

|   |   |  |                               |                          |
|---|---|--|-------------------------------|--------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO.<br>DACW51-03-B-0002-0001  | 2. TYPE OF SOLICITATION<br><input checked="" type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br>11-Dec-2002 | PAGE OF PAGES<br>1 OF 47 |
|   | <b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b> |  |                               |                          |

|                                     |   |                |
|-------------------------------------|---|----------------|
| 4. CONTRACT NO.<br>DACW51-03-C-0003 | 5. REQUISITION/PURCHASE REQUEST NO.<br>W16ROE-2343-0255 | 6. PROJECT NO. |
|-------------------------------------|---|----------------|

|  |                |   |
|--|----------------|---|
| 7. ISSUED BY<br>USA ENGINEER DISTRICT, NEW YORK<br>ATTN: CENAN-CT ROOM 1843<br>26 FEDERAL PLAZA (DACW51)<br>NEW YORK NY 10278-0090<br><br>TEL:<br><br>FAX: (212)264-3013 | CODE<br>DACW51 | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE<br><br><b>See Item 7</b><br><br>TEL:<br><br>FAX: |
|--|----------------|---|

|                          |                            |  |
|--------------------------|----------------------------|--|
| 9. FOR INFORMATION CALL: | A. NAME<br>JACQUELINE DALY | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i><br>212-264-9069 |
|--------------------------|----------------------------|--|

**SOLICITATION**

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

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

MAINTENANCE DREDGING OF SHARK RIVER CHANNEL, FEDERAL NAVIGATION PROJECT

This is to perform maintenance dredging at Shark River, New Jersey. The work consists of the removal and satisfactory disposal of approximately 30,879 cy of channel sediment except ledge rock lying above the planes of 18 ft., and 12ft., below mean low water with 2 ft. allowable overdepth. The dredging material will be palced on the beach at Avon by the Sea

This is Small Business Set Aside.

11. The Contractor shall begin performance within 5 calendar days and complete it within 25 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. *(See 01200 para. 1 \_\_\_\_\_.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
*(If "YES," indicate within how many calendar days after award in Item 12B.)*

YES  NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM *(hour)* local time 29 Nov 2002 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

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

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

**SOLICITATION, OFFER, AND AWARD (Continued)**

*(Construction, Alteration, or Repair)*

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*  
 GIBSON AND CUSHMAN DREDGING COMPANY, L.L  
 CHRISTOPHER C. KIRK  
 38 HOMAN AVENUE  
 BAY SHORE NY 11706

15. TELEPHONE NO. *(Include area code)*  
 631-665-0353

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*  
  
**See Item 14**

CODE  
0K4A2

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

| AMENDMENT NO. |  |  |  |  |  |  |  |  |  |  |
|---------------|--|--|--|--|--|--|--|--|--|--|
| DATE          |  |  |  |  |  |  |  |  |  |  |

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

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

**SEE SCHEDULE**

22. AMOUNT  
**\$857,032.00**

23. ACCOUNTING AND APPROPRIATION DATA  
**See Schedule**

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*

**ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
 10 U.S.C. 2304(c)       41 U.S.C. 253(c)

26. ADMINISTERED BY  
 OPS-SUPPORT-MGMT SUPPORT  
 26 FEDERAL PLAZA RM 1934  
 NEW YORK NY 10278

CODE  
 E3R0205

27. PAYMENT WILL BE MADE BY:      CODE  
 USACE FINANCE CENTER MILLINGTON - VISA  
 5722 INTEGRITY DRIVE  
 MILLINGTON TN 38054-5005

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

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

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*  
 ELLA D SNELL / CHIEF, CONTRACTING DIVISION

30B. SIGNATURE

30C. DATE

TEL: 212-264-0238      EMAIL: ella.d.snell@usace.army.mil  
 31B. UNITED STATES OF AMERICA  
 BY *Ellen D. Snell*

31C. AWARD DATE  
 11-Dec-2002

Section 00010 - Solicitation Contract Form

CONTINUED BLOCK #21 – ITEM ACCEPTED:

DACW51-03-C-0003, “Maintenance Dredging of Shark River Channel, Federal Navigation Project, hereby incorporates the following:

Issued Amendment #0001 dated 30 October 2002 respectively.

Confirmation Letter dated: December 10, 2002.

Wage Rate: General Decision Nr. NJ020006 dated October 4, 2002.

CONTRACT AMOUNT: **\$857,032.00** FUND OBLIGATE: **\$1,000.00** \*\*This is a Continuing Contract\*\*

| ITEM NO               | SUPPLIES/SERVICES   | QUANTITY | UNIT     | UNIT PRICE   | AMOUNT       |
|-----------------------|---|----------|----------|--------------|--------------|
| 0001                  | Mobilization and Demobilization<br>FFP<br>PURCHASE REQUEST NUMBER: W16ROE-2343-0255 | 1        | Lump Sum | \$610,000.00 | \$610,000.00 |
|                       |   |          |          |              | NET AMT      |
|                       |   |          |          |              | \$610,000.00 |
| ACRN AA Funded Amount |   |          |          |              | \$1,000.00   |

FOB: Destination

| ITEM NO       | SUPPLIES/SERVICES   | QUANTITY | UNIT       | UNIT PRICE | AMOUNT       |
|---------------|---|----------|------------|------------|--------------|
| 0002          | Dredging, Processing, Transportation<br>FFP<br>and Placement of Basic Work<br>of material except ledge rock lying above the plane of minus 12 feet and 18 feet<br>below mean low water plus a 2 foot allowable overdepth from the Federal<br>Navigation Channel as shown on the contract drawings, File No. 86, pages 1-6 and<br>placement of dredged material at Avon by the Sea beach | 30,879   | Cubic Yard | \$8.00     | \$247,032.00 |
|               |   |          |            |            | NET AMT      |
|               |   |          |            |            | \$247,032.00 |
| Funded Amount |   |          |            |            | \$0.00       |

FOB: Destination

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

|                |   |          |
|----------------|---|----------|
| 52.202-1 Alt I | Definitions (Dec 2001) --Alternate I  | MAY 2001 |
| 52.203-3       | Gratuities  | APR 1984 |
| 52.203-5       | Covenant Against Contingent Fees  | APR 1984 |
| 52.203-7       | Anti-Kickback Procedures  | JUL 1995 |
| 52.203-8       | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity    | JAN 1997 |
| 52.203-10      | Price Or Fee Adjustment For Illegal Or Improper Activity                            | JAN 1997 |
| 52.203-12      | Limitation On Payments To Influence Certain Federal Transactions                    | JUN 1997 |
| 52.204-2       | Security Requirements   | AUG 1996 |
| 52.204-2       | Security Requirements   | AUG 1996 |
| 52.204-4       | Printed or Copied Double-Sided on Recycled Paper                                    | AUG 2000 |
| 52.204-4       | Printed or Copied Double-Sided on Recycled Paper                                    | AUG 2000 |
| 52.207-3       | Right of First Refusal of Employment  | NOV 1991 |
| 52.208-8       | Helium Requirement Forecast And Required Sources For Helium                         | JUN 1997 |
| 52.208-8       | Helium Requirement Forecast And Required Sources For Helium                         | JUN 1997 |
| 52.211-15      | Defense Priority And Allocation Requirements  | SEP 1990 |
| 52.214-26      | Audit and Records--Sealed Bidding   | OCT 1997 |
| 52.214-27      | Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding | OCT 1997 |
| 52.214-28      | Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding                  | OCT 1997 |
| 52.214-29      | Order Of Precedence--Sealed Bidding   | JAN 1986 |
| 52.215-17      | Waiver of Facilities Capital Cost of Money  | OCT 1997 |
| 52.222-3       | Convict Labor   | AUG 1996 |
| 52.222-3       | Convict Labor   | AUG 1996 |
| 52.222-4       | Contract Work Hours and Safety Standards Act - Overtime Compensation                | SEP 2000 |
| 52.222-4       | Contract Work Hours and Safety Standards Act - Overtime Compensation                | SEP 2000 |
| 52.222-6       | Davis Bacon Act   | FEB 1995 |
| 52.222-7       | Withholding of Funds  | FEB 1988 |
| 52.222-8       | Payrolls and Basic Records  | FEB 1988 |
| 52.222-9       | Apprentices and Trainees  | FEB 1988 |
| 52.222-10      | Compliance with Copeland Act Requirements   | FEB 1988 |
| 52.222-11      | Subcontracts (Labor Standards)  | FEB 1988 |
| 52.222-12      | Contract Termination-Debarment  | FEB 1988 |
| 52.222-13      | Compliance with Davis -Bacon and Related Act Regulations.                           | FEB 1988 |
| 52.222-14      | Disputes Concerning Labor Standards   | FEB 1988 |
| 52.222-15      | Certification of Eligibility  | FEB 1988 |
| 52.222-16      | Approval of Wage Rates  | FEB 1988 |
| 52.222-26      | Equal Opportunity   | APR 2002 |
| 52.222-27      | Affirmative Action Compliance Requirements for Construction                         | FEB 1999 |
| 52.222-36      | Affirmative Action For Workers With Disabilities                                    | JUN 1998 |
| 52.223-3       | Hazardous Material Identification And Material Safety Data                          | JAN 1997 |
| 52.223-5       | Pollution Prevention and Right-to-Know Information                                  | APR 1998 |
| 52.223-6       | Drug Free Workplace   | MAY 2001 |

