

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			R	1 30
2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 25-Sep-2003	4. REQUISITION/PURCHASE REQ. NO. W22W9K-3090-8448		5. PROJECT NO.(If applicable)
6. ISSUED BY USA ENGINEER DISTRICT, LOUISVILLE ATTN: CELRL-CT 600 DR. MARTIN LUTHER KING PLACE ROOM 821 LOUISVILLE KY 40202	CODE DACW27	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. DACW27-03-R-0003	
		X	9B. DATED (SEE ITEM 11) 05-May-2003	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Solicitation DACW27-03-R-0003, Construction of the Dam, Olmsted, Illinois is amended as follows: a. The hour and date specified for receipt of offer is NOT extended. Proposals are due on October 1, 2003 at 4:00 local time. b. Under Section 00700 add FAR Clause 52.204-1, Approval of Contract and delete FAR Clause 52.232-20, Limitation of Cost. c. Section 00800, excluding attachments, is replaced in its entirety. d. Under Section 00115, Section VIII - Pro Forma Requirements, the contractor is required to submit a copy of their Joint Venture Agreement, is submitting as a Joint Venture.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	25-Sep-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

INDEX OF CLAUSES**OLMSTED DAM SOLICITATION**

<u>Clause No.</u>	<u>DESCRIPTION</u>
52.204-6	Data Universal Numbering System
52.211-1	Deleted
52.211-2	Deleted
52.211-6	Brand Name or Equal
52.215-1	Instructions to Offerors-Competitive Acquisition
52.216-1	Type of Contract
52.222-23	Notice of Requirements for Affirmative Action to Ensure Equal Opportunity....
52.233-2	Service of Protest
52.236-28	Preparation of Proposals
LCL 000-002	Request For Information
LCL 000-004	Submitting Bids
LCL 000-006	Modifications Prior to Date Set For Opening Bids Or Offers
LCL 0219-002	Subcontracting Plans For Small Business Concerns
LCL 0236-002	Restrictive Limitation

SECTION 00600 Representations & Certifications

52.203-11	Certification And Disclosure Regarding Payments To Influence.
52.204-3	Taxpayer Identification
52.204-5	Women-Owned Business
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment...

- 52.219-1 Small Business Program Representations
- 52.219-4 Notice of Price Evaluation Preference for Hubzone Small Business Concerns
- 52.219-19 Small Business Concern Representation for the Small Business ...
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-25 Deleted
- 52.222-38 Compliance with Veterans' Employment Reporting Requirements
- 52.223-13 Certification of Toxic Chemical Release Reporting
- 52.230-1 Cost Accounting Standards Notices and Certifications
- 52.237-8 Deleted by Amdt #1
- 252.209-7001 Disclosure of Ownership or Control by...
- 252.225-7031 Secondary Arab Boycott of Israel

Section 00700 Contract Clauses

- 52.204-1 Approval of Contract**
- 52.202-1 Definitions
- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees
- 52.203-6 Restrictions on subcontractors sales to the government
- 52.203-7 Anti-Kickback Procedures
- 52.203-8 Cancellation, Rescission, and Recovery of Funds....
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.203-11 Deleted
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred...

52.211-15 Defense priority and allocation requirements

52.215-2 Alternate II Deleted

52.215-2 Audit and records--negotiation

52.215-11 Price Reduction for Defective Cost or Pricing Data

52.215-13 Subcontracting Cost or Pricing Data

52.215-15 Pension adjustments and asset reversions

52.215-16 Facilities capital cost of money

52.215-17 Waiver of facilities capital cost of money

52.215-18 Reversion or Adjusting of Plans for Postretirement Benefits Other Than Pensions

52.215-19 Notification of Ownership Changes

52.215-21 Requirements for cost or pricing data or information other than cost or pricing data

52.215-7 Allowable cost and payment

52.219-8 Utilization of small business concerns

52.219-9 Small business subcontracting plan

52.219-16 Liquidated damages subcontracting plan

52.222-2 Payment for overtime premiums

52.222-3 Convict labor

52.222-4 Contract work hours and safety standards act

52.222-6 Davis-Bacon Act

52.222-7 Withholding of funds

52.222-8 Payrolls and basic records

52.222-9 Apprentices and trainees

52.222-10 Compliance with Copeland act

52.222-11 Subcontracts

52.222-12 Contract termination

52.222-13 Compliance with Davis-Bacon and related act regulations

52.222-14 Disputes concerning labor standards

52.222-15 Certification of eligibility

52.22216 Approval of wage rates

52.222-21 Prohibition of segregated facilities

52.222-26 Equal opportunity

52.222-27 Affirmative action compliance.....

52.222-35 Equal opportunity for special disabled veterans.

52.222-36 Deleted

52.222-37 Employment reports on special disabled veterans...

52.223-3 Hazardous material identification and material safety data

52.223-5 Pollution prevention and right to know information

52.223-6 Drug free workplace

52.223-14 Toxic chemical release reporting

52.225-11 Buy American Act

52.225-12 Notice of buy American Act requirements

52.225-13 Restrictions on certain foreign purchases

52.227-1 Authorization and consent

52.227-4 Patent Indemnity

52.228-2 Deleted

52.228-11 Deleted

52.228-12 Deleted

52.228-14 Deleted

52.229-3 Deleted

52.230-2 Cost accounting standards

52.230-6 Administration of cost accounting standards

52.231.5000 Equipment ownership & operating expense schedule

52.232-12 Deleted

52.232-17 Interest

52.232-18 Deleted

52.232-20 Deleted

52.232-23 Assignment of claims

52.232-27 Prompt payment for construction contracts

52.232-23 Payment by electronic funds transfer

52.232-5001 Continuing Contracts

52.233-1 Disputes

52.233-3 Protest after award

52.236-5 Material and workmanship

52.236-7 Permits and responsibilities

52.236-13 Deleted

52.236-18 Work oversight in cost-reimbursement construction contracts

52.236-19 Organization and direction of the work

52.236-26 Preconstruction conference

52.242-1 Notice of intent to disallow costs

52.242-3 Penalties for unallowable costs

52.242-4 Certification of final indirect costs

52.242-13 Bankruptcy

52.243-2 Changes-Cost Reimbursement

52.244-2 Subcontracting

52.244-5 Competition in subcontracting

52.244-6 Subcontracts for commercial items and commercial components

52.245-1 Deleted

52.245-5 Deleted

52.245-17 Deleted

52.245-18 Deleted

52.246-21 Deleted

52.247-67 Submission of commercial transportation bills...

52.248-3 Value Engineering

52.249-6 Termination

52.249-14 Excusable delays

52.249-5000 Basis for settlement of proposals

52.251-1 Government supply sources

52.253-1 Computer generated forms

252.201-7000 Contracting officer representative

252.203-7001 Prohibition on persons convicted of fraud or other defense-contract related felonies

252.203-7002 Display of DOD hotline poster

252.204-7003 Control of government personnel work product

252.204-7004 Required central contracting registration

252.205-7000 Provision of information to cooperative agreement holders

252.209-7000 Acquisition from subcontractors subject to onsite inspection under the

- 252.209-7004 Subcontracting with firms that are owned or controlled by the government of a terrorist country
- 252.215-7000 Pricing adjustments
- 252.215-7002 Cost estimating system requirements
- 252.219-7003 Small, small disadvantaged and women owned small business subcontracting plan
- 252.223-7004 Drug-free work place
- 252.225-7012 Preference for certain domestic commodities
- 252.225-7014 Preference for domestic specialty metals
- 252.225-7031 Secondary Arab boycott of Israel
- 252.226-7001 Utilization of Indian organizations and Indian owned economic enterprises
- 252.227-7033 Rights in shop drawings
- 252.236-7000 Deleted
- 252.236-7002 Deleted
- 252.242-7000 Post award conference
- 252.243-7002 Request for equitable adjustment
- 252.245-7001 Reports of government property

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

SECTION 115

SECTION 00115

PROCEDURES FOR SUBMITTAL OF OFFERS

1. GENERAL REQUIREMENTS.

- 1.1. The intent of this solicitation is to select one contractor for the construction of the dam for the Olmsted Locks and Dam Project on the Ohio River near Olmsted, Illinois.

- 1.2. Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals so that a minimum of time and monies will have been expended in preparing information required herein. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's experience, technical approach and management capabilities to successfully complete the project. Proposals should follow in the order of sequence set forth in the RFP. Information provided out of sequence may not be evaluated and may result in the offerors disqualification from award. Requirements stated in this RFP are minimums. The solicitation contains the design requirements for the completed Olmsted Dam. In general, the method of construction and equipment as defined in the "F" series drawings is conceptual in nature to demonstrate one way of constructing the designed Dam. Hydraulic and navigation modeling and environmental studies have been completed to support in-the-wet construction of the dam as designed in these documents in conjunction with work previously completed or planned for the Olmsted site. (Note: Phased cofferdam construction is not supported by these models and studies.) If the offeror chooses to propose alternate methods of construction, or equipment, they shall be clearly detailed in the proposal. Advantages/disadvantages and increased/decreased risk as compared to the construction methods outlined in the solicitation must be identified in Section III Technical Approach. If the offeror chooses to use the construction methods outlined in the solicitation, it should be clearly stated in the proposal. Any deviations from the construction requirements should be clearly noted and justified in the proposal. In addition any assumptions that the offeror makes shall be noted in the proposal.
- 1.3. Offerors shall submit their proposals to the US Army Corps of Engineers, 600 Dr. Martin Luther King, Jr. Place, Room 821, Louisville, KY 40202-2230 no later than the time and date specified in Block 13 of Standard Form 1442.
- 1.4. Offerors are required to submit a proposal made up of a Technical Proposal and a Price Proposal. All proposal materials shall be submitted in binders with a table of contents and tabbed section dividers. The sections should parallel the submission requirements identified below. Sections I, II, III, IV and V shall be submitted in original and 7 copies Sections VI, VII and VIII shall be submitted in original only and shall be placed in a separate envelope. There is a limit of 250 pages (excluding dividers) using a minimum font size of 11 and a minimum margin size of one half inch on all sides. If both sides of the pages are used, it will be counted as two (2) pages. A small type may be used on charts, graphs, figures, diagrams and schematics to accommodate a "make it fit" software capability, however, all text must be legible and easy to read. The schedule may be printed on a larger sheet (maximum size 36"x 48") and included in a pocket in the binder. Format restrictions will be adhered to and enforced. Information submitted which exceeds the specified limit may not be evaluated.

2. PROPOSAL SECTIONS

This solicitation requires no submission of formal drawings. However, offerors may submit drawings or sketches to demonstrate any required information. (Drawings are excluded from the 250-page limit.)

2.1 Section I. Experience

A. Prime Contractor and Subcontractor Experience.

For the following items provide descriptions of projects which are similar to this project in size and scope and dollar value. If the work is not being self-performed, also provide the same information for the proposed subcontractor in the respective area. Indicate which, if any, subcontracts will be cost reimbursable and provide documentation that the subcontractor meets the cost accounting requirements. Formats for Prime Contractor and Subcontractor Experience are included for your use. Use as many forms as necessary to meet the criteria. If you elect not to use the formats, all information identified on the formats is still required for evaluation of this item. Extra consideration may be given for subcontractors who have prior experience with and can demonstrate team continuity with the prime contractor. Work must have been self-performed to qualify as experience.

