from Station 0+000 to Station 0+800 shall be transported, deposited, confined and graded to drain as specified within the Government-furnished upland disposal area Money Island as shown on the contract drawings, or within upland disposal areas furnished by the Contractor and approved by the Contracting Officer.

#### 3.1.2 Misplaced Material

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

#### 3.1.3 Government Quality Control Monitor

The Government may place a Government monitor aboard the Contractor's dredge or supporting vessels to monitor quality control conditions during dredging and disposal operations.

### 3.1.4 Hydraulic Dredging

Material excavated by hydraulic pipeline dredging shall be transported by pipeline to final position in the approved upland disposal area without the use of rehandling basins or placing in scows or other similar vessels. All pipelines shall be kept in good condition at all times, and any leaks or breaks along their length shall be promptly repaired. All materials and water that leak from any pipeline on or around access roads, shall be cleared, removed and placed within the limits of the disposal areas by a means which will preclude any loss of material to the river prior to deposition in the upland disposal areas.

### 3.1.5 Hopper Dredging

Hopper dredging will not be permitted under this contract.

### 3.1.6 Bucket Dredging

Bucket dredging will not be permitted under this contract.

## 3.2 CONTRACTOR-FURNISHED DISPOSAL AREAS

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

## 3.3 DEVELOPMENT AND OPERATION OF UPLAND DISPOSAL AREAS

### 3.3.1 General

Prior to the use or modification of the Government-furnished disposal area or construction for development of any Contractor-furnished disposal areas, the Contractor shall submit the disposal area plan specified in the Paragraph entitled: "SUBMITTALS" to the Contracting Officer for approval. The Contractor shall also be responsible for the maintenance and repair of all Government-owned land, roads, and facilities used by him under the contract. The Contractor shall conduct his work in accordance with the approved disposal operations plan; however, approval of the plan by the Contracting Officer does not in any manner relieve the Contractor of his responsibility for the adequacy of the design and construction of the structures and drainage facilities required.

THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO ENSURE THAT THE CONDITION OF THE DISPOSAL AREA, NAMELY THE DIKE, DOES NOT DETERIORATE OR BECOME DAMAGED DUE TO THE PUMPING OF DREDGED MATERIAL INTO THE SITE. EVERY PRECAUTION SHALL BE TAKEN TO MEET ALL OF THE REQUIREMENTS OUTLINED IN THIS SPECIFICATION IN ORDER TO MAINTAIN THE INTEGRITY OF THE DISPOSAL AREA.

### 3.3.2 Construction and Maintenance

#### 3.3.2.1 Government-Furnished Upland Disposal Area:

a. If the Contractor elects to use the disposal area shown on the contract drawings, he may use the existing retaining dikes, sluices and drainage structures and shall make all repairs, strengthening, extensions and modifications to such facilities as are necessary for confining the excavated material and for controlling disposal area effluent until acceptance of all work under the contract. The Contractor shall be

permitted, in the Government-furnished disposal area, to construct any other structures or use any means necessary to control the dredge effluent as required to meet these specifications. Any work done in the disposal area by the Contractor must be approved by the Contracting Officer.

b. The Contractor shall be responsible for the maintenance, repair and stability of all dikes, roads and structures used by him under the contract, and shall inspect the dikes on a daily basis to assure their safety and stability. The Contractor shall restore all dikes, roads, and areas he disturbs throughout his operations to a satisfactory condition as approved by the Contracting Officer, at no additional cost to the Government. The Government will have the right to regulate the use of the disposal area throughout the contract. Any existing inclinometers, piezometers and wells within the disposal area limits shall not be disturbed. Any **control points** disturbed by the Contractor will be replaced by the Government at the Contractor's expense.

c. Contractor-furnished pipelines shall enter the Government-furnished disposal area only within the limits shown on the contract drawings. The Contracting Officer reserves the right to have the pipelines extend beyond the discharge limits as shown on the contract drawings or to a specific location within the disposal area, if required, for efficient management of the disposal area, at no additional cost to the Government. The end of the discharge pipe shall be located inside the disposal area within the discharge limits, and extend to the end of the existing finger dike. This length of pipe inside the disposal area shall be sufficiently and safely supported along the entire length of the finger dike, as approved by the Contracting Officer. The Government reserves the right to make the Government-furnished disposal area available for use by others when not in use as part of any work assignment under this contract. The Contractor shall obtain written permission from the Contracting Officer prior to entering on or utilizing any property owned or leased by the Government other than the diked disposal area.

d. A crushed aggregate ramp shall be constructed as shown on the contract drawings to protect the discharge pipe where it crosses the existing gravel access road. The crushed aggregate shall conform to Section 703 of PennDOT Specifications, PennDOT Type 2A. The crushed aggregate shall be compacted around the discharge pipe and the access ramp shall be constructed to the width of the gravel access road.