|              |   |          |
|--------------|---|----------|
| 52.223-10    | Waste Reduction Program   | AUG 2000 |
| 52.223-14    | Toxic Chemical Release Reporting  | OCT 2000 |
| 52.224-1     | Privacy Act Notification  | APR 1984 |
| 52.225-9     | Buy American Act--Construction Materials  | MAY 2002 |
| 52.227-1     | Authorization and Consent   | JUL 1995 |
| 52.227-12    | Patent Rights--Retention By The Contractor (Long Form)  | JAN 1997 |
| 52.228-2     | Additional Bond Security  | OCT 1997 |
| 52.228-5     | Insurance - Work On A Government Installation   | JAN 1997 |
| 52.228-5     | Insurance - Work On A Government Installation   | JAN 1997 |
| 52.228-11    | Pledges Of Assets   | FEB 1992 |
| 52.228-12    | Prospective Subcontractor Requests for Bonds  | OCT 1995 |
| 52.228-15    | Performance and Payment Bonds--Construction   | JUL 2000 |
| 52.229-1     | State and Local Taxes   | APR 1984 |
| 52.229-3     | Federal, State And Local Taxes  | JAN 1991 |
| 52.229-3     | Federal, State And Local Taxes  | JAN 1991 |
| 52.232-5     | Payments under Fixed-Price Construction Contracts   | MAY 1997 |
| 52.232-23    | Assignment Of Claims  | JAN 1986 |
| 52.232-27    | Prompt Payment for Construction Contracts   | FEB 2002 |
| 52.233-1     | Disputes  | JUL 2002 |
| 52.233-3     | Protest After Award   | AUG 1996 |
| 52.236-2     | Differing Site Conditions   | APR 1984 |
| 52.236-3     | Site Investigation and Conditions Affecting the Work  | APR 1984 |
| 52.236-5     | Material and Workmanship  | APR 1984 |
| 52.236-7     | Permits and Responsibilities  | NOV 1991 |
| 52.236-12    | Cleaning Up   | APR 1984 |
| 52.236-13    | Accident Prevention   | NOV 1991 |
| 52.236-15    | Schedules for Construction Contracts  | APR 1984 |
| 52.236-21    | Specifications and Drawings for Construction  | FEB 1997 |
| 52.236-26    | Preconstruction Conference  | FEB 1995 |
| 52.242-13    | Bankruptcy  | JUL 1995 |
| 52.242-14    | Suspension of Work  | APR 1984 |
| 52.243-4     | Changes   | AUG 1987 |
| 52.245-2     | Government Property (Fixed Price Contracts)   | DEC 1989 |
| 52.245-3     | Identification of Government-Furnished Property   | APR 1984 |
| 52.245-5     | Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)                | JAN 1986 |
| 52.246-12    | Inspection of Construction  | AUG 1996 |
| 52.246-21    | Warranty of Construction  | MAR 1994 |
| 52.247-34    | F.O.B. Destination  | NOV 1991 |
| 52.247-52    | Clearance and Documents Requirements-Shipments to DOD<br>Air or Water Terminal Transshipment Points | APR 1984 |
| 52.247-63    | Preference For U.S. Flag Air Carriers   | JAN 1997 |
| 52.249-10    | Default (Fixed-Price Construction)  | APR 1984 |
| 252.201-7000 | Contracting Officer's Representative  | DEC 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-<br>Contract-Related Felonies            | MAR 1999 |
| 252.203-7002 | Display Of DOD Hotline Poster   | DEC 1991 |
| 252.204-7000 | Disclosure Of Information   | DEC 1991 |
| 252.223-7004 | Drug Free Work Force  | SEP 1988 |
| 252.225-7031 | Secondary Arab Boycott Of Israel  | JUN 1992 |
| 252.227-7003 | Termination   | AUG 1984 |
| 252.249-7002 | Notification of Anticipated Program Termination or Reduction  | DEC 1996 |

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within five (5) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than twenty five (25). \* The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,390.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

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

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and

bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

#### 52.232-16 PROGRESS PAYMENTS (FEB 2002)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in subparagraph (a)(1)(i) above:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title. (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Undefined Contract Actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefined contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefined contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefined contract action as long as the contract action remains undefined. The amount of unliquidated progress payments for undefined contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefined contract action

or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30 day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(End of clause)

SECTION 00800

**SECTION 00800**  
**SPECIAL PROVISIONS**  
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**SECTION 00800****SPECIAL PROVISIONS****1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (1965 APRIL OCE)**

The Contractor will be required to commence work under this contract within **five (5)** calendar days after the date of receipt by him of the notice to proceed, to prosecute said work diligently and to complete the entire work ready for use not later than **twenty-five (25)** calendar days after the date of receipt by him of the notice to proceed. Should the total quantity of material to be paid for and actually removed under the contract exceed the limit established in the clause entitled "Variations in Estimated Quantities," additional time will be allowed at the rate of one (1) calendar day for each **3,000** cubic yards in excess of the established limit. The time stated for completion shall include final clean up. (EFARS 52.2/9110 (a))

The work is estimated to cost between \$100,000.00 and \$500,000.00. The estimated volume to be dredged is 30,879 cubic yards.

***THE CONTRACTOR IS REQUIRED TO COMPLY WITH THE FOLLOWING DREDGING/PLACEMENT RESTRICTIONS AND MONITORING REQUIREMENTS:***

*DREDGING/PLACEMENT RESTRICTIONS IMPOSED BY THE NEW JERSEY STATE WATER QUALITY CERTIFICATE - (SEE SECTION 00900, ATTACHMENT F).*

**2. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

The Contractor shall perform on the site, and with its own organization and equipment, 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 performance of the work, the Contractor requests a reduction and the Contracting Officer and/or his Representative determines that the reduction would be to the advantage of the Government. (FAR 52.236-01)

**3. SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR**

The Contractor shall furnish the Contracting Officer and/or his Representative, within **ten (10)** days after award, items of work he will perform with his own forces and the estimated cost of those items. The percentage of work that must be performed by the Contractor is stated in paragraph 00800-2, entitled: "PERFORMANCE OF WORK BY THE CONTRACTOR."

**4. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984)**

- a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,390.00** for each calendar day of delay until the work is completed or accepted.