1. Construction and overall management of major marine facilities
2. Placing Large Precast Concrete Elements In-the-Wet
3. Fabrication of Large Precast Elements
4. Underwater inspection and Quality Control
5. Underwater pile installation
6. Dredging, Screeding, and Underwater Placement of Scour Stone Protection
7. Underwater vibrocompaction/Ground Improvement
8. Fabrication of Large Structural Steel Assemblies (tainter/wicket gates)
9. Operation and Maintenance of large concrete batch plant facilities
10. Placing Tremie and Structural Concrete and Reinforcement

B. Individual Personnel Experience.

Provide resumes for key personnel including:

1. Project Manager
2. Project Engineer(s)
3. Project Superintendent
4. Diving Superintendent
- 5. Quality Control Manager**
6. Project Safety Specialist
7. Superintendents for all major subcontractors
8. On-site Purchase Agent/Procurement Manager
9. Project Controls
10. Cost Engineer

NOTE: The identified personnel must be used on the project. Any substitution of these persons will not be permitted without prior approval of the Contracting Officer. Indicate if the experience of the key personnel includes work on Cost Reimbursable Contracts and indicate the position(s) held. A format for Personnel

Resume is included for your use. If you elect not to use the format, all information identified on it is still required for evaluation of this item. Identification of two individuals proposed for a single position will result in the evaluation of only the least qualified person.

2.2 Section II. Management

A. Operational Management Plan

Management Information System (MIS). MIS requirements are specified in Section 00800, paragraph 1.85, of this solicitation. Offeror shall submit the following;

1. Program Management/Project Management.
 - a. The offeror's experience in operating the Management Information System.
 - b. Describe plans for providing the Corps with electronic access to MIS data.
 - c. Describe how the estimate provided as a proposal, if accepted for award, will track actual cost to estimated cost. Describe MIS system lag times, success of managers to project estimates to complete.
 - d. Include how long contractor has used these systems and any actual experience on previous cost reimbursable contracts.
2. Cost Control.
 - a. Achievement of Cost. Explain how you achieve cost control and best value on purchases of materials, supplies, equipment and subcontracted work.
 - b. Describe how cost control, including tracking subcontractor costs, is achieved.
 - c. Name of software, type and hardware compatibility. Name of the company that produces the software.
 - d. Measurement/Monitoring Productivity. Describe methods used for measuring and monitoring productivity and present your evaluation of the effectiveness of your methods and the supporting documentation
 - e. Describe how forecasting will be done.

B. Acquisition Management Plan

1. Procurement. Discuss your procurement system and procedures for acquisition and control of equipment, supplies, material, and labor resources. Assure that equipment, supplies, material and personnel will be available when they are required. Describe your procurement system and procedures for acquisition of subcontractors. Discuss how

competition and best value will be achieved. Discuss if your purchasing system is approved by the Government, if so, by which agency and contract.

2. Government Property Control – Describe your procedures for identification, tracking and control of Government property. Plan shall contain applicable parts of FAR Subpart 45.5 “Management of Government Property in the Possession of Contractors”. Do not submit the actual plan at this time. Only a general description and the tracking system are required at this time. Note after award this procedure will be negotiated and become a Contract Management Procedure (CMP).

C. Management Plan.

Provide a management and execution plan for the project that describes how your labor, resources, designers, and specialists, including subcontractors and material suppliers, will be coordinated and used to ensure successful completion of the project. Describe how you will manage, supervise and coordinate the subcontractor’s work. Plan shall include who in the organization will be responsible for this management and coordination. In addition, include how you will control and manage the test out of the equipment particularly, the mechanical, electrical, and controls systems. Discussion of the management of the MIS, cost and schedule control, reporting and change management shall be included. On-site personnel and equipment must be clearly distinguished from resources that are available but not present at the site.

Provide an organizational chart for this project showing home office support, on-site management and the responsible chain of command. Include names of assigned personnel and all subcontractors and their areas of responsibility. Joint venture offerers must show the respective areas of responsibility for each partner. Clearly delineate on-site from off-site personnel. Quality Control and Safety should be included in the chart. Also include in the organization chart all anticipated field office positions necessary to complete the project.

D. Labor Plan

Present a narrative showing how the personnel will be committed to this job. Discuss the staffing plan to accommodate normal fluctuating workloads in order to maintain an experienced work force during periods of work buildup and decline. Include information that demonstrates the Contractors knowledge in the local labor market. If the contractor is working multiple shifts the plan shall address how these shifts will be staffed. Included how many people will be relocated to the area and/or if you plan to hire locally.

2.3 Section III. Technical Approach

NOTE – As part of the discussion in each of the following sub-paragraphs, the offeror shall indicate their intent to use or not use the means outlined in the “F” Series Drawings.

- A. Method of Transport, Positioning and Set-Down of Precast Elements
Provide a detailed plan describing the equipment and methodology for transport, lifting, controlled positioning and lowering of each of the types of precast concrete dam segments to ensure proper positioning on the foundation in variable river conditions.
- B. Method of Maintaining Riverbed Stability
- a. Provide a detailed plan for methods and proposed equipment that will be used to prevent scour of the riverbed and damage to the dam foundation during construction.
 - b. Provide a detailed plan (including proposed equipment) for sequence and methods that will be used to place the permanent scour protection.
- C. Method of Fabrication and Installation of Dam Foundation Piles
- (a) Provide a plan for obtaining and fabricating the piling required for the dam foundation. This shall include:
 - 1) Tainter Gate Pipe Piles
 - 2) Navigable Pass Pipe Piles
 - 3) Boat Abutment Pipe Piles
 - 4) Isolation Joint Pipe Piles
 - 5) Cutoff wall Master and sheet piles
 - (b) Provide a detailed plan for installation of the piles listed above in (a). Include templates, guides, pile hammers, methods for controlling the location and elevation of the piles, and methods for removal of misplaced piles.
- D. Location and Method of Precast Element Construction.
- (a). Provide the location of the facility that will be used to construct the precast concrete elements required for this project. Indicate if the precast elements will be fabricated by the prime contractor, a subcontractor, or a manufacturer. If an offsite facility will be used, indicate if this is an undeveloped site acquired for this project only or if this is a developed pre-existing facility. If it is a developed pre-existing facility, indicate what additional development is required for this project. Provide all applicable licenses, environmental permits, and proof of compliance with zoning requirements or the contractors plan and schedule for obtaining these permits.
 - (b). Provide detailed plans and descriptions of the Casting Facility site, including site development requirements. Describe and show locations of equipment and facilities to support the dam segment fabrication.
 - (c). Provide a detailed plan describing the construction methods that will be used for the precast elements.
 - (d). Submit a detailed plan for load out of the precast segments.
- E. Method of River Bottom Grading and Screeding

Provide a plan describing the proposed equipment and methods for accurately grading, monitoring and screeding the river bottom to the required tolerances.

F. Method of Concrete Production, Delivery, and Placement

Provide a detailed plan describing the proposed equipment and methods for production, delivery, and placement of all concrete for this project. This includes concrete for precast units, tremie infill, and cast in place. Describe how batch plants will be designed with (backup components) to accomplish uninterrupted placements, and methods to be used to maintain concrete temperature and slump.

G. Method of Tainter Gates Installation

Provide a detailed plan for assembly and installation of the tainter gates required for this project. Include a plan stating how the dual tainter gate cylinders will be operated with the control system. This may include responsible players and their roles in coordinating this system to assure a timely working product.

H. Schedule and Sequence of Work

(a) Network Analysis

Submit a summary network analysis (utilizing software described in section 01320; For the proposal only the offeror may use P3 version 3.1 or later.) showing how the work will be performed and completed. The Government estimates that the work can be completed in 2,200 calendar days. The offeror will propose the contract duration for completing the work. The contract duration will be agreed to with the successful offeror and will be inserted into Special Clause 1.3. The analysis must acknowledge the conditions noted in Section 00800 Special Clauses 1.6, 1.11, 1.43 and 1.62. The schedule should be sufficiently detailed to show the Contractor has a complete understanding of the project's requirements. The schedule should contain between 250 and 400 activities.

The schedule (Section 1320, paragraph 3.4) shall allow 90 calendar days for the A/E to complete the design for the following critical items listed below, if applicable. This allowance shall include consideration of the kickoff meeting and design scope development between the Contractor, the A/E and the Government. The design time is based upon contractor means and methods generally following concepts depicted in the "F" drawings and starting upon receipt of applicable information from the contractor. In addition to the design duration identified, the schedule shall include 30 days for Government and Contractor review/comments of the preliminary designs and 14 days after resolution of the comments for the A/E to submit the final design. Guidance for the design time required, for some additional items not listed below, can be found in both the Government's Construction Schedule and the Submittal Register, but Actual durations will be mutually agreed upon after Notice to Proceed and after design scope development for the specific design services for each task. (Design times for the lifting frames are not listed below because they are not required until the beginning of Phase II.)

DWG	COMPONENTS
F-56	Sleds for SBS-1, SS-1, SBS-2 to 5, SS-2 to 5 and LP-1 to 6
F-57	Gripper Jacks
F-58	Skidway (does not include precast yard operation)
F-59	Field Demonstration Tremie Concrete Tests
F-61	Marine Skidway (does not include precast yard operation)
F-62	Cradle/s (for sleds listed above)
F-64/65	Lifting/Mating Details
F177/178	Mooring Anchors and Dolphins

(b) Sequence of Work

Submit a brief narrative description of how major milestones will be accomplished. Include the estimated manpower levels, number of shifts, and number of workdays per week to accomplish the work in the major milestone durations. The narrative shall be such detail that's its clear to the evaluator what will be accomplished in the river, each low water season.

(c) Connection to the MIS

Submit a narrative that states how the network analysis schedule will be tied to the MIS system proposed above. Include details of how the contractor would propose to adjust future activity budgets based on similar past experience to obtain the best possible forecast of future expenditures. This may include how budgeted costs in the schedule will be compared to and or linked with the actual costs from the cost accounting system.

I. Special Equipment Plan

Provide a description of all specialized major equipment required for this project. Include the design and fabrication requirements, current location, availability, and schedule for delivery.

2.4 Section IV. Past Performance/Quality:

Provide references for all of the experience identified in 2.1 A. Reference information should include project name, location, owner's name, point of contact and telephone number. Also include any ratings, letters, awards, etc which support past performance on these projects. The Government may also use other methods to obtain past performance information such as CCASS, contacting references, etc.

2.5 Section V. Safety.

A. Provide a detailed narrative describing the contractors plan for maintaining a safe work project. Identify all hazardous activities (including diving operations) and plans for mitigation. Describe the Managements commitment to safety and chain of authority on safety related items. Describe any safety incentive plans and special training that will be used.

B. Describe the safety performance and record of the prime contractor and subcontractor(s) listed in paragraph 2.1.A within the last five years. Provide the following information:

- a. Workman's Compensation Experience Modification Insurance Rating over the last five-year period. Submit the Prime Contractor's Experience Modification Rate (EMR), showing evidence that the EMR was calculated by a professional rate service organization such as the National Council of Compensation Insurance.
- b. Provide OSHA Inspections or statements of no inspection over the last five (5) year period. Any fatalities, foreign or domestic must be documented.