***e. The Money Island Disposal Area is owned by Waste Management and provided to the Corps of Engineers under lease agreement by the Commonwealth of Pennsylvania under the terms of local cooperation agreement of the Delaware River, Philadelphia to Trenton project. Currently, this site is being mined by leased equipment hired by Waste Management to support daily landfill capping needs. Mining operations will continue to actual issuance of Notice to Proceed. An average minimum freeboard of six feet will be provided along the interior dike line. In addition, the final excavation and grading work in the vicinity of the northern end of the disposal area baffle dike will result in conditions favorable to proper flow to the sluiceway. As of 10 August 2004, sufficient capacity exists within the disposal area to successfully contain the dredging work planned under this advertisement.***

3.3.2.2 Special Requirements for the Government-Furnished Disposal Areas:

Borrow for diking material may be obtained from within the disposal areas but not closer than 30 feet from the inside toe of the dike sections. Wetting or drying of borrow material shall be performed as required to

obtain optimum practical moisture content. Borrow material and the ground surface upon which it is to be placed shall be free of all debris, timber and accumulations of vegetation. Dike material shall be placed in approximately equal layers not exceeding 12 inches in loose thickness and shall be compacted by the controlled traffic of spreading and/or hauling equipment over each layer. The borrowing of material from the area outside the existing perimeter dikes will not be permitted. The Contractor shall provide all impervious material required for mitigation of seepage problems during disposal operations from an approved off-site source if suitable material is unavailable from within the disposal area. Agreements with the owners of the disposal area indicated on the contract drawings are on file and may be examined at the Philadelphia District Office, Wanamaker Building, 100 Penn Square East, Philadelphia, PA. In addition to the requirements indicated herein, the Contractor shall deposit the excavated material in accordance with the requirements of said agreements.

### 3.3.2.3 Contractor-Furnished Disposal Areas

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

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

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

b. Pipe type sluices will not be permitted through exterior dikes, and at no time will the dredge pipe be permitted to enter the disposal area through an exterior dike. The hydraulic placing of perimeter dikes will not be permitted.

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

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

e. Prior to pumping material into the disposal areas, the Contractor shall weld 1-inch diameter steel rings to the underside of the upper cross members on each end of all sluices. The Contractor shall attach a 3/8-inch

steel cable to these rings which will run the length of each sluice. The cables shall be used to attach full body safety harnesses for employees working on the sluices.

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

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

h. The Contractor shall perform routine inspections of the dike at least twice a day during dredging operations. Inspections shall be conducted along the entire perimeter of the disposal area and be concentrated on evaluating the condition of the dike to ensure its integrity. If any signs of distress are noted during any inspection, pumping of dredged material must stop immediately and the Contractor shall notify the appropriate Corps personnel. Typical signs of distress may include excessive seepage, fissures and slope failure.

#### 3.3.2.5 Modification of the Government-Furnished Disposal Area

The Government may perform modifications to its disposal area during periods when they are not being used for the work assignments. The Government-constructed embankments will enclose sufficient volume for retention of the pumped discharge for the production rates specified elsewhere in these specifications.