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

**5. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (AUG 2000)**

- a. The Government will provide to the contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the contracting officer.
- b. The Contractor shall-
  - (1) Check all drawings furnished immediately upon receipt;
  - (2) Compare all drawings and verify the figures before laying out the work;
  - (3) Promptly notify the Contracting officer of any discrepancies;
  - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b).
  - (5) Reproduce and print contract drawings and specifications as needed.
- c. In general—
  - (1) Large-scale drawings shall govern small scale drawings; and
  - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- d. Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work. The contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- e. The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

| CONTRACT DRAWING                 | DESCRIPTION   | DATE           |
|----------------------------------|---|----------------|
| File Number 86<br>(Sheets 1 - 6) | Maintenance Dredging Shark River Channel,<br>New Jersey | September 2002 |
| 1                                | Index   | September 2002 |
| 2                                | General Location Map                                    | September 2002 |
| 3                                | Channel Coordinates and Cross Sections                  | September 2002 |
| 4                                | Condition Survey  | Mar-Apr 2002   |
| 5                                | Condition Survey  | Mar-Apr 2002   |
| 6                                | Placement Site  | September 2002 |

- f. The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer or Contracting Officer's Representative of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements unless dimensions are specified. Large-scale drawings shall in general govern over small-scale drawings. Information and data provided in contract specifications shall govern over similar information and data specified in contract drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have thereby been avoided (DOD FAR Suppl. 52.236-7002).

## 6. PHYSICAL CONDITIONS

The information and data furnished or referred to below are not intended as representations or warranties but are furnished for information only. It is expressly understood that the Government will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn thereof from by the Contractor.

- a. Weather Conditions. The site of the work is not exposed to severe wind and wave action and the Contractor's operations are not likely to be affected by ordinary storms.

(1) Fog. An examination of the records of the U.S. Weather Bureau at John F. Kennedy International Airport, New York, discloses an average of 31 days per year on which dense fog (visibility of 1/4 mile or less) occurs in the New York Harbor area. The maximum number of days in which dense fog occurred in any year was 45 in 1959. The maximum number of days in which dense fog occurred in any month was 4 days in June.

(2) Winds. Wind conditions in the New York Harbor areas, based on the records of the U.S. Weather Bureau at John F. Kennedy International Airport, New York are given below:

| Month | Average<br>Wind<br>Velocity<br>(MPH) | Maximum<br>3 Hour Wind<br>Velocity<br>(MPH) | Maximum Consecutive<br>Hours in Which Wind<br>Velocity Exceeded |        |
|-------|--------------------------------------|---|---|--------|
|       |                                      |   | 30 MPH  | 35 MPH |
| Jan.  | 13                                   | 52  | 9   | 3      |
| Feb.  | 14                                   | 41  | 18  | 6      |
| Mar.  | 14                                   | 40  | 12  | 6      |
| Apr.  | 13                                   | 44  | 6   | 6      |
| May   | 12                                   | 35  | 3   | 0      |
| June  | 11                                   | 29  | 0   | 0      |
| July  | 11                                   | 28  | 0   | 0      |
| Aug.  | 10                                   | 31  | 0   | 0      |
| Sep.  | 11                                   | 31  | 3   | 0      |
| Oct.  | 11                                   | 37  | 3   | 3      |
| Nov.  | 12                                   | 40  | 12  | 6      |
| Dec.  | 13                                   | 44  | 18  | 15     |

Weather conditions exceeding in severity the fog conditions described above or average wind speeds over 35 knots per hour will be considered unusually severe weather if delays are caused thereby to operations under the contract.

b. ICE. Icing within the project vicinity during the contract period is not anticipated. However, in the event that icing does occur, this will be considered to be unusually severe weather.

c. TIDES. The mean range of tide at Shark River inlet at the Ocean Avenue Bridge is 4.5 feet and the mean range of spring tides is 5.4 feet. Irregular fluctuations due to wind and atmospheric pressure have varied from 12.4 feet above mean low water to 2.6 feet below mean low water.

Current meter observations taken in 1937 and 1938 during periods of spring tides at the ocean Avenue, Route 71, New York & Long Branch R.R. and Route 35 Bridges, recorded maximum instantaneous velocities of 5.15, 3.17, 2.04 and 2.04 knots respectively.

d. CHANNEL TRAFFIC AND TRANSPORTATION FACILITIES. Vessel traffic in Shark River consists principally of commercial fishing boats, charter boats, pleasure cruisers and other shallow draft vessels. It is believed that this traffic will not seriously interfere with the contractor's operation.

e. BRIDGE AND UTILITY CROSSINGS. A search of the regulatory files within New York District, Corps of Engineers disclosed the existence of the following submarine pipelines and/or structures:

| ITEM NO. | PERMIT NO.       | DESCRIPTION  |
|----------|------------------|--|
| 1        | 3751             | Submarine communication cable lying on natural bottom, crossing the northern corner of the anchorage area (by Route 71) and the channel approximately 720 feet west of the Ocean Avenue Bridge. Permit No.3751 issued to the U.S. Coast Guard. |
| 2        | 9163             | One 12-inch gas pipeline in a trench, approximately 15 feet below mean low water, east of the Route 71 Bridge. Permit No.9163 issued to N.J. Natural Gas Company.  |
| 3        | 6949<br>8360     | Six armored telephone cables lying on natural bottom, west of the Route 71 Bridge. Permit Nos. 6949 and 8360 issued to N.J. Bell Telephone company.  |
| 4        | 1754             | One 10-inch cast iron water main lying in a trench 19 feet below mean low water, east of the New York & Long Branch R.R. Bridge. Permit No.1754 issued to the borough of Belmar (abandoned in place).  |
| 5        | 1433             | Seven submarine power cables lying in a trench 14 feet below mean low water, east of the railroad bridge. Permit No.1433 issued to New York & Long Branch Railroad (CONRAIL).  |
| 6        | 1443<br>2868     | Two armored submarine telephone cables lying on natural bottom, east of railroad bridge. Permit No. 1443 issued to Western Union Company and Permit No. 2868 issued to the U.S. Coast Guard.   |
| 7        | 4604<br>6849     | Two armored submarine power cables in a trench 2 feet below natural bottom, west of the Route 35 Bridge. permit Nos. 4604 and 6849 issued to Jersey central Power & Light company.   |
| 8        | 1300-00-0002.1-2 | Fiber optic telecommunication cable of 6 conduits (4-inch diameter each); starting from a manhole at the north edge of Lakeside Avenue and 100 ft westward from Ocean Ave, the cable continues eastward across the Ocean.                      |

**The Contractor shall take all necessary precautions to prevent damage to these structures and shall not perform dredging closer than 10 feet to the 12-inch gas pipeline. The Contractor is required to coordinate with the owners, if such action is necessary, to mark the structures or move the cables in order to avoid interference with dredging operations**

The following is a tabulation of bridges crossing the Shark River between the mouth and the upper limit of work under these specifications:

| <u>Bridges</u> | <u>Type</u>    | <u>Horizontal Clearance</u> | <u>Vertical clearance in Closed Position Above MHW</u> |
|----------------|----------------|-----------------------------|--|
| Ocean Avenue   | Double Bascule | 90'                         | 15'  |
| Route 71       | Bascule        | 50'                         | 13'  |
| CONRAIL        | Bascule        | 50'                         | 8'   |
| Route 35       | Bascule        | 50'                         | 8'   |

See Nautical Chart 12324

The contractor shall exercise the utmost caution when dredging in the vicinity of any bridge, pier, abutment, bulkhead or jetty to prevent the collapse, undermining or damage to these structures. In no case shall the contractor moor any plant to or tie any line, cable, chain or anchor line around any part of a jetty structure, bridge, pier, abutment or bulkhead connected therewith.