2.6 Section VI. Sub-Contracting Information (Go, No-Go)

- A. Past Performance on Utilization of Small, Small Disadvantaged, and Women-Owned Small Businesses. All firms must identify your efforts to comply with Clause 52.219-8, Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns. If you are a large business, provide copies of subcontracting plans, both initial and final, that clearly represent your efforts to comply with FAR Clause 52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan. If you are a small business, provide details of efforts on previous projects that clearly represent your efforts to comply with FAR Clause 52.219-8 Information is to be limited to projects identified under Section II, Experience.
- B. Subcontracting Plan for Large Business. Large business offerors shall submit a subcontracting plan in accordance with the above numbered FAR Clauses. To be acceptable, plans must adequately address the six required statutory elements and provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of Appendix CC, Part 2, AFARS 19.705. You may use the attached sample subcontracting plan as a starting point. Percentage goals apply to the total amount being subcontracted. The current goals for the Louisville District are 71.1% to Small Business, 10.2% to Small Disadvantaged Business, 10.6% to Women-Owned Small Business, 3.0% for Hubzone Businesses, and 3.0% to Veteran Owned Small Business.

2.7 Section VII. Pro Forma Requirements

The Offeror shall submit a completed original of Section 00600, Representations and Certifications and if submitting as a Joint Venture, a copy of the Joint Venture Agreement.

The Offeror shall submit the following company policies, which will be used to help the Government and selected offeror to negotiate the Advance Agreements for the following:

1. Personnel and Company policies;
2. Compensation for personal services, including but not limited to allowances for off-site pay, incentive pay, hardship pay, cost of living differential and termination of defined benefits pension plans.
3. Travel and relocation cost;
4. Overtime policy (management staff);
5. Hourly rates, overtime & benefits for skilled trades (including escalation).

The above shall be submitted with the proposal in appendices. The firm selected for award should be prepared to negotiate these procedures immediately after award of the contract.

The following Advance Agreements are anticipated and will be negotiated with the firm selected for award. Do not submit them with your proposal in response to this RFP.

1. Management Information System
2. Government property management plan;
3. Training and education cost;
4. Cost of automatic data processing equipment;
5. Procurement plan and procedures;
6. Manpower utilization;
7. Work allocation document (WAD) procedures;
8. General and administrative cost (e.g., corporate, division, or branch allocation) attributable to the general management, supervision, and conduct of the contractor's business as a whole.

9. Security Plan.
10. Contract closeout
11. Claims
12. Change Management
13. Equipment Cost and procedures (ownership rates, standby by rates, rental rates and decision making process for equipment).

As Government and contractor identify procedures that require an agreement they will be negotiated and become a part of the process.

2.8 Section VIII. Cost Proposal.

The offeror shall submit their cost proposal in a separate envelope, Standard Form 1442 and Section 00010, Price Breakdown Schedule in original only. Both of these forms are included in Section 00010 of this solicitation. **The cost breakdown schedule provides a line for the 3% base fee and a line for the proposed award fee. The offeror is required to propose the award fee. The maximum allowable award fee is 11%. Include the basis for the award fee by addressing things such as technical, management, cost control, project duration and capital investment.** Include an expenditure curve by fiscal year based on your schedule.

The price evaluation team request the offeror submit their cost following the detailed breakdown schedule included at the end of this section.

The Cost Proposal will consist of:

- A. A signed Standard Form 1442
- B. Acknowledgement of all Amendments (if any) to the solicitation
- C. A completed Section 00010 (Pricing Schedule) & Estimated Cost Breakdown (see instructions for the breakdown schedule later in this Section)
- D. Data on Home and Field Office Indirect Cost Rates (Prime Contractor and all Team Subcontractors):

A recent (within the last 12 months) audit performed by the company's Federal cognizant audit agency showing ALL current indirect cost rates and their application to direct labor and other direct costs OR a current Forward Pricing Rate Agreement (FPRA) from the Federal cognizant audit agency giving the same information.

If no such audit or FPRA exists or if it is older than 12 months, provide a complete breakdown of all indirect costs rates to be applied during the life of this contract showing all expenses and the calculation (the base used to calculate the percentage), and the application of all indirect to both labor and all other direct costs.

All indirect cost rates means all multipliers on labor and other direct costs including but not limited to (depending on each offeror's accounting system) fringe

benefits (labor burden), overhead, and general & administrative (G&A), mark-up to subcontractors' prices, etc. Provide the information for both home office and field office as applicable. The information is required from the prime and all team subcontractors. Other direct costs include but are not limited to (depending of each offeror's accounting system) such things as copies, faxes, telephone calls, computer usage, equipment, subcontractors' costs, travel, etc. Each offeror will provide a clear and concise description of how the indirects are applied and to what costs, showing the total multiplier formula on labor and all other direct costs.

If the prime or the team subcontractors, in preparing the Cost Proposal's Estimated Cost of the contract, used indirect costs rates above or below the rates supported by the current audit (or by the FPRA or supported by the breakdown of the (un-audited) indirect cost rates), the Cost Proposal will include a thorough discussion of the rates used and if the rates have been escalated from current rates, the prime and subcontractors will provide the justification (with support such as historical data, trends, etc.) for the indirect cost rates used.

PRIME CONTRACTOR EXPERIENCE

Your firm's name _____

Name of Project/Location

General Scope of Project

Your role (prime, joint venture, subcontractor) and work your company self-performed _____

Construction Cost:

At Award: \$ _____

Reason for the cost growth:

Final Cost \$ _____

Award Date: _____

Schedule Completion: _____

Reason for the time growth:

Actual Completion: _____

Extent and type of work you subcontracted out

Owner's Point of Contact (POC) for reference (name and company and telephone number)

SUBCONTRACTOR EXPERIENCE

Name of your firm

Project Name/Location

General Scope of Project

Your role (prime, joint venture, subcontractor) and the work your firm self-performed

Description of work subcontracted to others

Your subcontract amount:

At Award: \$ _____

Reason for the cost growth:

Final Cost \$ _____

Award Date: _____

Schedule Completion: _____

Reason for the time growth:

Actual Completion: _____

Your performance evaluation by Owner

Your performance evaluation by Prime

Owner's POC for reference (name and company and telephone number)

Prime contractor's POC for reference (name and company and telephone number)

Past Working History/Relationship with Prime (including joint ventures and partnering experience) _____

PERSONNEL RESUME

Name and Title

Name of your firm

No. of years: With this firm _____ With other firms _____

Education (Degree(s)/Year/Specialization):

Active Registration: No. _____ State _____ Year _____

Your Assignment on this project

Your specific experience and qualifications relevant to this project. Include a POC with phone number for the two most recent projects described:

Project Name and Location:

General Scope of Project:

Your Role in the Project and a Description of the Duties You Performed:

Owner's POC for reference (name and phone number):

Project Name and Location:

General Scope of Project:

Your Role in the Project and a Description of the Duties You Performed:

Owner's POC for reference (name and phone number):

SUPPLIER EXPERIENCE

Name of your firm _____

Project Name/Location

General Scope of Project

Your role (prime, subcontractor, supplier) and the work/products your firm self-performed

Description of work subcontracted to others

Your subcontract amount:

At Award: \$ _____

Reason for the cost growth:

Final Cost \$ _____

Award Date: _____

Schedule Completion: _____

Reason for the time growth:

Actual Completion: _____

Your performance evaluation by Owner

Your performance evaluation by Prime

Owner's POC for reference (name and company and telephone number)

Prime contractor's POC for reference (name and company and telephone number)

Past Working History/Relationship with Prime (including joint ventures and partnering experience) _____

COST BREAKDOWN SCHEDULE

The contractor shall complete the price breakdown schedule to the level of detail requested as part of the minimum Work Breakdown Structure (WBS) and submit it as a part of his proposal. See Section 00115. This schedule is not intended to be a means of making payment. The quantities are for proposal preparation purposes only and to insure consistency of offers. The price breakdown will be evaluated by the PEB as one means to evaluate cost and to insure the scope of work is understood. All costs should be included in these items and distributed as appropriate. In the event it is unclear where to put a certain cost the contractor should include it in the item that seems most applicable. The descriptions provided with the item is not intended to be complete but rather provide some general guidance to aid in submitting the cost proposal in the hope of getting consistency amongst perspective offers.

Offeror's are only required to provide to the level of detailed indicated by an asterisk in the WBS below. Further breakdown information of the cost may be provided pursuant to other levels of the WBS if the offeror chooses.

If a offeror's approach to the project changes an of the given quantities the offeror shall revise the quantities to best represent any increase or decrease to best reflect the most realistic cost of the project.

The quantities shown are the final in place estimates by the Government. They do not include miscellaneous supports, scrap, waste, etc. The offeror needs to adjust his price or revise the quantity to reflect these other cost.

Operational costs are intended to include equipment, labor and material/supply costs paid on each voucher to assure that the contractor maintains his operational capabilities. It is not intended to include additional personnel necessary to operate plant/equipment during actual production, but only the minimum personnel required on site at all times to assure that the plant/equipment remain full operational.

WBS - Feature/Subfeature Indicator	WBS -Element	Special Indicator #1	Special Indicator #2	Special Indicator #3	Quantity	Unit	Unit Price	T
0401	Main Dam							
0401 R 00	Reoccurring Costs							
* 0401 R 00 01	Field Overhead							
0401 R 00 01 01	Labor							
0401 R 00 01 01 01	Management				72	MO		
0401 R 00 01 01 02	Engineering				72	MO		
0401 R 00 01 01 03	Quality Control				72	MO		
0401 R 00 01 01 04	Administration				72	MO		

0401 R 00 01 01 05	Safety/Security	72	MO		
0401 R 00 01 01 06	Shop	72	MO		
0401 R 00 01 01 07	Other	72	MO		
0401 R 00 01 02	Plant/Equipment				
0401 R 00 01 02 01	Office	72	MO		
0401 R 00 01 02 02	Storage	72	MO		
0401 R 00 01 02 03	Vehicles	72	MO		
0401 R 00 01 02 04	Equipment Shop				
0401 R 00 01 02 05	Other	72	MO		
0401 R 00 01 03	Materials/Supplies				
0401 R 00 01 03 01	Communications	72	MO		
0401 R 00 01 03 02	General Utilities	72	MO		
0401 R 00 01 03 03	Office Supplies	72	MO		
0401 R 00 01 03 04	Portable Toilet Facilities	72	MO		
0401 R 00 01 03 05	Other	72	MO		
0401 R 00 01 04	Miscellaneous Costs				
0401 R 00 01 04 01	Relocation Costs	72	MO		
0401 R 00 01 04 02	Travel	72	MO		
0401 R 00 01 04 03	Insurance	72	MO		
0401 R 00 01 04 04	Winterize Operations	5	EA		
0401 R 00 01 04 05	Subcontracts		LS		
0401 R 00 01 04 06	Other	72	MO		
* 0401 R 00 02	Operational Costs				
0401 R 00 02 01	Land Based				
0401 R 00 02 01 01	Concrete Batch Plant	72	MO		
0401 R 00 02 01 02	Precast Concrete Manufacturing Facilities	72	MO		
0401 R 00 02 01 03	Storage Facility	72	MO		
0401 R 00 02 01 04	Other	72	MO		
0401 R 00 02 02	River Based				
0401 R 00 02 02 01	Concrete Batch Plant	72	MO		
0401 R 00 02 02 02	Shell Installation Barge	72	MO		
0401 R 00 02 02 03	Screed Barge	72	MO		
0401 R 00 02 02 04	Pile Installation Barge	72	MO		
0401 R 00 02 02 05	Vibro-Compaction Barge	72	MO		
0401 R 00 02 02 06	Workboats	72	MO		
0401 R 00 02 02 07	Misc. Crane Barges	72	MO		
0401 R 00 02 02 08	Other	72	MO		
0401 M 00	Mobilization and Preparatory Work				
* 0401 M 00 01	Mobilization				