### 3.4 CONTROL OF DISPOSAL AREA EFFLUENT IN UPLAND DISPOSAL AREAS

#### 3.4.1 General

The Contractor shall monitor disposal area conditions to preclude excessive ponding as described in the Paragraph entitled: "Additional Requirements for Government-Furnished and Contractor-Furnished Disposal Areas", and also to maintain effluent quality as prescribed below. Sluice height shall be reviewed by the Contractor on a continuing basis to insure that the optimum height needed to satisfy both of these requirements is employed at all times. The Contractor shall be required to raise the elevation of the crest of the sluice or to stop pumping into the disposal area and permit the fill to settle whenever the density of the samples of the mixture of suspended material and water discharged at the sluice is greater than 8 grams/liter. Samples for density determination shall be taken, tested, and recorded by the Contractor. Samples at the sluice shall be taken as often as required and at least twice daily at times when the flow is at maximum rate and after the dredge has been operating continuously for not less than the time required for solids in suspension to flow from the discharge pipe to the sluice. The minimum frequency of sampling at the sluice shall be increased when effluent density increases or nears the maximum specified. The PH of the discharge shall be maintained at 6 to 9 standard units at all times. Sampling shall be done once per week or once per discharge, whichever is more frequent, using a grab sample. The Contracting Officer may require the Contractor to increase the frequency of sampling if he deems it necessary. All density determinations, including times of sampling, shall

be recorded on the Daily Report of Operations forms required in the Paragraph entitled: "CONTRACTOR QUALITY CONTROL", of this section.

#### 3.4.1.1 Effluent Density

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

a. Hydrometer Method: When the hydrometer method is used for density determination, the following hydrometer model shall be used, or equivalent: ASTM E 100, Hydrometer No. 152H-62, -5 to 60 g/l, manufactured by Chase Instrument Company, model 343650. The hydrometer shall be used as specified by the manufacturer and as specified herein. This hydrometer reads density directly in g/l.

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

#### 3.4.1.2 Records

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

#### 3.4.2 Timber Flash-Boards

The Contractor shall provide, prior to commencement of pumping, a sufficient number of flash-boards for the sluice as required for the retention of dredged material under this contract and shall assure that the entire sluice length is effective. Strong solution for brush treatment shall be available at the site and all cut surfaces shall be heavily brushed.

#### 3.4.3 Continuing Effluent Control

Upon completion and acceptance of a work assignment, the Contractor shall provide continuing, intermittent labor to assure that effluent control is continued beyond the completion of dredged discharge into the disposal area. Control, including the removal of flash-boards, shall be continued until water impoundment is reduced to that which existed prior to the commencement of disposal into this area. The time required for effluent control beyond completion and acceptance of the work assignment shall not be considered part of the completion time for the contract.

### 3.5 OVERDEPTH AND SIDE SLOPES

#### 3.5.1 Overdepth

To cover inaccuracies of the dredging process, material actually removed

from within the contract limits shown on the drawings to a depth of not more than 1 foot below the required depth, limited by a vertical plane through the required depth contour, will be estimated and paid for at the contract unit price for dredging.

### 3.5.2 Side and End Slopes

No side or end slopes are specified for this contract (box cut).

Along the edges indicated on the contract drawings, dredging shall be performed to a point extending 25 feet outside the basin edges, where shoaling occurs along the basin edge within the authorized contract limits (as determined by before-dredging surveys), unless otherwise determined or directed by the Contracting Officer.

### 3.5.3 Excessive Dredging

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

### 3.6 ESTIMATED QUANTITIES

The total estimated quantity of material necessary to be removed within the specified limits as shown on the contract drawings, exclusive of allowable overdepth, is **129,209** cubic yards measured in place. The maximum amount of allowable overdepth dredging, as shown on the contract drawings and specified herein, is estimated to be **23,918** cubic yards measured in place. As a basis for soliciting bids, the sum of the above amounts, **153,127** cubic yards, measured in place will be used. The following acceptance sections are specified for this contract:

Acceptance Section	Station to Station	Req'd Dredging (37 ft. Depth) (CY)	Allowable Overdepth (1') (CY)	Total Available (CY)
1	0+000 to 0+800	<b>129,209</b>	<b>23,918</b>	<b>153,127</b>

### 3.7 LIMIT OF DREDGING

#### 3.7.1 General

The areas to be dredged are within the contract limits as indicated on the contract drawings, and as specified in the Special Clause entitled: FINAL EXAMINATION AND ACCEPTANCE, and as defined by dredging prism indicated in the Paragraphs entitled: "OVERDEPTH AND SIDE SLOPES" and "MEASUREMENT AND PAYMENT", of this section.

#### 3.7.2 Quantity Acceptance

The Contractor is responsible for completing all dredging requirements for any one acceptance section prior to acceptance of the work by the Government. In any portion of an acceptance section, when the before dredging survey indicates dredging is required, the Contractor is

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

### 3.8 CONTRACTOR QUALITY CONTROL

The Contractor shall prepare and maintain Daily Report of Operations forms and the scow discharge reports, and shall furnish signed copies thereof with the Daily Quality Control records required in Section 01450 CONTRACTOR QUALITY CONTROL, to the Contracting Officer. Copies of the Daily Report of Operations forms to be used are attached at the end of this section. Further instructions on the preparation and submittal of the forms will be provided at the Pre-Dredging Coordination Meeting. These reports shall be faxed daily to the Philadelphia District Office.