- f. OBSTRUCTION OF CHANNEL. The Government will not undertake to keep the area 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 Rivers and Harbors Act in such manner as to obstruct navigation as little as possible, and in case the contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the 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 aids to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the appropriate Coast Guard Office, with a copy to the Contracting Officer and/or his Representative, not less than 15 days prior to the need for movement. The Contractor shall notify the appropriate Coast Guard Office of the approximate time of completion of dredging.
- h. LOCATION. The site of work to be performed under these specifications is the Shark River Federal Navigation Project. Shark River is a tributary of the Atlantic Ocean located about 20 miles south of Sandy Hook and 40 miles by water from the Battery, New York City, New York in the center of the northern New Jersey seashore resort area between the Boroughs of Avon-by-the-Sea, Belmar and the Township of Neptune. The entire project provides for a channel 18 feet deep at mean low water and 150 feet wide, across the bar at the entrance to the inlet; thence 12 feet deep and generally 100 feet wide through the Main and South Channels to the Route 35 bridge; thence 8 feet deep and 100 feet wide to the upper limit of the Belmar Municipal Boat Basin, with additional depths and widths where necessary and practicable to produce

satisfactory current velocities at the bridges. The total length of the project is approximately 1.7 miles, including the 12 foot deep, 7.3-acre anchorage area immediately east of the Route 71 bridge. Dredging will only be performed in a portion of the project as shown on the contract drawings.

- i. **LAYING OF SUBMERGED PIPELINES AND OBSTRUCTIONS OF CHANNEL.** Should it become necessary in the performance of this contract to close a channel to lay submerged pipeline across a navigable channel, the Contractor shall notify the Contracting Officer or Contracting Officer's Representative in writing to be received in the District office at least ten working days prior to the desired closure date. This notification shall furnish the following:
- 1) Location (Channel Centerline Stationing) and depth (above 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 for installation of the pipeline;
  - 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.**

- a. **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 on VHF Channel 13 (156.65 MHz with low power output having a communication range of approximately ten (10) miles). The Federal Communication Commission has approved the frequency.

## **7. TIME EXTENSIONS**

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

**8. LAYOUT OF WORK (APRIL 1984)**

The Government will provide the basic horizontal control data (coordinated triangulation stations) in the area. The Contractor shall compute and establish in the field all range points required for the proper discharge of his functions. The Contractor shall be responsible for the accuracy of the range points and its computations. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, range markers, tide staffs and labor as may be required in laying out any part of the work. The Contractor will be held responsible for the execution of the work to such lines and grades as required or indicated by the Contracting Officer or his representative. It shall be the responsibility of the Contractor to maintain and preserve all established stakes, markers...etc. The Contractor may be required to suspend dredging at any time when for any reason the gauges or ranges cannot be seen or properly followed. (EFARS 52.2/9110(c))

**9. DATUM AND BENCH MARKS**

The plane of reference of mean low water as used in these specifications is that determined by the following benchmark and tide gauges:

**BENCH MARK: "NEPTUNE CITY"**

**ELEVATION: 18.78 FT. MSL**

**DESCRIPTION:** BM "NEPTUNE CITY" is a square cut on S. W. corner of concrete slab supporting 2 granite blocks with plaques dedicated to service men killed in the wars; the flag pole is also located on this slab. It is located at the intersection of Riverview & Myron Avenues in Neptune City.

**BENCH MARK: "SR 2"**

**ELEVATION: 7.136 FT. NGVD29**

| COORDINATES | NAD27       | NAD83      |
|-------------|-------------|------------|
| NORTH       | 493448.243  | 493169.072 |
| EAST        | 2179632.425 | 625293.244 |

**DESCRIPTION:** B.M. "SR 2" is set bronze disc on a 6" Bernstein aluminum rod, located at the west side of the entrance of the private waterway to the Yacht Basin. Three (3) PK nails are placed as ties at the top of the 12" piles of the bulkhead. The location of ties and the distance to the BM are as follows:

- 6<sup>th</sup> pile from the wooden bridge, distance 48.34' northwest.
- 13<sup>th</sup> pile from the wooden bridge, distance 12,31' west.
- 16<sup>th</sup> pile from the wooden bridge, distance 10.22' southeast.

**10. ESTIMATED QUANTITIES**

The total estimated quantities of material necessary to be removed from the specified limits to complete the work described in this specifications are computed from the volume computations of the condition survey performed in the project area in April 2002.

SECTION    GRADE (CHANNEL PLUS    2 FOOT OVERDEPTH (CHANNEL    SIDE  
SLOPES)    PLUS SIDE SLOPES)    PLUS SIDE SLOPES)    SLOPES)

**Section 1**            16,999 C.Y.            13,880 C.Y.  
**Channel (partial)**

**Section 2**            NOT IN CONTRACT            NOT IN CONTRACT

The total estimated contract quantity of material is 30,879 C.Y.

Distribution of volumes:

| CHANNEL SECTION | DEPTH                 | CHANNEL TO GRADE AND SIDE SLOPES CY | 2 FT OVERDEPTH CHANNEL AND SLOPE CY | TOTAL CY TO BE REMOVED | Area determined by points (see plans) |
|-----------------|-----------------------|-------------------------------------|-------------------------------------|------------------------|---------------------------------------|
| SECTION 1       | 18' CHANNEL           | 13,385                              | 7,110                               | 20,495                 | 1,2,42,43,44                          |
|                 | 12' CHANNEL (PARTIAL) | 3,614                               | 6,770                               | 10,384                 | 2,3,4,5,6,7,36,37,38,39,40, 41,42     |
|                 | 12' ANCHORAGE         | NOT IN CONTRACT                     | NOT IN CONTRACT                     | NOT IN CONTRACT        | NOT IN CONTRACT                       |
| SECTION 2       | 8' CHANNEL            | NOT IN CONTRACT                     | NOT IN CONTRACT                     | NOT IN CONTRACT        | NOT IN CONTRACT                       |
| TOTAL           |                       | 16,999                              | 13,880                              | 30,879                 |                                       |

**The Government will survey the project prior to starting work.**

Above estimated quantities were computed from the data shown on the contract drawings. The quantities that may be removed and paid for will be computed by the Triangulated Irregular Network (TIN) method or average end area method as indicated in Section 01200, paragraph entitled "Measurement and Payment."

**11. VARIATION IN ESTIMATED QUANTITIES - DREDGING (JAN 1985)**

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of material within the required dredging prism varies more than fifteen percent (15%) above or below the stated estimated quantity within the required dredging prism, an equitable adjustment in the contract unit price will be made upon the demand of either party. The equitable adjustment will be

based upon any increase or decrease in costs due solely to the variations above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. An adjustment in the contract unit price will also apply to that part of the actual quantity of allowable overdepth material above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. (EFARS 52.2/9110(1))

## **12. HEAD PROTECTION (HARD HATS)**

**THE ENTIRE WORK SITE UNDER THIS CONTRACT IS DESIGNATED AS A HARD HAT AREA.** The Contractor shall post the area in accordance with the requirements of paragraph 07.C.03, EM 325-1-1, and shall ensure that all prime and subcontractor personnel, vendors, and visitors utilize hard hats while within the project area. (DO 385-1-3 4 Nov. 77)

## **13. SIGNAL LIGHTS (FEB 1983)**

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no light 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 pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Commandant, U.S. Coast Guard with respect to vessels on the high seas (33 CAR 81 App. A-72 COLREGS, Part C), vessels in inland waters (33-CFR 93.18 - 93.31a), and vessels in western rivers (33 CFR 95.5.51 - 95.70)), as applicable. (DAEN-PRP Ind dtd. 12 Sep. 83)

## **14. REVERSE SIGNAL ALARM**

- a. All construction equipment, except light service trucks, panels, pickup trucks, station wagons, crawler-type cranes, power shovels and draglines, whether moving alone or in combination shall be equipped with reverse signal alarms. The alarm shall be mounted on the rear of the equipment and shall be protected or constructed as to withstand severe wear and tear, adverse weather and unfavorable environmental working conditions and shall be certified by the manufacturer to fully meet the following performance standards.
- b. The alarm shall produce a relatively pure tone which shall peak within the American National Stds. Inst. standard octave pass band of 600 to 2400 cycles per second and shall produce a 0.2 to 0.5 second audible warning within the initial three (3) feet of backward movement of the vehicle on which it is mounted and at regular intervals, not to exceed three (3) seconds throughout the backward movement. The alarm shall

automatically stop when backward movement ceases. The sound intensity of the alarm shall range from and not exceed 90-100 db (decibels) at a horizontal distance of five feet from the alarm.