0401 M 00 01 01	On-site	
0401 M 00 01 01 01	Land Based Cranes & Equipment	LS
0401 M 00 01 01 02	Floating Cranes & Equipment	LS
0401 M 00 01 02	Off-site	LS
0401 M 00 01 03	Subcontractors	LS
0401 M 00 01 04	Other	LS
0401 M 00 02	Temporary Buildings	
0401 M 00 02 01	On-site	
0401 M 00 02 01 01	Office	LS
0401 M 00 02 01 02	Shops	LS
0401 M 00 02 01 03	Storage	LS
0401 M 00 02 01 04	Other	LS
0401 M 00 02 02	Offsite	
0401 M 00 03	Mooring Points	LS
0401 M 00 04	Approach Roads	LS
0401 M 00 05	Precast Yard & Marine Skidway	
0401 M 00 05 00 01	Clearing & Grubbing	LS
0401 M 00 05 00 02	Earthwork and Site Grading	LS
0401 M 00 05 00 03	Riprap/Bank Protection	LS
0401 M 00 05 00 04	Roadways	LS
0401 M 00 05 00 05	Material Storage Facilities	LS
0401 M 00 05 00 06	Fixed Batch Plant	LS
0401 M 00 05 00 06	Material Conveyors	LS
0401 M 00 05 00 08	Loaders	LS
0401 M 00 05 00 09	Skidway & Launching Facilities	LS
0401 M 00 05 00 10	Casting Beds	LS
0401 M 00 06	Specialty Construction Equipment	
0401 M 00 06 00 01	Shell Installation Barge	LS
0401 M 00 06 00 02	Screed Barge	LS
0401 M 00 06 00 03	Pile Installation Barge	LS
0401 M 00 06 00 04	Vibro-Compaction Barge	LS
0401 M 00 06 00 05	Workboats	LS
0401 M 00 06 00 06	Misc. Crane Barges	LS
* 0401 D 00 07	Demobilization	
0401 D 00 07 01	General Demobilization	LS
0401 D 00 07	Site Restoration	
0401 D 00 07 02 01	Existing Haul Road Removal	LS
0401 D 00 07 02 02	Seeding	LS
0401 D 00 07 02 03	Access Roads	LS

0401 D 00 07 02 04	Parking Lots			LS		
0401 D 00 07 02 05	Fill Over Precast Yrd Foundation			LS		
0401 D 00 07 02 06	Cell"A" Removal			LS		
0401 D 00 07 02 07	Erosion Control			LS		
0401 E 10	Earthwork for Structures					
* 0401 E 10 01	Excavation					
0401 E 10 01 00 01	Excavation - Tainter Gate Section	175600	CY			
0401 E 10 01 00 02	Excavation - Navigable Pass Section	232400	CY			
* 0401 E 10 02	Deposite Suitable Material Back to the River					
0401 E 10 02 00 01	Place Material in River - Tainter Gate Section	43000	CY			
0401 E 10 02 00 02	Place Material in River - Navigable Pass Section	43000	CY			
* 0401 E 10 03	Disposal of Material to Shore					
0401 E 10 03 00 01	Shore Disposal - Tainter Gate Section	132600	CY			
0401 E 10 03 00 02	Shore Disposal - Navigable Pass Section	175500	CY			
* 0401 E 10 04	Matl. - Infill Zones of Dam					
0401 E 10 04 00 01	General Backfill #6 -Tainter Gate Section	109990	CY			
0401 E 10 04 00 02	General Backfill #6 -Navigable Pass Section	250240	CY			
* 0401 E 10 05	Maintenance Dredging Total Project					
0401 E 10 05 00 01	Maintenance Dredging - Total Project	300000	CY			
* 0401 E 10 06	Erosion Control					
0401 E 10 06 00 01	Purchase Articulated Mats	2000	SY			
0401 E 10 06 00 02	Install/Remove Articulated Mats	11000	SY			
* 0401 E 10 07	Vibro-Compaction					
0401 E 10 07 00 01	Tainter Gate Section	3500	LF			
0401 E 10 07 00 02	Navigable Pass	10000	LF			
Tainter Gate Section						
0401 T 07	Bridges, Superstructure and Deck					
* 0401 T 07 01	Tainter Gate Bridge					
0401 T 07 01 00 01	Concrete			LS		
0401 T 07 01 00 02	Reinforcing Steel			LS		
0401 T 07 01 00 03	Outfitting for Installation			LS		
0401 T 07 01 00 04	Load Out			LS		
0401 T 07 01 00 05	Transport to Position			LS		
0401 T 07 01 00 06	Lift, Position & Install Shells			LS		
* 0401 T 11	Foundation Work					
0401 T 11 02	Sitework					
0401 T 11 02 00 01	Purchase/fabrication of frames	387	TN			

0401	T	11	02	00	02	General Handling of Frames	96	HR		
0401	T	11	02	00	03	Pile Materials	46737	VLF		
0401	T	11	02	00	04	Pile Driving	46737	VLF		
0401	T	11	02	00	05	Pile Testing		LS		
0401	T	11	02	00	06	Pile Anchorage at Shells	1	LS		
0401	T	11	02	00	07	Fab and Install Geotextile Fabri	143335	SF		
* 0401 T 12 Seepage Control										
0401	T	12	02			Sitework				
0401	T	12	02	00	01	Temporary Cutoff Wall	22936	SF		
0401	T	12	02	00	02	Handling of Reprocessed Sheets	2756	TN		
0401	T	12	02	00	03	Sheet Pile Frames for Walls	36.6	TON		
0401	T	12	02	00	04	Sheet Piling	42826	SF		
0401	T	12	02	00	05	Master Piles	577	TN		
0401	T	12	02	00	06	Pile Driving	24460	SF		
0401	T	12	02	00	07	Drainage System (Piping, etc.)	6	EA		
0401	T	12	02	00	08	Drainage Layer	32020	CY		
* 0401 T 25 Embedded Metal Work										
0401	T	25	05			Metals				
0401	T	25	05	00	01	Bulkhead Slot Beams	199500	LB		
0401	T	25	05	00	02	Bulkhead Slot Corner Protection	104750	LB		
0401	T	25	05	00	03	Tainter Gate Side Seals & Beams	201195	LB		
0401	T	25	05	00	04	Lifting Frame Embeds	57	TON		
* 0401 T 32 Apron Stilling Basins Deflectors										
0401	T	32	03			Concrete				
0401	T	32	03	00	01	Concrete	10562	CY		
0401	T	32	03	00	02	Reinforcing Steel	1570	TN		
0401	T	32	03	00	03	Skirts				
0401	T	32	03	00	04	Pintles				
0401	T	32	03	00	05	Flat Jacks				
0401	T	32	03	00	06	Outfitting Shells for Installation	6	EA		
0401	T	32	03	00	07	Load Out Shells	6	EA		
0401	T	32	03	00	08	Transport Shells to Position	6	EA		
0401	T	32	03	00	09	Lift, Position & Install Shells	6	EA		
0401	T	32	03	00	10	Stilling Basin Tremie Concrete	16735	CY		
* 0401 T 52 Concrete Dam Overflow Section										
0401	T	52	03			Concrete				

* 0401	T	52	03	01	Sill Shell				
0401	T	52	03	01	01 Concrete	9998	CY		
0401	T	52	03	01	02 Reinforcing Steel	1625	TN		
0401	T	52	03	01	03 Skirts	3233	SF		
0401	T	52	03	01	04 Pintles	68	TON		
0401	T	52	03	01	05 Flat Jacks	158	EA		
0401	T	52	03	01	06 Outfitting Shells for Installation	6	EA		
0401	T	52	03	01	07 Load Out Shells	6	EA		
0401	T	52	03	01	08 Transport Shells to Position	6	EA		
0401	T	52	03	01	09 Lift, Position & Install Shells	6	EA		
0401	T	52	03	01	10 Tremie Concrete - Sill	26045	CY		
* 0401	T	52	03	02	Lower Pier Shell				
0401	T	52	03	02	01 Concrete	6100	CY		
0401	T	52	03	02	02 Reinforcing Steel	1363	TN		
0401	T	52	03	02	03 Pintles	58	TON		
0401	T	52	03	02	04 Flat Jacks	96	EA		
0401	T	52	03	02	05 Outfitting Shells for Installation	6	EA		
0401	T	52	03	02	06 Load Out Shells	6	EA		
0401	T	52	03	02	07 Transport Shells to Position	6	EA		
0401	T	52	03	02	08 Lift, Position & Install Shells	6	EA		
0401	T	52	03	02	09 Tremie Concrete - Lower Pier	10785	CY		
* 0401	T	52	03	03	Upper Pier Shell				
0401	T	52	03	03	01 Concrete	1760	CY		
0401	T	52	03	03	02 Reinforcing Steel	275	TN		
0401	T	52	03	03	03 Flat Jacks	48	EA		
0401	T	52	03	03	04 Maintenance Platform	16.25	TON		
0401	T	52	03	03	05 Outfitting Shells for Installation	6	EA		
0401	T	52	03	03	06 Load Out Shells	6	EA		
0401	T	52	03	03	07 Transport Shells to Position	6	EA		
0401	T	52	03	03	08 Lift, Position & Install Shells	6	EA		
0401	T	52	03	03	09 Concrete - Upper Pier Closure	207	CY		
* 0401	T	52	05		Metals				
0401	T	52	05	01	Tainter Gates				
0401	T	52	05	01	01 Shop Fabrication	5	EA		
0401	T	52	05	01	02 Field Fabrication and Assembly	5	EA		
0401	T	52	05	01	03 Installation	5	EA		
0401	T	52	05	01	04 Install Gate Appurtenances	5	EA		
0401	T	52	05	01	05 Operating Machinery	5	EA		
0401	T	52	05	01	06 Hydraulic Cylinders	10	EA		
0401	T	52	05	01	07 Surface Prep and Painting	5	EA		

0401 T 52 05 01 08	Miscellaneous Metals -- Dam	15 TON		
* 0401 T 52 15	Mechanical			
0401 T 52 15 00 01	Compressed Air	LS		
0401 T 52 15 00 02	Non-Potable Water	LS		
0401 T 52 15 00 03	Hydraulic System	LS		
* 0401 T 52 16	Electrical			
0401 T 52 16 00 01	Electrical Distribution	LS		
0401 T 52 16 00 02	Power For Hydraulic Pumps	LS		
0401 T 52 16 00 03	Power for Machine House HVAC	LS		
0401 T 52 16 00 04	Branch Wiring and Devices	LS		
0401 T 52 16 00 05	Grounding / Lightning Protection	LS		
0401 T 52 16 00 06	Lighting Fixtures (Less Pier)	LS		
0401 T 52 16 00 07	Signal and Comm. Systems	LS		
0401 T 52 16 00 08	Control Panel Wiring	LS		
0401 T 52 16 00 09	PLC and Programming	LS		
0401 T 52 16 00 10	I/O, Field Devices and Wiring	LS		
0401 T 52 16 00 11	Cathodic Protection System	LS		
0401 T 52 16 00 12	Exterior (Pier) Lighting	LS		
* 0401 T 99	Associated General Items			
0401 T 99 01	Machine Houses and Misc. Const.	LS		
0401 T 99 02	Trunnion Girders			
0401 T 99 02 00 01	Concrete	387 CY		
0401 T 99 02 00 02	Trunnion Gdr Erection and Stress	10 EA		
0401 T 99 02 00 03	Prestressing Steel Support Fram	76022 LBS		
0401 T 99 03	Structure/Foundation Instrumentation	LS		
0401 T 99 04	Misc. Metals (Handrails, Stairs, Ladders..etc.)	LS		