### 3.9 MEASUREMENT AND PAYMENT

#### 3.9.1 Mobilization and Demobilization

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

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

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

a. Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations; i.e., transfer of dredge, attendant plant, and equipment to site; preparation of disposal area, including the sluice and drainage structures; and other incidentals in advance of the actual dredging operations.

b. Demobilization shall include general preparation for transfer of plant

to its home or standby base, removal of pipelines, cleanup of disposal area, and transfer of plant to its home or standby base.

### 3.9.2 Disposal Area Costs

All costs in connection with the development and cleanup of the disposal area, including the sluice and drainage structures, shall be included in the contract lump sum price for Bid Item No. 1 "Mobilization and Demobilization", as listed in the Bidding Schedule. Maintenance of the disposal area, and effluent control shall be included in the contract unit price for Bid Item No. 2, "Removal & Satisfactory Disposal of Material"

### 3.9.3 Deduction Associated With Contractor-Furnished Disposal Areas

The Contractor shall include as Item 3 of the bidding schedule, the deduction that will occur in the contract bid total should one or more Contractor-furnished disposal areas be used as specified herein. If no Contractor-furnished disposal area is proposed, then the item shall remain blank.

### 3.9.4 Dredging

The total amount of material removed and to be paid for under the contract, will be measured by the cubic yard in place. Measurement of the number of cubic yards in place will be made by computing the volume between the bottom surface shown by soundings of the last survey made before dredging and the bottom surface shown by the soundings of surveys made as soon as practicable after the work specified in each acceptance section has been completed. The volume for measurement will include the material within the limits described in the Paragraph entitled: "OVERDEPTH AND SIDE SLOPES", less any deductions that may be required for misplaced material described in the Paragraph entitled: "DISPOSAL OF EXCAVATED MATERIAL", of this section. The volume of material removed will be generated by using either the Average End Area Method or by the TIN (Triangulated Irregular Network) computation, as outlined in the Hydrographic Surveying Manual EM 1110-2-1003, dated 1 January 2002. All depths obtained from single beam surveys will be utilized for volume computation purposes. If multi-beam survey methodology is used, a 5-foot by 5-foot matrix using the sounding closest to cell center (shot depth) will be generated from the multi-beam data collected to perform the TIN computation. The corresponding plotted soundings and contours will be generated using a cell size for their matrix that is plot-scale dependent utilizing the sounding that is closest to cell center (shot depth) shifted to the center of the cell from the edited multi-beam data. The subsequent contour generated for the plotted soundings sheet is not to be used for either the calculation of square footage or volumes. If the material to be dredged in the contract is categorized to be hard bottom the matrix used for the volume computations will be reduced to 3 foot by 3 foot and an average of the soundings in the cell will be used. All raw survey data and data used for volume computations shall be available to the Contractor upon request. Payment for dredging will be made at the contract unit price for Bid Item No. 2, "Removal & Satisfactory Disposal of Material"

#### 3.9.4.1 Surveys for Acceptance

The Contractor shall notify the Government of his need for acceptance surveys at least three days in advance of the date for each survey (Saturdays, Sundays and holidays are excluded), and shall confirm his need by telephone between 0730 and 0800 hours on the day of each survey by

calling the Technical Support Branch, O & M Contracts Section at (Area Code 215) 656-6750. The Contractor shall schedule the before-dredging survey for an acceptance section within 2 weeks of the expected start date of dredging operations. Only one before-dredging survey will be provided for each acceptance section. The time for any redredging to remove shoals and for second and subsequent surveys in any acceptance section is the responsibility of the Contractor, and must be accomplished within the completion period established for the contract. The Contractor may accompany the survey party to determine whether he, at his own election, will perform redredging. The Contracting Officer will notify the Contractor if any redredging is required.

#### 3.9.4.2 Existing Conditions

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

#### 3.9.4.3 Hydrographic Survey Equipment

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

#### 3.9.4.4 Partial Payments

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

--End of Section--

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