- c. Actuation of the alarm shall be automatic by direct connections to any part of the equipment that moves or acts in a manner distinctive only to the rearward movement of the vehicle with no manual controls of any kind between the source of actuation and the alarm. Where application of this requirement to specific types of the equipment has impractical application, other means of actuation may be used upon written approval of the Contracting Officer and/or his Representative or his representative.
- d. The use of the alarm shall be in the addition to prescribed requirements for signalmen.

#### **15. FLOATING PIPELINES**

Floating pipelines, used as access ways, shall be equipped with walkways and guardrails. In accordance with EM 385-1-1, the walkway shall be securely anchored to the pipeline and a guardrail equivalent in strength to a wood rail 2 in. x 4 in. shall be provided on at least one side of the walkway and shall be secured to uprights at intervals of not more than 8 feet and of not less than 36 inches, nor more than 42 inches in height above the walkway. Floating pipelines not equipped with walkways shall be barricaded to positively prevent personal access.

#### **16. MISPLACED MATERIAL (JAN 1965)**

Should the Contractor during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer and/or his Representative may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer and/or his Representative or inspector, and when required shall mark or buoy such obstruction until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer and/or his Representative, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the Rivers and Harbors Act of March 3, 1899 (33 USC. 410 et seq.) (DOD FARS SUPPL. 52.236-7006).

**17. CONTINUITY OF WORK (APR 1965)**

No payment will be made for work done in any area designated by the Contracting Officer and/or his Representative 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 or Contracting Officer's Representative. 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 gauges or ranges cannot be seen or properly followed. (EFARS 52.2/9110(C))

**18. FINAL EXAMINATION AND ACCEPTANCE (APR. 1965)**

- a. As soon as practicable after the completion of the entire work 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 and/or his Representative. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor will be required to remove same by dredging at the contract rate for dredging or by other method approved by the contracting officer, 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 and/or his Representative. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be required 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 operations, this work 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 en route to or from the site or held, for the Contractor's convenience, at or near the site for these operations shall be \$1,850 except on Saturday, Sunday and Holidays when the rate shall be \$2,125.
- 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.
- c. The entire area within the contract limits will be surveyed for final examination and acceptance.

**19. SHOALING (APR 1965)**

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, re-dredging at the contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer and/or his Representative.

**20. INSPECTION (APR 1965)**

The presence of the inspector shall not relieve the Contractor of the 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 and/or his Representative 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 clause H-18, entitled: "Final Examination and Acceptance."
- b. To furnish, on the request of the Contracting Officer or the Contracting Officer's Representative or any inspector, suitable transportation from all points on shore designated by the Contracting Officer and/or his Representative to and from the various pieces of plant and to and from the placement area. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer or Contracting Officer Representative, and the cost thereof will be deducted from any amounts due or to become due to the Contractor.

**21. FIELD OFFICE (NOT REQUIRED)**

- a. The Contractor shall provide at the job site a separate 40-foot by 12-foot field office for the exclusive use by the Government representatives. The Contracting Officer or his representative will designate the desired location. The trailer shall be well constructed and properly ventilated and shall contain a closet and door, windows which shall be capable of being locked, one (1) desk and one (1) file cabinet which can be locked, two (2) chairs, telephone services, one (1) plan rack and drawing board with stool. The furniture may be of temporary nature. The Contractor shall also provide drinking water, electricity, heat, toilet facilities, and janitorial and maintenance services. The field office shall be removed from the project site when and as directed by the Contracting Officer.
- b. No separate payment will be made for providing the above accommodations and all costs in connection therewith will be considered the obligation of the Contractor.

**22. ACCOMMODATIONS FOR GOVERNMENT INSPECTORS**

The Contractor shall furnish regularly to Government inspectors onboard the dredge or other craft upon which they are employed a suitable separate room for an office. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer and/or his Representative; 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. In addition, the Contractor shall provide a suitable sleeping area for use by the Government inspector when weather or sea conditions preclude safe transfer to shore. 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 Contracting Officer and/or his Representative will secure the facilities referred to above, and the cost thereof will be deducted from payments to the Contractor.

**23. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (1985 JAN OCE)**

- a. Allowable costs for construction equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the contractor's accounting records. When both ownership and operating costs cannot be determined from the contractor's accounting records, equipment costs shall be based upon the applicable provision of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region I.

Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

- b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated leases are allowable. Costs for major repairs and overhaul are unallowable.
- c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the contractor grants to the contracting officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current. (EFARS 52.2/9108(f))

#### **24. FUEL USAGE**

The Contractor shall furnish the Contracting Officer and/or his Representative a report, to be received on or before the last day of the calendar month, listing the totals of fuels consumed by the dredging plant, supporting vessels, and other construction equipments. The report shall list the quantities of different fuels separately. The report shall cover the period from the 25th of the preceding month to the 25th of the current month.

#### **25. OIL TRANSFER OPERATIONS**

The Contractor shall assure that oil transfer operations to or from his plant comply with all Federal, state, municipal laws, codes and regulations (See attachment F of Section 00900 for regulation on "Oil and Hazardous Material Transfer Operations" - 33 CFR 156). Particular attention is invited to 33 CFR Subchapter O, Pollution. The Contractor shall incorporate in the accident prevention program (Section 01351 para 3), submitted in compliance with Section 00700, contract clause "ACCIDENT PREVENTION," sufficient information to demonstrate that all fuel transfers will be made in compliance with 33 CFR 156 and any other applicable laws, codes and regulations. (NAP-1/81)

**26. WAGE RATES**

The attached schedule of wage rates contains rates applicable to all work under this contract (see Section 00900, Attachment B).

**27. LABOR-ADDITIONAL REQUIREMENTS**

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879, Statement of Compliance, and attached to each weekly payroll.

**28. NOTICE TO MARINERS**

The Contractor shall, prior to commencement of work, notify the 3rd Coast Guard District, Aids to Navigation Officer, of his proposed operations including location and duration of operations and request that the information be published in the "Notice to Mariners." This notification must be in sufficient time so that it appears in the Notice at least **15 days** prior to the commencement of the dredging operation.

**29. 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 and/or his Representative, 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 this 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 and/or his Representative in the administration of this contract under the terms of Section I, contract clause entitled "SUSPENSION OF WORK." 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. (EFARS 52.2/9109 (j))

### **30. NOISE LEVEL CRITERIA**

Maximum sound pressure levels measured at the booster pumps, engine generators and vehicles including muffler and exhaust components, shall not exceed decibel values prescribed by Federal, State and local codes and regulations. The foregoing applies with the pumps under normal operating conditions at not less than 50% full rated load. Test will be performed at no additional cost to the Government by the Contractor, or the pump engine and generator manufacturer or by an approved testing agency having proven capability in noise measurements and using approved measurement equipment and acceptable measurement procedures. Test data will be submitted to the Contracting Officer for approval 5 days after the commencement of dredging operations. Should the sound pressure (noise) level test data indicate a need for sound reduction, the Contractor will provide necessary enclosures, baffles or any other appropriate means around booster pumps and engine generators including muffler and exhaust components, so as to attain noise levels which do not exceed those prescribed by aforementioned regulations. Details of the proposed enclosure or baffling arrangement shall be submitted to the Contracting Officer for approval. Such details will be accomplished by calculations, which indicate anticipated compliance of sound pressure (noise) levels with codes and regulations noted herein before. All this is especially enforceable where these booster and engine generators locations are in bathing areas.

### **31. CERF IMPLEMENTATION (83 JUN 1 OCE)**

If the work specified in this contract is performed by a hopper dredge(s), the owner must have an active Basic Ordering Agreement (BOA) for the hopper dredge(s) on file with the Corps of Engineers. The Contractor shall be obligated to make the hopper dredge(s) available to serve in the Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is performing work under this contract. When the Contracting Officer and/or his Representative is notified of the decision to activate the dredge(s) into the CERF, he shall take appropriate action to release the dredge(s). He may then extend or terminate the contract to implement whichever action is in the best interest of the Government. The CERF contract shall also be subject to the following condition:

- a. The Director of Civil Works may require the contractor to perform emergency dredging at another CONUS (48 contiguous states) site for a period of time equal to the remaining time under this contract at the date of notification plus up to ninety (90) days at the previously negotiated rate which appears on the schedule of prices in the BOA.
- b. The Chief of Engineers may require the contractor to perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site for a period of time equal to the time remaining under this contract

at the date of notification plus up to one hundred eighty (180) days at the negotiated rate which appears on the schedule of prices in the BOA.