Navigable Pass

0401 N 11	Foundation Work			
* 0401 N 11 02	Sitework			
0401 N 11 02 00 01	Reconfigure TG Frames	372 TON		
0401 N 11 02 00 02	General handling of frames	96 HR		
0401 N 11 02 00 03	Piling Materials	90284 VLF		
0401 N 11 02 00 04	Pile Driving	90284 VLF		
0401 N 11 02 00 05	Pile Testing	LS		
0401 N 11 02 00 06	Pile Anchorage at Shells	972 TON		
0401 N 11 02 00 07	Fab and Install Geotextile Fabric	160250 SF		
* 0401 N 12	Seepage Control			

0401 N 12 02 Sitework					
0401 N 12 02 00 01	Sheet Piling	116418	SF		
0401 N 12 02 00 02	Master Piles	988	TN		
0401 N 12 02 00 03	Pile Driving	116418	SF		
0401 N 12 02 00 04	Drainage System (Piping, etc.)	12	EA		
0401 N 42 Fixed Weir (Weir and Abutm'ts)					
* 0401 N 42 01	Right Boat Abutment Shell				
0401 N 42 01 00 01	Concrete	1169	CY		
0401 N 42 01 00 02	Reinforcing Steel	158	TN		
0401 N 42 01 00 03	Outfitting Shells for Installation	1	EA		
0401 N 42 01 00 04	Load Out Shells	1	EA		
0401 N 42 01 00 05	Transport Shells to Position	1	EA		
0401 N 42 01 00 06	Lift, Position & Install Shells	1	EA		
0401 N 42 01 00 07	Tremie Concrete	1359	CY		
* 0401 N 42 02	Left Boat Abutment Shell				
0401 N 42 02 00 01	Concrete	1791	CY		
0401 N 42 02 00 02	Reinforcing Steel	174	TN		
0401 N 42 02 00 03	Outfitting Shells for Installation	1	EA		
0401 N 42 02 00 04	Load Out Shells	1	EA		
0401 N 42 02 00 05	Transport Shells to Position	1	EA		
0401 N 42 02 00 06	Lift, Position & Install Shells	1	EA		
0401 N 42 02 00 07	Tremie Concrete	1208	CY		
* 0401 N 42 03	Sheet Pile Cells/Fixed Wier Mods				
0401 N 42 03 00 01	Cut Off - Establish T.O.P. Elev.	759	LF		
0401 N 42 03 00 02	Excavate Interior of Cells	7200	CY		
0401 N 42 03 00 03	Unload barge, haul to fill area	8384	CY		
0401 N 42 03 00 04	Spread at fill area	8384	CY		
0401 N 42 03 00 05	Concrete Caps - mat'l & inst	2255	CY		
0401 N 52 Concrete Dam Overflow Section					
* 0401 N 52 01	Paving Blocks - Nav. Pass				
0401 N 52 01 00 01	Purchase/Fabrication of Frame	600	TON		
0401 N 52 01 00 02	Concrete	14473	CY		
0401 N 52 01 00 03	Reinforcing Steel	694	TN		
0401 N 52 01 00 04	Outfitting Shells for Installation	13	EA		
0401 N 52 01 00 05	Load Out Shells	13	EA		
0401 N 52 01 00 06	Transport Shells to Position	13	EA		

0401 N 52 01 00 07	Lift, Position & Install Shells	13	EA		
* 0401 N 52 02	Shells - Nav. Pass				
0401 N 52 02 00 01	Lifting and Tremie Frame		LS		
0401 N 52 02 00 02	Concrete	20075	CY		
0401 N 52 02 00 03	Reinforcing Steel	3508	TN		
0401 N 52 02 00 04	Outfitting Shells for Installation	12	EA		
0401 N 52 02 00 05	Load Out Shells	12	EA		
0401 N 52 02 00 06	Transport Shells to Position	12	EA		
0401 N 52 02 00 07	Lift, Position & Install Shells	12	EA		
0401 N 52 02 00 08	Tremie Concrete - Nav. Pass	32168	CY		
* 0401 N 52 03	Wicket Gates				
0401 N 52 03 00 01	Wicket	141	EA		
0401 N 52 03 00 02	Hurter	141	EA		
0401 N 52 03 00 03	Castings	141	EA		
0401 N 52 03 00 04	Bushings	141	EA		
0401 N 52 03 00 05	Pins & Retainers (Stainless)	141	EA		
0401 N 52 03 00 06	Installation at Dam Site	141	EA		
* 0401 N 99	Associated General Items				
0401 N 99 00 00 01	Wicket Pit Display Pit		LS		
0401 N 99 00 00 02	Maintenance Box	1	EA		
0401 N 99 00 00 03	Wicket Blanks	5	EA		
0401 N 99 00 00 04	Wicket Gate Needles	139	EA		
0401 N 99 00 00 05	Spare Wicket Gates	20	EA		
0401 N 99 00 00 06	TG Cylinder Pin Temp Platform	1	EA		
0401 N 99 00 00 07	Isolation Joint Lock and TG		LS		
0401 N 99 00 00 08	Isolation Joint TG and NP		LS		
0401 N 99 00 00 09	Isolation Joint LBA & Fixed weir		LS		
0401 N 99 00 00 10	Isolation Joint Mono. 12 and LBA		LS		
0401 N 99 03	Structure/Foundation Instrumentation		LS		
* 0401 G 99	Associated General Items				
0401 G 99 01	Tremie Concrete Test Pit		LS		
0401 G 99 02	Maint. and Ops. of the Resident Engr's Office	72	MOS		
0401 G 99 03	Mowing				
0401 G 99 03 01	Mow Access Road	36	EA		
0401 G 99 03 02	Mow Hillside	18	EA		
0401 G 99 03 03	Mow Entrance Road	126	EA		

* 0401 S 99 04 Stone Protection				
0401 S 99 04 01	15,720-pound Riprap		18720 TON	_____
0401 S 99 04 02	10,799-pound Riprap		58050 TON	_____
0401 S 99 04 03	5,529-pound Riprap		31400 TON	_____
0401 S 99 04 04	3,200-pound Riprap		140000 TON	_____
0401 S 99 04 05	2,333-pound Riprap		39000 TON	_____
0401 S 99 04 06	1,638-pound Riprap		54000 TON	_____
0401 S 99 04 07	691-pound Riprap		116000 TON	_____
0401 S 99 04 08	Selected Fill Aggregate #6		200000 TON	_____
0401 S 99 04 09	Drainage Stone Aggregate #1		150000 TON	_____
0401 S 99 04 10	Leveling Aggregate #7		260000 TON	_____
* 0401 G 99 05 Hydrographic Surveys				
0401 G 99 05 01	Mobilization for Scour Monitoring Surveys		20 EA	_____
0401 G 99 05 02	Scour Monitoring Surveys		40 EA	_____
* 0401 G 99 06 Miscellaneous Lock Work				
			LS	_____

Sub-Total _____

Home Office Overhead _____

Sub-Total _____

3% Base Fee _____

Award Fee _____

Total Cost _____

SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **ROBERT A. ROWLETTE, JR., Colonel,**

Corps of Engineers, Commander and District Engineer and shall not be binding until so approved.

(End of clause)

The following have been deleted:

52.232-20 Limitation Of Cost

APR 1984

(End of Summary of Changes)

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Amendment #0007
SECTION 00800

SPECIAL CLAUSES
11/01

PART 1 GENERAL

1.1 REFERENCES - NOT USED

1.2 SUBMITTALS

Government approval/acceptance is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Pollution Prevention Plan; G

Safety Specialist Qualifications; G

***1**

Accident Prevention Plan-including Activity Hazard Analysis (AHA)
Alt. I ***1**

Drug Free Work Place - See Section 0700 Clause 52.223.6; G

SD-05 Design Data

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Activity Environmental Analysis;

SD-11 Closeout Submittals

As-Built Drawings; G

*7

1.3 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK *7

The Contractor shall be required to commence work under this contract within 10 calendar days after the date the Contractor receives the **first Work Authorization Document (WAD) (Ref. 00800-1.87)**, prosecute said work diligently, and complete the entire work ready for use not later than **[blank to be filled in at award] (Ref. 00115-2.3H)** calendar days after date of receipt of **first WAD**. The time stated for completion shall include as-built drawings, O&M manuals, operational tests/reports/training/instructions, equipment lists, and final cleanup of the premises. The work associated with the Locks shall be scheduled to be completed and ready for use no later than 550 calendar days after date of receipt of **WAD for lock work.** *7

1.4 NOT USED

1.5 NOT USED

1.6 SCHEDULE FOR RIVER WORK

No work in the river will be required during the period between 01 December through 15 June inclusive. The Contractor may, however, perform work in the river during all or any part of this period upon giving prior written notice to and receiving approval from the Contracting Officer.

1.7 CONTRACT DRAWINGS AND SPECIFICATIONS

a. At award, the Government will furnish the Contractor a compact disk containing all technical contract documents. This disk will include a complete set of drawing files and technical specification files which have all amendments incorporated. The disk will contain drawing files in CALS Type 4 format and technical specifications in PDF format.

The CALS files and the PDF files are being provided for the Contractor's use in printing hard copies of contract documents.

In addition, native CADD files and Specsintact files are provided in accordance with "AS-BUILTS DOCUMENTS" paragraph for the Contractor's use in developing as-built plans and specifications.

b. The Contractor shall--

(1) Check all drawings furnished on the CD-ROM immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer in writing that the drawings have been checked and describe any of the discrepancies;

(4) Reproduce and print contract drawings and specifications as needed.

c. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or 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.

d. The work shall conform to the specifications and the contract drawings identified on index of drawings **at the beginning of each volume of drawings (Sheet X-1, X-2, X-3, X-4 and X-4A).**

1.8 AS-BUILT DOCUMENTS

1.8.1 General.

This section covers the completion of as-built drawings and as-built specifications, as a requirement of the contract.

1.8.1.1 As-Built Drawings

An as-built drawing is a construction drawing revised to reflect the final as-built conditions of the project because of modifications, changes, corrections to the project design required during construction, submittals and extensions of design. The term "red line mark-ups" are field changes used to revise contract drawings to be used for the "RECORD DRAWING AS-BUILTS".

1.8.1.2 As-Built Specifications:

As-built specifications are the construction specifications as modified by changes (contract mods, and approved variations from the construction specifications which did not result in contract mods).

1.8.2 Maintenance of Working As-Built Drawings

***1**

The Contractor shall revise 2 sets of paper prints by red-line process to show the as-built conditions during the prosecution of the project. These as-built marked prints shall be kept current on a weekly basis and available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. Changes must be reflected on all sheets affected by the change. The working as-built marked prints will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor before submission of each monthly **voucher**. The working as-built mark-ups shall show the following information, but not be limited thereto: ***1**

a. The actual location, kinds and sizes of all sub-surface utility

lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

b. The location and dimensions of any changes within the building structure.

c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.

d. Additional as-built information that exceeds the detail shown on the Contract Drawings. These as-built conditions include those that reflect structural details, fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations and layouts, equipment, sizes, mechanical room layouts and other extensions of design, that were not shown in the original contract documents because the exact details were not known until after the time of approved shop drawings. It is recognized that these shop drawing submittals (revised showing as-built conditions) will serve as the as-built record without actual incorporation into the contract drawings. All such shop drawing submittals must include, along with the hard copy of the drawings, CADD files of the shop drawings in a commercially available digital format, compatible with the Using Agency System (see paragraph "Computer Aided Design and Drafting (CADD) Drawings"). All shop drawings which require submittal of CADD files are indicated in the submittal register located at the end of this section.

e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.

f. Changes or modifications which result from the final inspection.

g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the red line mark-ups.

h. Since borrow material for this project is from sources on Government property, or since Government property is used as a spoil area, the Contractor shall furnish an aerial bathymetric map of the entire site to include the disposal area at the start of construction and at the completion.

i. If fire protection and fire detection related systems are included in this project, the as-built shop drawings will include detailed information for all aspects of the systems including wiring, piping, and equipment drawings.

The Contractor will be provided files at the beginning of construction for use during the construction phase which are to be maintained during construction and for the preparation of as-builts. The Contractor shall enter changes and corrections on blue line prints on a weekly basis in

accordance with Paragraph "Maintenance of Working As-Built Drawings" and provide to the contracting officer to use in updating the CADD as-built drawings on a monthly basis. The paper documents shall be available at all times and shall be provided promptly to the Contracting Officer when requested.

*1

1.8.3 Scheduling and Cost of Preparing As-Built Drawings

The Contractor shall include in his schedule of values, the cost of as-built document preparation. This value shall include all requirements of this clause:

- maintenance of working as-built drawings (red-line mark-ups)
- maintenance of working as-built specifications
- conversion of submittals and other miscellaneous documents into electronic files
- creation of "Record As-Built Specifications" (MicroSoft Word specifications or by manually prepared documents as specified herein.)
- creation of a CD containing all required files.
- submittal of as-built documents in the required media forms and numbers of copies *1

1.8.4 Not used.

1.8.5 Preparation of Final As-Built Drawings.

In the event the Contractor accomplishes additional work which changes the as-built conditions of the facility, after final submission of the working as-built drawings, he shall be responsible for the addition of these changes to the working as-built red line mark-ups and also to the final as-built documents.

1.8.6 Markings and Indicators

Changes shall be annotated with a triangle and sequential number at the following locations:

- a. bottom of the revised detail
- b. right hand and bottom border aligned with the revised detail
- c. the revision block of the title block.

Separate markings shall be made for each modification negotiated into the contract.

1.8.7 Preparation of Final As-Built Specifications

Final as-built specifications shall be prepared in Specsintact and the electronic files shall be placed on the same CD-ROM that contains the as-built CADD files, if applicable. The front sheet of the specifications shall contain an identification which clearly labels the specifications as representing as-built conditions and shall be dated with the date of the submittal.

1.8.8 Preparation of Other As-Built Documents

All other non-electronic documents which may include design analysis, catalog cuts, certification documents that are not available in native electronic format shall be scanned and provided in an organized manner in Adobe .pdf format.

1.8.9 Submittal of Final As-Built Documents

At the time of Beneficial Occupancy of the project, Final As-Built documents shall be provided to the Contracting Officer in the formats described in paragraph "Computer Aided Design and Drafting (CADD)".

1.8.10 Not used

1.8.11 Not used

1.9 NOT USED.

1.10 EQUIPMENT DATA

***1**

Real Property Equipment.

Contractor shall be required to make an Equipment-in-Place list of all installed equipment furnished under this contract **in accordance with Clause 52.295-5**. This list shall include all information usually listed on manufacturer's name plate. The list shall also include the cost of each piece of installed property F.O.B. construction site. For each of the items which is specified herein to be guaranteed for a specified period from the date of acceptance thereof, the following information shall be given: The name, serial and model number address of equipment supplier, or manufacturer originating the guaranteed item. Furnish the list as one (1) reproducible and three (3) copies to the Contracting Officer thirty (30) calendar days before completion of any segment of the contract work which has an incremental completion date. ***1**

Maintenance and Parts Data.

The Contractor will be required to furnish a brochure, catalog cut, parts list, manufacturer's data sheet or other publication which will show detailed parts data on all other equipment subject to repair and maintenance procedures not otherwise required in Operations and Maintenance Manuals specified elsewhere in this contract. Distribution of directives shall follow the same requirements as listed in paragraph above.

1.11 PHYSICAL DATA ***7**

***1**

Data and information furnished or referred to below is furnished for the Contractor's information. ***1**

Physical Conditions indicated on the drawings and in the specifications are the result of site investigations by surveys, borings, test pits and probings. Driving records for cofferdam sheet piling and H-piling for the Locks, cores and soil samples from results of site investigations are

available for inspection at various locations in the Louisville area, subject to prior arrangement at the Office of the District Engineer, Engineering Division, Jeff Schaefer, 600 Dr. Martin Luther King, Jr. Place, Louisville, Kentucky 40201, (502) 315-6452.

Weather Conditions. The Contractor shall make his own investigations as to weather conditions at the site. Data may be obtained from various National Weather Service offices located generally at airports of principal cities, the nearest to this project being:

NWS Office NOAA
Airport Terminal Building
Paducah, KY 42001

Historical data for all areas may be obtained from:

U. S. Department of Commerce
National Climatic Center
Federal Building
Asheville, N. C. 28801

*1

Transportation Facilities. Roads and railroads in the general area are shown on the drawings. Access ways shall be investigated by the Contractor to satisfy himself as to their existence and allowable use. The Contractor will be held responsible for any and all damages attributable to the actions of the Contractor, his subcontractors, and his suppliers outside the limits of construction shown on the drawings or designated by the Contracting Officer. This shall include damage to existing roads, drainage structures, electric or telephone facilities, pavement and other structures and facilities. All such damage shall be repaired to the satisfaction of the proper municipal or state authorities by the Contractor.

All hauling over roads to and from the project will be subject to the approval of the proper municipal or state authorities, and the Contractor shall make the necessary arrangements, with such authorities for the use of such roads and shall comply with their requirements in connection with such use.

*1

The Contractor will not be allowed to bring any construction equipment and/or materials through the Village of Olmsted. The vehicle size limitation allowed to travel through Olmsted is a pickup truck or smaller. No truck traffic is allowed through the Village of Olmsted.

Current River Mapping. The existing hydrographic mapping shown on the drawings is 1997 river contours. Plan development utilized available hydrographic mapping at the time of plan preparation, and does not fully reflect all channel changes at the time of construction. Data from the most recent comprehensive hydrographic survey, conducted May 2002, is included in digital format with this package for the bidder's information. See Attachment 4 on the CD. Data from previous comprehensive surveys is available upon request. The contractor will be required to map the river prior to any excavation. See specification section 01351 for specific details.

Hydraulic studies. The effect of Olmsted Dam construction activities on river conditions and channel bed stability by monthly period (June to November) has been analyzed and the results are available from the Corps of Engineer at the Office of the District Engineer, Engineering Division, Attn: Hydrology and Hydraulic Design Section, 600 Dr. Martin Luther King, Jr. Place, Louisville, Kentucky 40201, (502)315-6458

River Conditions. Computed flow, velocity, and water surface slope data for the Ohio river in the vicinity of Olmsted is available for the period of record (October 1966 to Present) from the Corps of Engineers at the Office of the District Engineer, Engineering Division, Attn: Hydrology and Hydraulic Design Section, 600 Dr. Martin Luther King, Jr. Place, Louisville, Kentucky, 40201, (502)315-6458

Hydrographs are provided in the drawings, and a table is included for your information showing river elevation exceedence percentages by month based upon the computed elevations. The elevation is computed by interpolating between the L&D 53 gage reading and the Cairo gage reading. The elevation of water surface at Olmsted is used to compute the cross-sectional area and cross-sectional averaged velocity of the water. Available slope data are the water surface slopes from L&D 53 to Cairo in feet per mile units. Available velocity data is the computed cross-sectional averaged velocity at the centerline of the future dam. The area/elevation tables used to calculate these velocities take into account the approximate condition of the cofferdam and locks on the date of the gage input. It was assumed that the lock miter gates were closed for these computations. The velocities are computed by dividing the flow by the cross-sectional area of the water. It should be noted that local velocities in deeper portions of the river and near structures will be higher than the cross-sectional averaged velocities.

In addition to the above river characteristics, the Contractor must be fully aware of the visibility characteristics of the river. The Contractor shall ensure that river visibility is taken into full account in planning and developing safe procedures and in carrying out all underwater construction activities and in monitoring and reporting of such.

The Contractor is responsible for taking all necessary preventative measures to protect completed in-the-river work. Construction activities will affect the river flow which may in turn cause some localized scouring or siltation. The Contractor shall be required to place articulated mats in such areas in order to prevent damage to permanent works and to protect work in progress.

In the reaches downstream of Smithland Lock & Dam, silt, sand and gravel movement is regularly experienced, especially during periods of high flows. Sediment dunes (also termed sand waves) have been observed downstream of Smithland Lock & Dam and have also been found at the Olmsted site. The dunes have been measured at approximately 10 - 20 feet high and move downstream over periods of several months.

Physical model experiments were performed at the US Army Engineer Research and Development Center to analyze localized river conditions and trends at the dam site. The experiments included testing of some general deflector

arrangements prior to placement of tainter gate shells, and also analysis of localized flow conditions during tainter gate shell placement. The experimental data and reports on findings from these experiments are included on the CD of this bid package for the Bidder's information. See Attachments 1, 2, and 3 for Reports.

ELEVATION-FREQUENCY TABLE ATTACHED AT THE END OF SECTION 00800

LOCKS AND APPROACH WALLS CONSTRUCTION PROGRESS PHOTOGRAPHS. Monthly Construction Progress Photographs of the Locks and Approach Walls contracts are available by reviewing the Olmsted website at the following specific web address. All available photos can be found by starting at this web page. <http://www.lrl.usace.army.mil/olmsted/ceorlcdo.htm>.

*1

DESIGN MEMORANDUM: The complete index for, "Lower Ohio River Navigation System, Locks and Dam #52 & #53 Replacement Project, DM No. 8" is attached at the end of this section. These volumes serve as the design analysis and calculations to support this solicitation. Copies are available for viewing at the Louisville District Office.

*1

AVAILABILITY OF LOCKS. The Contractor shall be permitted to utilize the lock chambers once Massman Construction Company has completed the Maintenance and Operating Bulkheads contract in the summer of 2004 and the upstream (river) side of Cells 1 through 5 for fleeting of his floating plant while at the Olmsted site except when the lock is being used for navigation purposes. The opening to the Mooring Area shall not be blocked by the Contractor's plant if he elects to utilize the upstream side of cells 1 thru 5. Locking will only occur when construction of the dam requires locking. Access to the lock chambers is subject to river conditions (see Hydrographs). Top of lock walls is at El. 310. Anytime the river elevation reaches El. 304 the contractor will be required to remove his floating plant from the lock unless otherwise directed by the Contracting Officer or unless the 3-day forecast indicates the river will not rise above El. 306. The floating approach walls will not be allowed to be used for mooring of the contractor's fleet. All loading and off loading of supplies shall be done on Cells 1 through 5 and Cells 47 through 50. Loading and off loading will not be allowed from the landwall of the lock or from any of the floating approach walls or within the fleet mooring area.