- c. The CERF shall be activated by the Chief of Engineers or the Director of Civil Works; then the Ordering Contracting Officer and/or his Representative will notify the contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two (72) hours for CONUS or ten (10) days for OCONUS assignments.
- d. A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Ordering Contracting Officer and/or his Representative. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredges(s).
- e. If during the time period specified in a, b, or c, above, a CERF vessel(s) is still required, the contract performance may be continued for additional time by mutual agreement. (EFARS 52.2/9112)

### **32. THE SEAGOING BARGE ACT (46 USC 395 ET SEQ.)**

The Seagoing Barge Act applies to this project. In the event the low bidder contemplates using plant that requires U.S. Coast Guard certification to comply with this Act, the low bidder shall within five (5) calendar days after bid opening submit a copy of said certificate to the Contracting Officer and/or his Representative. Failure to produce the certificate within the required time shall subject the bidder to a determination of nonresponsibility.

### **33. PERFORMANCE EVALUATION OF CONTRACTOR (APR 1984)**

- 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 maintained as 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 FAR 36.201 (c). (DEAN-PRP Ltr dtd 30 Apr 84)

**34. PRICING OF ADJUSTMENTS (APR 1984)**

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation and the DOD FAR Supplement in effect on the date of this contract (DOD FAR SUPP 52.243.7001) costs shall be in accordance with Part 31 of the Federal Acquisition Regulation.

**35. PRECONSTRUCTION CONFERENCE**

A preconstruction conference will be arranged by the Contracting Officer and/or his Representative after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed (see Section 00900, Attachment G).

The contractor shall bring to this conference the following items in either completed or draft form:

- a. The Contractor's order of work for dredging and performing other work, including disposal area plan.
- b. Accident Prevention Plan (advance copies required, see Section 01351) including the Hazard Analyses as per Section 01351 para 4.
- c. Quality Control Plan (see Section 01451).
- d. Letter appointing Superintendent.
- e. List of subcontractors

**36. BID GUARANTEE**

- a. The offeror (bidder) shall furnish a separate bid bond, or United States bonds, Treasury notes or other public debt obligation of the United States, in the proper amount, by the time set for opening of bids. Failure to do so may be cause for rejection of the bid. The Contracting Officer and/or his Representative will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

- b. If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer and/or his Representative may terminate the contract for default.
- c. Unless otherwise specified in the bid, the bidder will (1) allow the number of days as indicated in paragraph 13D of Standard Form 1442 for acceptance of its bid and (2) give bond within 10 days after receipt of the forms by the bidder.
- d. In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid. The bid bond, or bonds or notes of the United States, is available to offset the difference.

### **37. QUANTITY SURVEYS**

- a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- b. The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the survey for any periods for which progress payments are requested and shall make the computations based on these surveys. These surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.
- c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer and/or his Representative, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer and/or his Representative. (FAR 52.236-16)
- d. Contractor's participation in surveys: In accordance with agency policy guidance, the preferred methods of performance of all hydrographic quantity surveys shall be (in descending order):
  - 1) The Government will perform quantity surveys by using qualified in-house crews, if available.
  - 2) The Government will provide quantity surveys by contracting directly with qualified independent hydrographic survey contractors.
  - 3) The Government will permit, only in exceptional circumstances, the use of dredging contractor's surveys if the Contracting Officer and/or his Representative determine that such surveys are adequate and reasonable for payment purposes.

If it is determined by the Contracting Officer that it is impractical for Government personnel to perform the original and final surveys and the Government wishes the Contractor's surveys to be used, the following will be required from the Contractor:

- A. Acceptance of all monumentation and transponder locations.
  - B. Witness by a Corps of Engineers representative of all calibration procedures such as vertical and horizontal control.
  - C. Corps of Engineers observation of raw data collection.
  - D. Submittal of both unedited as well as edited versions of survey maps.
  - E. Subsequent acceptance of edited survey map after determination by Corps survey personnel that editing was conducted in accordance with U.S. Army Corps of Engineers specifications and guidelines. (FAR 52.236-16 - ALTERNATE I, APR 1984)
- e. The Contractor is obligated to participate in all stages of data collection during the performance of Before and After Dredge Surveys. Any disagreements with the data collection process shall immediately be brought to the attention of the Contracting Officer or his representative who will determine the necessary corrective measures, if any. **Failure to be present during the survey data collection disqualifies the Contractor from any such related claims.**

### **38. SAFETY SIGN**

The Contractor shall construct a safety sign at a location directed by the Contracting Officer and/or his Representative. The sign shall be 6 feet by 4 feet and shall conform to the requirements as specified in Section 00900 J, Attachment G, Project Identification and Safety Signs. The Corps of Engineers castle logo (an 8.5" x 11" red decal) to be used on the sign will be Government furnished. The Contractor will be given this logo at the time of the preconstruction conference.

The decal shall receive a thin coat of clear spar varnish after application. The sign shall be erected as soon as possible and within 5 calendar days after the date of the receipt of the Notice to Proceed. The data required by the sign shall be corrected daily. No separate payment will be made for erecting and maintaining the safety sign and all costs in connection therewith will be considered the obligation of the contractor. Upon completion of the project, the Contractor shall remove the sign from the work site.

**39. PROJECT SIGN**

The Contractor shall furnish and erect a project sign at a location directed by the Contracting Officer or Contracting Officer's Representative. The project sign shall conform with all requirements as specified in Section 00900, Attachment E, Project Identification and Safety Signs. The Corps of Engineers' castle logo and other logos (8.5" x 11") to be used on the sign will be Government furnished. The Contractor will be given these logos at the time of the preconstruction conference.

The decal(s) shall receive a thin coat of clear spar varnish after application. The Contractor shall maintain the sign in good condition throughout the construction period. No separate payment will be made for erecting and maintaining the project sign, and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the sign from the work site.

**40. EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS**

Notwithstanding the clause of this contract entitled "Subcontracts," the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer and/or his Representative a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

**41. SCHEDULING AND DETERMINATION OF PROGRESS**

In accordance with the contract provisions, the Contractor shall, within five (5) days after receipt of Notice to Proceed by him or as otherwise determined by the Contracting Officer and/or his Representative, submit for approval a practicable progress schedule. The progress schedule shall be in the form of a chart graphically indicating the sequence proposed to accomplish each work feature of operation (Eng. Form 2454 or an acceptable equivalent -e.g., computer-generated from a commercially-available project management software package). The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of the receipt of the Notice to Proceed and indicating calendar days to completion. Each activity in construction shall be represented by an arrow. The head to tail arrangement of arrows shall flow from left to right. Each arrow representing an activity shall be annotated to show the activity description and duration. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. When changes are authorized that result in contract time extensions, the Contractor shall submit a modified chart for approval by the Contracting Officer and/or his Representative. The terms of Section 00700, Contract Clause entitled: SCHEDULES FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates on the approved progress chart, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met. Neither on the chart nor on the periodic charts which the Contractor is required to prepare and submit, as described in paragraph, SCHEDULES FOR CONSTRUCTION CONTRACTS of the Contract

Clauses, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer and/or his Representative of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Section 00700, Contract Clause entitled: "PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS." The making of such an allowance will be contingent upon a determination by the Contracting Officer and/or his Representative that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

When the contractor submits his progress schedule, he will include in the submission a progress curve reflecting the intended schedule for completing the work. The progress curve (S-Curve) will be plotted to reflect Cumulative Progress (Percent) based on placement along the y-axis and Time along the x-axis. The progress curve will be furnished at the same time the progress schedule is submitted for approval and updated monthly by the Contractor.