The Contractor will be responsible for repairing all damage to the locks resulting from his use of these areas for construction activities in a manner approved by the Contracting Officer prior to commencement of the repairs. The Contractor will also be responsible for cleaning the lock chamber floors of all material that may have fallen off of barges during his material loading and unloading construction activities. The Contractor is alerted to review the requirements and limitations indicated in Specification Section 1130, ENVIRONMENT PROTECTION, regarding fleeting, mooring and work in the area of the Chestnut Hills Nature Preserve, and in the areas of mussel beds located downstream of the project. Mooring of contractor's equipment will be allowed at the four new mooring cells located downstream of the locks.

During construction of the dam the existing lock structure and elevators are not needed for access to work areas for the dam will be off limits to

construction personnel. This also includes the control center area.

1.12 UTILITIES *7

a. Availability and Use of Utility Services

*1

(1) The Contractor will have access to a 69 KV line built by AmerenCIPS for his electrical power service requirements for the Dam Construction. Power from the Locks will not be available to the Contractor. Any existing aerial lock lighting utilized by the contractor will be inspected by the Contracting Officer at the end of construction and replaced to the satisfaction of the Contracting Officer if needed. Currently adequate power (over 5,000 KW) exists at the site for most construction operations. Any additional power requirements needed by the Contractor will be his responsibility. This can be with generators or contacting AmerenCIPS. For service contract: AmerenCIPS, 334 North Illinois Avenue, Carbondale, Illinois 62901, Telephone 618-351-5501, POC Harry McLeod. The Contractor is responsible for his own water requirements for the Dam Construction. The Contractor will be allowed to connect on to the Corps of Engineers 4" waterline. Contact Village of Olmsted for water rates and connection fees; telephone 618-742-6487. *1

(2) The Contractor, in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

b. Alterations to Utilities

Where changes and relocations of utility lines are noted to be performed by others, the Contractor shall give the Contracting Officer at least thirty (30) days written notice in advance of the time that the change or relocation is required. In the event that, after the expiration of thirty (30) days after the receipt of such notice by the Contracting Officer, such utility lines have not been changed or relocated and delay is occasioned to the completion of the work under contract, the Contractor will be entitled to a time extension equal to the period of time lost by the Contractor after the expiration of said thirty (30) day period.

c. Interruptions of Utilities at Olmsted Site

(1) No utility services shall be interrupted by the Contractor to make connections, to relocate, or for any purpose without approval of the Contracting Officer.

(2) Request for Permission to shut down services shall be submitted in writing to the Contracting Officer not less than seventeen (17) days before date of proposed interruption. The request shall give the following information:

(a) Nature of Utility (Gas, L.P. or H.P., Water, etc.)

- (b) Size of line and location of shutoff;
- (c) Buildings and services affected.
- (d) Hours and date of shutoff.
- (e) Estimated length of time services will be interrupted.

(3) Services shall not be shutoff until receipt of approval of the proposed hours and date from the Contracting Officer.

*1

(4) Shutoffs which will cause interruption of Government work operations as determined by the Contracting Officer shall be accomplished during regular non-work hours or on non-work days of the Using Agency. *1

(5) Operation of valves on water mains will be by Government personnel. Where shutoff of water lines interrupts service to fire hydrants or fire sprinkler systems, the Contractor shall arrange his operations and have sufficient material and personnel available to complete the work without undue delay or to restore service without delay in event of emergency.

1.13 NOT USED

*1

1.14 LAYOUT OF WORK

The Contractor shall lay out its work from Government-established coordinates and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them.

*1

1.15 NOT USED

1.16 PERFORMANCE OF WORK BY THE CONTRACTOR

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

a. For purposes of this paragraph "WORK BY THE CONTRACTOR" is defined as prime Contractor direct contract labor (including testing and layout personnel), exclusive of other general condition or field overhead personnel, material, equipment, or subcontractors. The "TOTAL AMOUNT OF WORK" is defined as total direct contract labor (including testing and layout personnel), exclusive of other general condition or field overhead personnel, material, or equipment.

b. Within 7 days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Contracting Officer a completed SF 1413, "Statement and Acknowledgment." The form shall include the subcontractor's acknowledgement of the inclusion in his subcontract of the clauses of this contract entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act-Overtime Compensation," "Apprentices and Trainees," "Compliance with Copeland Regulations," "Withholding of Funds," "Subcontracts," "Contract Termination-Debarment," and "Payrolls and Basic Records." Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government.

1.17 SUPERINTENDENCE OF SUBCONTRACTORS

*1

a. The Contractor shall be required to furnish the following: *1

If more than 50 percent and less than 60 percent 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.

b. If the Contracting Officer, at any time after 50 percent of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirements 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.

1.18 ADDITIONAL SECURITY AND IDENTIFICATION OF EMPLOYEES.

A minimum of one guard will be required twenty-four (24) hours a day seven (7) days a week for the life of the project, to provide site security. The Contractor may be required at times to increase his security at the site to include the control of all personnel and deliveries to the site by the use of guards and check points, including the inspection of vehicles. Additional security may be required at various times based on terrorist threats.

The Contractor may be responsible for furnishing an identification badge/card to each employee prior to the employees work on-site, and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of the employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

1.19 NOT USED

1.20 WARRANTY OF CONSTRUCTION *7

a. General Requirements

*1

(1) In addition to any other warranties in this contract, the Contractor warrants, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(2) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(a) Obtain all warranties that would be given in normal commercial practice;

(b) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(c) Provide names, addresses, and telephone numbers of all subcontractors, equipment suppliers, or manufacturers with specific designation of their area of responsibilities if they are to be contacted directly on warranty corrections; and

(d) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(3) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(4) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(5) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

b. Equipment Warranty Identification Tags

(1) The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which he has installed.

(a) The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

accordance with the "Warranty Service Priority List" and the three categories of priorities listed below. *1

First Priority Code 1 Perform on site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion or relief.

Second Priority Code 2 Perform on site inspection to evaluate situation, determine course of action, initiate work within 48 hours and work continuously to completion or relief.

Third Priority Code 3 All other work to be initiated within 5 work days and work continuously to completion or relief.

The "Warranty Service Priority List" is as follows:

Code 1 Electrical

- a. Power failure to any one of the dam piers
- b. Closed Circuit Television
- c. Public Address System

Code 2 Electrical

- a. Receptacle and lights
- b. Fire alarm systems
- c. Telephone

Code 1 Heat

Code 1 Dam Operating, Control and Sensing Equipment (Electrical & Hydraulic)

Code 2 Plumbing

- a. Water valves, drains, supply line or water pipe leaking

Code 1 Roof Leaks

Temporary repairs will be made where major damage to property is occurring

Code 2 Roof Leaks

Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis

Code 2 Air Exhaust System

Code 3 Dam Instrumentation System

Code 3 Cathodic Protection

(1) Should parts be required to complete the work and the parts are not immediately available, the Contractor shall have a maximum of 12 hours

after arrival at the job site to provide the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractors proposals shall include a firm date and time that the required parts shall be available on site to complete the permanent warranty repair. The Contracting Officer or an authorized representative designated in writing by the Contracting Officer, will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition. Alternatives considered by the Contracting Officer or an authorized representative designated in writing by the Contracting Officer will include the alternative for the Contractor to "Do Nothing" while waiting until the required parts are available to perform permanent warranty repair. Negotiating a proposal which will require Government participation and the expenditure of Government funds shall constitute a separate procurement action by the using service.

*7

d. Fixed-Price Contract Warranty

In addition to all requirements identified above, the standard contract warranty period shall be not less than one year from date of acceptance for fixed-price subcontracts.

*7

1.21 Not used

*1

1.22 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION

a. The Government will pay all costs for the mobilization and demobilization of all of the fixed price sub-contractor's plant and equipment at the contract lump sum price for this item.

(1) Eighty percent of the lump sum price upon completion of the Contractor's mobilization at the work site.

(2) The remaining percent upon completion of demobilization.

b. The Contracting Officer may require the sub-contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraph 1.22a(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (1) above of this clause is not subject to appeal. *1

*3

1.23 *3 SALVAGE MATERIALS AND EQUIPMENT *3

The Contractor shall maintain adequate property control records of all materials or equipment as specified in FAR Subpart 45.5 "Management of Government Property in Possession of the Contractor." An Advance Agreement is required for Government Property Management per Section 00115 paragraph 2.7.

See Section 02220 for the items to be salvaged. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment. The Government will seek an equitable cost adjustment for all salvaged materials and equipment damaged during salvage operations or while in the contractor's care as a result of negligence.

All other Government property/equipment shall be removed/salvaged/scrapped as specified in FAR 45.6 "Reporting, Redistribution and Disposal of Contractor Inventory". FAR 45.610 "Sale of Surplus Contractor Inventory" will be followed with the proceeds from any sale being credited to the cost of the work.

The details of this entire process will be developed in an Advance Agreement.

*3

1.24 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY

*1

a. The Government will furnish to the Contractor the property identified in the Schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished at the place specified below. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work, unless otherwise indicated in this contract.

*1

*4

Approximately 1,700 pieces of PS27.5, 100'-109' in length and 100 wyes are available in the Storage Yard on Kentucky Bank. See Sheet X-22 A Reference Drawings.

Twenty cofferdam steel deflector frames are available for use by the contractor during the construction of the dam as a flow deflector. It is located in the Storage yard on the Kentucky Bank. Also there are 62 pipe piles and 170 PZ-22 sheets available as shown on reference sheet X-22A. Once the construction of the dam is complete the steel deflector frame shall be removed from the project site by the contractor.

*4

The contractor will take possession from Massman Construction Company the maintenance bulkheads (2-38 ft (weight 243 tons each), 1-18 ft (weight 176 tons), 1-11 ft (weight 114 tons)) steel maintenance bulkheads, 110 feet long. These bulkheads are to be used for construction of the tainter gates. Once construction of the tainter gates is complete the contractor shall recondition (required structural repairs) and total repainting of these bulkheads which would entail removing/blasting off all existing paint and reapplying the entire paint system (5-E-Z) per Spec Section 09965 Painting: Hydraulic Structures, and store bulkheads at the Smithland Lock and Dam Gate Storage Facility. Lifting of the bulkheads off barges at Smithland will be required. The Contractor shall also supply proper dunnage material to place under and between the stored bulkheads as well as tie down cables and clamps.

1.25 AGGREGATE SOURCES

Aggregates may be furnished from any source designated by the Contractor and approved by the Contracting Officer, subject to the conditions hereinafter stated. Additionally, a list of aggregate sources from the region surrounding the Olmsted site was published in the Concrete Materials Design Memorandum No. 4 (DM No. 4), dated October 1990. DM No. 4 is available for review in the Louisville District Office; please contact Mr. David Kiefer at 502-315-6445. At the time when DM No. 4 was being prepared, these sources were capable of furnishing aggregate of the quality required for construction of the Olmsted Locks concrete, when suitably processed. No guarantee is given or implied that any of the sources listed in DM No. 4 are currently capable of producing aggregates that meet the required quality stated in the technical specifications. If the Contractor proposes to construct portions of the Dam at a site remote from the Olmsted site, no aggregate source information is available from the Government.

Source. Within 60 days after award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he proposes to furnish aggregates. If the Contractor proposes to furnish aggregates from a source or from sources not listed above, he may designate only a single source or single combination of sources for aggregates. Samples for acceptance testing shall be provided as required by the technical portions of these specifications.

Listing of a concrete aggregate source in DM No. 4 is not to be construed as approval of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for concrete aggregate as determined by the Contracting Officer. Materials produced from listed sources shall meet all requirements of the technical portions of these specifications.