#### **42. SPECIAL PROHIBITION ON EMPLOYMENT**

- a. Definitions: "Arising out of a contract with the Department of Defense," as used in this clause, means any act in connection with (1) attempting to obtain, (2) obtaining, or (3) performing a contract or subcontract of any agency, department or component of the Department of Defense. "Convictions of fraud or any other felony," as used in this clause, means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.
- b. Section 941, Title IX, Pub. L. 99-500 (10 U.S.C. 2408) prohibits a person who is convicted of fraud or any other felony arising out of a contract with the Department of Defense from working in a management or supervisory capacity on any defense contract, or serving on the board of directors of any defense contractor, for a period, as determined by the Secretary of Defense, of not less than one (1) year from the date of conviction. Defense contractors are subject to a criminal penalty of not more than \$500,000 if they are convicted of knowingly employing a person under a prohibition or allowing such person to serve on their board of directors.
- c. The Contractor agrees not to knowingly employ any person, convicted of fraud or any other felony arising out of a contract with the Department of Defense contract or subcontract or allow such person to serve on its board of directors from the date the Contractor learns of the conviction until one (1) year has expired from the date of conviction. However, if the person has also been debarred pursuant to FAR subpart 9.4, the above prohibition shall extend for the period of debarment, but in no event shall the prohibition be less than (1) year from the date of conviction.
- d. If the Contractor knowingly employs a convicted person in a management or supervisory capacity on any defense contract or subcontract or knowingly allows such person to serve on its board of directors within the prohibited period, the Government may consider, in addition to the criminal penalties contained in Section 941 of Pub. L. 99-500, other available remedies, such as suspension or debarment and may direct the cancellation of this contract at no cost to the Government, or terminate this contract for default.

- e. The Contractor agrees to include the substance of this clause, including this paragraph (e), appropriately modified to reflect the identity and relationship of the parties, in all subcontracts exceeding \$25,000.

#### **43. SUPERINTENDENCE OF SUBCONTRACTS (JAN 1965)**

- a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clauses entitled: "Superintendence by the Contractor."
  - 1. If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.
  - 2. If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.
- b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made. (DOD FAR Supplement 52.236-7008)

#### **44. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS**

In addition to the requirements contained in the Contract Clause entitled "Payments Under Fixed-Price Construction Contracts" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

- a. At the time of submission of the progress chart, the contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative shall review this breakdown within 30 calendar days after receipt and either advise the contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the contractor and any payment made to him. The Contracting Officer can determine it is in the best interest of the Government to make payment without an approved breakdown, however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.
- b. The contractor shall submit his request for payment by submission of a proper invoice to the office or person(s) designated in paragraph "c". For purposes of payment a "proper invoice" is defined as the following:

- 1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.
- 2) A properly completed ENG Form 93 and 93a (where required).
- 3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.

The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" would be either a corporate officer, partner, or owner, in the case of a sole proprietorship:

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of Chapter 39 of Title 31, United States Code; and
- (3) This request for progress payments does not include any amounts, which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- (4) All required prime and subcontractor payrolls have been submitted.

-----  
(Name)

-----  
(Title)

-----  
(Date)

- c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be notified at the preconstruction conference. In addition, the contractor shall at the same time submit one copy of the detailed breakdown and the ENG Form 93 and 93a Form to the Project Engineer.

- d. The Government representative shall return any request for payment, which is deemed defective within 7 days of receipt and shall specify the defects. Telephone calls with MFR or E-mail notification of the Contractor about the defective invoice shall be considered sufficient notice to the Contractor. If the defect concerns a disagreement as to the amount of work performed and or the amount of the payment being submitted, the Government and the contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the contractor shall submit a new breakdown and ENG Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.
- e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause entitled: "Payments Under Fixed-Price Construction Contracts" and process the payment accordingly. In this event, "a proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.
- f. The Government shall pay the contractor in accordance with the following time frames:
  - 1) Progress Payments. From the date a "Proper invoice" is received, in accordance with subparagraphs "b" and "d" of this clause, the Government will issue a check within 14 calendar days.
  - 2) Reduction in Retaining Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 30 calendar days after the approval of the release to the contractor by the Contracting Officer or his authorized representative.
  - 3) Final Payment. A final payment request shall not be considered valid until the contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 30 days from the date of acceptance of the project by the Contracting Officer.

#### **45. SUBMISSION OF CLAIMS**

The following shall be submitted to the Contracting Officer at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278-0090:

- a. Claims referencing or mentioning the Contract Disputes Act of 1978.
- b. Requests for a written decision by the Contracting Officer.
- c. Claims certified in accordance with the Contract Disputes Act of 1978.

No other Government representative is authorized to accept such requests. A copy shall also be provided to the Authorized Representative of the Contracting Officer.

The Contractor shall also provide The Contracting Officer with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.

**46. SAFETY REQUIREMENTS FOR OPERATIONS ADJACENT TO POWER LINES.**

When it is necessary to transport or operate machinery or equipment under or adjacent to overhead power lines, the requirements of paragraph 11.E - OPERATING ADJACENT TO OVERHEAD LINES, in the Corps of Engineers Manual, EM 385-1-1, dated 3 September 1996, entitled "Safety & Health Requirements Manual" and referred to in the Accident Prevention Provision of General Provisions, shall govern.

**47. CRANE AND DRAGLINE SAFETY REQUIREMENTS**

In addition to meeting all applicable requirements of OSHA standards and Section 16 of the Corps of Engineers Manual, EM 385-1-1, dated 3 September 1996, all cranes used in performing the work set forth in these specifications shall be equipped with geared boom hoists or otherwise provided with mechanisms, which will prevent the booms from falling free. Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanisms for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type back stops to prevent them from overtopping.

All crane operators must meet the EM 385-1-1 qualification requirements.

**48. OPERATOR QUALIFICATIONS FOR FLOATING CRANES AND FLOATING DERRICKS (SAFETY AND HEALTH REQUIREMENT, EM385-1-1, SECTION 16.C)**

All floating cranes and floating derricks may be only operated by qualified operators. Operators shall be designated as qualified by a source, which qualifies crane and derrick operators (e.g. an independent testing and qualifying company, a union, a governmental agency, a qualified consultant (can be an in-house resource)). Qualification shall be written (or oral) and practical operating examination unless the operator is licensed by a state or city licensing agency for the particular type of crane or derrick. Proof of qualification of crane and derrick operators shall be provided to the Contracting Officer's representative prior to the start of work.

**49. ACCIDENT PREVENTION PLAN**

The Contractor is required to submit to the Contracting Officer or Contracting Officer Representative an accident prevention plan at the preconstruction conference. The accident prevention plan must be in accordance with all federal safety standards as specified in EM 385-1-1, dated 3 September 1996, entitled "Safety & Health Requirements Manual". Guidelines for preparation of the accident prevention plan are located in Section 00900, Attachment H.

**50. ALTERATIONS IN CONTRACT (APR 1984)**

Portions of the contract are altered as follows:

- a. Add the following sentence to paragraph "a" of Section 00700, Contract Clause: Insurance – Work on a Government Installation: "Insurance Coverage shall be as specified in 28.307 of the Federal Acquisition Regulation".
- b. The following clause is incorporated as part of the contract: "By entering into this contract, the Contractor certifies that neither it, nor any person or firm who has an interest in the Contractor's firm, is a person, or firm ineligible in accordance with FAR subpart "9.4" (DEAN-PRP EFAR Acquisition Letter 85-1 dated 11 Sept 85)

## 51. BID GUARANTEE

Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may cause for rejection of the bid.

- a. The offeror (bidder) shall furnish a bid guarantee in the form of a firm commitment, such as a bid bound, postal money order, certified check, cashiers check irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The contracting officer and/or his Representatives will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreement), as required by the bid as accepted.
- b. If the successful bidder, upon acceptance of it's bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the contracting officer and/or his Representative may terminate the contract for default.
- c. Unless otherwise specified in the bid, the bidder will (1) allow the number of days as indicated in paragraph 13D of standard Forms 1442 for acceptance of its bid and (2) give bond within 10 days after receipt of the forms by the bidder.
- d. In the event the contract is terminated for default, the bidder is liable for nay cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

## 52. CONTINUING CONTRACTS (1985 JAN HQ USACE)

- a. This is a continuing contract, as authorized by Section 10 of the Rivers and Harbors Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservation of funds from future appropriations. The responsibilities of the Government are limited by this clause notwithstanding any contract provisions of the "Payments to Contractor" clause or any other clause of this contract.
- b. (1) The sum of **\$1,000.00** has been reserved for this contract and will be obligated as needed to the Contractor for payments during the 2003 fiscal year. It is expected that additional funds will be made available.

(2) 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 terms of this contract except as specifically provided in paragraphs (d) and (e) 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 to a failure to reserve sufficient additional funds therefore.

c. (1) The Government may at any time reserve additional funds for payments under the contract if there are available funds for such a purpose. The Contracting Officer will promptly notify the Contractor of any change order to the contract.

(2) 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 days or more than 60 days prior to the estimated date of exhaustion.

d. (1) 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 for 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, 83 STAT 97, for the Renegotiation Board, as in effect on the first day of the delay in such payment.

(2) 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.

(3) 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 of the reasonable anticipation of exhaustion of funds.

e. 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 terminated. Such a termination shall be considered a termination for the convenience of the Government.

f. 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 to the Contractor because of work performed and to be performed under this 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.

GENERAL DECISION **NJ020006** 10/04/2002 NJ6

Date: October 4, 2002

General Decision Number **NJ020006** sg

Superseded General Decision No. NJ010006

State: New Jersey

Construction Type:  
DREDGING

County(ies):  
STATEWIDE

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 03/01/2002       |
| 1                   | 10/04/2002       |

COUNTY(ies):  
STATEWIDE

\* ENGI0025D 10/01/2002

|                                       | Rates | Fringes  |
|---------------------------------------|-------|----------|
| <b>DIPPER &amp; CLAMSHELL DREDGE:</b> |       |          |
| Operator                              | 28.07 | 6.45+a+b |
| Engineer                              | 24.72 | 6.45+a+b |
| Maintenance Engineer                  | 23.59 | 5.85+a+b |
| Welder                                | 23.22 | 5.85+a+b |
| Mate                                  | 21.99 | 5.85+a+b |
| Boat Master                           | 23.24 | 6.45+a+b |
| Boat Captain                          | 22.15 | 5.85+a+b |
| Oiler                                 | 18.59 | 5.25+a+b |
| Deckhand; Tug Deckhand                | 18.13 | 5.25+a+b |
| Scowman                               | 17.88 | 5.25+a+b |
| <b>DRAG BUCKET DREDGE:</b>            |       |          |
| Operator                              | 25.09 | 6.45+a+b |
| Engineer                              | 21.41 | 6.45+a+b |
| Maintenance Engineer                  | 21.21 | 5.85+a+b |
| Mate                                  | 19.82 | 5.85+a+b |
| Deckhand                              | 16.17 | 5.25+a+b |
| <b>HYDRAULIC DREDGES:</b>             |       |          |
| Leverman                              | 27.56 | 6.45+a+b |
| Engineer; Derrick Operator            | 24.17 | 6.45+a+b |
| Chief Mate                            | 23.82 | 6.45+a+b |
| Chief Welder                          | 24.48 | 6.45+a+b |
| Maintenance Engineer                  | 23.59 | 5.85+a+b |
| Electrician                           | 23.43 | 6.45+a+b |
| Welder Dredge                         | 23.21 | 5.85+a+b |

|                       |       |          |
|-----------------------|-------|----------|
| Spider Barge Operator | 23.01 | 5.85+a+b |
| Mate                  | 21.99 | 5.85+a+b |
| Boat Master           | 23.23 | 6.45+a+b |
| Boat Captain          | 21.66 | 5.85+a+b |
| Steward               | 21.94 | 6.45+a+b |
| Oiler                 | 18.59 | 5.25+a+b |
| Deckhand              | 17.90 | 5.25+a+b |
| Tug Deckhand          | 18.13 | 5.25+a+b |
| Shoreman              | 17.90 | 5.25+a+b |
| Assistant Cook        | 18.00 | 5.25+a+b |
| Night Cook            | 18.00 | 5.25+a+b |
| Messman               | 17.49 | 5.25+a+b |
| Janitor/Porter        | 17.49 | 5.25+a+b |
| Fill Placer           | 23.82 | 6.45+a+b |
| Assistant Fill Placer | 21.80 | 6.45+a+b |

## COMPANY LEAD DREDGEMAN:

|                |       |          |
|----------------|-------|----------|
| Lead Dredgeman | 27.56 | 6.45+a+b |
|----------------|-------|----------|

## TUG BOATS over 1,000 H.P. (with master or captain having license endorsed for 200 miles off shore):

|            |       |          |
|------------|-------|----------|
| Tug Master | 24.68 | 6.45+a+b |
|------------|-------|----------|

|                    |       |          |
|--------------------|-------|----------|
| Tug Captain        | 23.69 | 6.45+a+b |
| Tug Chief Engineer | 22.95 | 5.85+a+b |
| Tug Engineer       | 22.48 | 5.85+a+b |
| Tug Deckhand       | 18.13 | 5.85+a+b |

## TUG BOATS over 1,000 H.P. (without master or captain having license endorsed for 200 miles off shore):

|              |       |          |
|--------------|-------|----------|
| Tug Master   | 23.23 | 6.45+a+b |
| Tug Captain  | 22.15 | 5.85+a+b |
| Tug Engineer | 22.48 | 5.85+a+b |
| Tug Deckhand | 18.13 | 5.25+a+b |

## DRILL BOATS:

|              |       |          |
|--------------|-------|----------|
| Engineer     | 23.54 | 6.45+a+b |
| Blaster      | 23.81 | 6.45+a+b |
| Driller      | 23.55 | 6.45+a+b |
| Welder       | 23.30 | 5.85+a+b |
| Machinist    | 23.30 | 5.85+a+b |
| Tug Master   | 20.48 | 6.45+a+b |
| Tug Captain  | 19.53 | 5.85+a+b |
| Oiler        | 20.46 | 5.25+a+b |
| Tug Deckhand | 15.97 | 5.25+a+b |
| Core Driller | 18.56 | 5.25+a+b |

## DIVERS:

|                |       |          |
|----------------|-------|----------|
| Diver          | 40.88 | 6.45+a+b |
| Standby Diver  | 27.20 | 6.45+a+b |
| Tender         | 31.46 | 6.45+a+b |
| Standby Tender | 22.61 | 5.85+a+b |

## DREDGING PIPELINE CABLE-LAYING:

|                        |       |          |
|------------------------|-------|----------|
| Leverman               | 28.18 | 6.45+a+b |
| Control Tower Operator | 24.90 | 6.45+a+b |

|                             |       |          |
|-----------------------------|-------|----------|
| Rigger                      | 18.42 | 5.25+a+b |
| Line up Operator, End Prep. | 17.82 | 5.25+a+b |
| Diver                       | 41.77 | 6.45+a+b |
| Diver Tender                | 25.93 | 6.45+a+b |
| ENGINEER:                   |       |          |
| 1st                         | 24.90 | 6.45+a+b |
| 2nd, 3rd & 4th              | 24.58 | 6.45+a+b |
| Electrician                 | 24.48 | 6.45+a+b |
| Electro Hydro Tech.         | 20.14 | 5.85+a+b |
| Tug Master                  | 26,15 | 6.45+a+b |
| Tug Captain                 | 22.79 | 6.45+a+b |

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day
- b. VACATION: Seven percent (7%) of the straight time rate multiplied by the total hours worked.

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WELDERS - Receive rate prescribed for craft performing operation

to which welding is incidental.  
=====

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

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082421 25001KK20B041007 NA 96303  
COST 000000000000  
CODE:  
AMOUNT: \$1,000.00