1.26 PROJECT SIGN

The Contractor shall furnish and erect at the location directed one project sign.

Exact placement location will be designated by the Contracting Officer. The panel sizes and graphic formats have been standardized for visual consistency throughout all Corps operations.

Panels are fabricated using HDO plywood with dimensional lumber uprights and bracing.

All legends are to be painted in the sizes and styles as specified by the graphic formats shown at the end of this section. The signs (including back and edges), posts and braces shall be given two coats of Benjamin Moore No. 120-60 poly-silicone enamel or approved equal before lettering. The 4' x 4' right section of the project sign shall be white with black lettering. The 2' x 4' left section shall be Communication Red (CR) with white lettering. Paint colors shall be as follow:

Black - Federal Standard 595a Color Number 27038
White - Federal Standard 595a Color Number 27875
Red - PANTONE 032

An example of the sign including mounting and fabrication details are also provided at the end of this section.

Name of the project shall be as follows:

OHIO RIVER LOCKS AND DAM 52 AND 53
REPLACEMENT PROJECT
(OLMSTED LOCKS AND DAM)
DAM CONSTRUCTION

Name of the designer shall be as follows:

JACOBS/GERWICK JOINT VENTURE
ST. LOUIS, MISSOURI

Erection and Maintenance.

*1

a. The sign shall be erected at the designated location. The sign shall be plumb and backfill of post holes shall be well tamped to properly support the sign in position throughout the life of the contract. The sign shall be maintained in good condition until completion of the contract, and shall be removed from the site upon completion of work under the contract.

*1

b. The Corps of Engineers logo and the Jacobs/Gerwick logo will be provided by the Contracting Officer.

1.27 NOT USED

1.28 WAGE RATES

*1

A Project Wage Decision has been **provided by** the Department of Labor for this contract. The classifications and wage rates to be incorporated in the Project Wage Decision are applicable to this contract only, and reflect the minimum wages to be paid for work performed in Pulaski County, Illinois, Ballard County, Kentucky, and in the Ohio River between the

extreme boundaries of the above listed counties.

Wage Decisions attached at the end of Section 00800 are: General Wage Decision IL030016 and Service Wage Determination 94-2309 Rev (26). *1

1.29 PURCHASE ORDERS

*1

In addition to the advance notification/consent requirements on subcontracts discussed in FAR 52.244-4, Section 00700, the Contractor will also be required to provide five copies of all purchase orders, for items requiring shop inspection, showing firm names and addresses, shall be submitted to the Contracting Officer when orders for materials are placed. Orders shall be so worded or marked that each item, piece or member can be definitely identified on the drawings. *1

1.30 INTERFERENCE WITH TRAFFIC AND PUBLIC AND PRIVATE PROPERTY.

a. The Contractor at all times shall dispose his plant and conduct the work in such manner as to cause as little interference as possible with private and public travel. Damage (other than that resulting from normal wear and tear) to roads, shall be repaired to as good a condition as they were prior to the beginning of work and to the satisfaction of the Contracting Officer.

b. The Contractor shall provide and maintain as may be required by the State of Illinois, Department of Transportation, proper barricades, fences, danger signals and lights, provide a sufficient number of watchmen, and take such other precautions as may be necessary to protect life, property and structures, and shall be liable for and hold the Government free and harmless from all damages occasioned in any way by his act or neglect, or that of his agents, employees, or workmen.

1.31 SEQUENCE OF WORK.

As many as three separate construction contracts will be concurrent with, or overlap the Dam Construction contract; the ongoing Approach Walls Contract, ongoing Operating and Maintenance Bulkhead Contract, and the future Buildings and Grounds contract. The Service Mound Area El. 345 will not be available for use by Dam contractor; this is the flat area that currently only has the ROSS Building on it. The contractor will be allowed to construct the wicket gate test section in this area but not to use the area for storage or parking. Therefore coordination and cooperation between contractors shall be required.

The Contractor is alerted to review the requirements and limitations indicated in the Specification Section 1130, ENVIRONMENTAL PROTECTION, regarding fleeting, mooring and work in the area of the Chestnut Hills Nature Preserve, and in the areas of mussel beds located downstream of the project.

The Contractor is alerted to review the requirements indicated in the Specification Section 01710 Execution Requirements For Construction. The Contractor shall pay particular attention to paragraph 1.12 Sequencing & Scheduling.

1.32 GOVERNMENT FIELD OFFICE FACILITIES AND SERVICES.

General. The Government Field Office Facilities are located as shown on the drawings. Beginning on the Notice To Proceed Date the Dam Construction Project Contractor will become responsible for maintenance of the Government Field Office Facilities. Maintenance shall include any normal repairs needed to keep the office functioning properly, including but not limited to cleaning and greasing equipment and replacing filters as needed on a regular basis. The Contractor shall set up a 24 hour repair service phone number which can be called by Government personnel in order to have maintenance problems repaired by the next day, this includes the public restrooms and overlook area. The Floor Plan, Building Elevations, Laboratory Plan, and Site Plan, are in the Reference Drawings.

1.32.1 Janitor Service

The Contractor shall furnish daily janitorial services for the Government office, Laboratory, and overlook restrooms and perform normal maintenance of these facilities and grounds and weekly janitorial services for the control room including restrooms and lunch room located in the lock structure as deemed necessary by the Contracting Officer starting at Notice to Proceed and continuing for the life of the contract. The supply of all cleaning equipment and materials shall be the responsibility of the Contractor. Services need only be performed four hours a day, five days a week, which is sufficient to maintain a clean office. Toilet facilities shall be kept clean and sanitary at all times. Toilet paper, hand soap, paper towels, and other materials the Contracting Officer determines necessary to provide sanitary facilities shall be in such a manner to least interfere with the operations, but will be accomplished during normal working hours. Services shall be accomplished to the satisfaction of the Contracting Officer. The Contractor will include items such as furnace filters, paper towels, soap, toilet paper, cleaning supplies and light bulbs. (The Government estimates these items to cost approximately \$3,200 per year.)

The Contractor shall also provide daily trash collection and clean-up of the Government buildings and adjacent outside areas, snow and ice removal from office and parking areas, and the access road from the county road. The Contractor shall dispose of all discarded debris, aggregate samples and concrete test samples, all in a manner approved by the Contracting Officer.

1.32.2 Maintenance of Established Turf Area

The Contractor shall provide personnel and equipment for mowing and trimming grass as scheduled below (drawing shown in "Remarks" are provided in Plans as Reference Drawings in Volume 7 of 7 unless noted otherwise):

LOCATION	TIME FRAME	REMARKS
Each side of access road from STA 10+00 to 30+00 to tree line; also the area	4 times per season as directed by the Contracting Officer	See Drawing C-5, "PLAN DAM ACCESS ROAD" in VOL 7 of 7;

designated as Storage
Area for Government Salvage
including lateral field
along Access Road

See Drawing X-5,
"LOCATION PLAN AND
VICINITY MAP" in VOL
7 of 7

Slope and hill side between
Resident Engineer's Office
and Lock Structure, EL 420
and below including mound
area.

2 times per season
as directed by the
Contracting Officer

See Drawing X-10,
"CONCRETE TEST AREA"
in VOL 7 of 7; areas
to be mowed are
roughly delineated
by areas C2, C3, and
C4 on drawing

Along entrance road and
around Resident Engineers
Office and Overlook

Twice a month between
March & November

See Drawing C-2A,
"SITE PLAN" in VOL
7 of 7

Mowing shall include the clean up of the grass from the hard surfaces and killing of weeds that grow in graveled areas under the fence and along the riprap ditch lines. Trimming around the office, sidewalks, signs, concrete security blocks, guardrails and roses will be required with each mowing. The roses will also be trimmed each fall. All debris will be discarded in a manner approved by the Contracting Officer.

1.32.3 Locks

Maintenance of the Olmsted Locks will be accomplished by Government forces with the exception of the control room as mentioned above in para. 1.32.2.

1.32.4 Overlook Area

In addition to the requirements mentioned above, the Contractor shall provide daily clean-up and trash collection of the overlook area.

1.32.5 Trash Pickup

The Contractor will be responsible for trash pick-up.

1.32.6 Field Office Located at Pre-Cast Yard (If Located Off Site)

The Contractor shall furnish a field office located at the Pre-Cast Yard (if the yard is located off site) with a minimum of 300 sq. ft. free office space for the exclusive use of the Government inspectors. It shall be watertight, lockable, with open/close windows, properly heated, with electrical hookup, adequately lighted, with wall receptacles, ventilated, air conditioned, and furnished with 2 lockable desks (30" x 60"), with swivel chairs, two filing cabinets, (with 4 drawers each), 2 (30" x 60") table, plan table with stool, 8 straight back chairs, small refrigerator, microwave oven, two connected telephones, an additional telephone line for a fax machine, one additional telephone line for data transmission, and one port-o-let.

The contractor shall provide a phone and desk space for the government inspector for inspection of the tainter gates at an off-site location.

The Contractor shall budget \$5,000.00 to be used for computers, a fax machine, printers and other electronic devices to be used by the Government. The specifications for this equipment will be provided when the equipment is needed.

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1.33 NOT USED

1.34 EQUIPMENT AND OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)
EFAR 52.231-5000.

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

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

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

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

*3

e. The contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of SPECIAL CONTRACT REQUIREMENT: EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. A copy of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule" is available for review at the office of the

District Engineer, Room 821, 600 Dr. Martin Luther King, Jr. Place,
Louisville, Kentucky, or a copy may be ordered from the Government Printing
Office at a cost of \$11.00 by calling telephone no. (301) 953-7974. *3

Address to Order: U.S. Government Printing Office
Document Warehouse
8160 Cherry Lane
Laurel, MD 20707

Vol No.	Stock No.
1	008-022-00254-5
2	008-022-00255-3
3	008-022-00256-1
4	008-022-00257-0
5	008-022-00258-8
6	008-022-00259-6
7	008-022-00260-0
8	008-022-00261-8
9	008-022-00262-6
10	008-022-00263-4
11	008-022-00264-2
12	008-022-00265-1

1.35 NOT USED

1.36 ILLINOIS RETAILER'S OCCUPATIONAL TAX AND USE TAX.

a. The contract to be awarded will be a construction contract between the construction Contractor and the United States Government. As contemplated by 86 Illinois Administrative Code, Section 130.2075, sales of materials to construction Contractors for incorporation into real estate owned by exclusively charitable, religious or educational institutions or organizations, or for incorporation into real estate owned by governmental bodies, are exempt from Retailers' Occupational Tax and Use Tax. However, sales, of tools, fuel, lumber for forms and other end use or consumption items to construction Contractors who do not incorporate these items into real estate are taxable sales. A supplier claiming exemption hereunder shall have among his records a certification from the purchasing Contractor stating that his purchases are for conversion into real estate under a contract with a church, charity, school, or governmental body, identifying the church, charity, school or governmental body that is involved by name and address and stating on what date his contract was entered into.

b. The person claiming the exemption has the burden of proving that the Contractor's customer qualifies as an exclusively charitable, religious or educational organization or institution, or as a governmental body. In case of doubt on this point, the Contractor's customer shall obtain a ruling from the Illinois Department of Revenue.

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c. Prior to award of a contract, the successful **Offeror** shall furnish a break-out to be incorporated into the contract separately pricing (1) materials to be incorporated into the structure or improvement to real

estate, (2) services and other obligations of the construction contract,
and (3) total **estimated cost.** *1

1.37 **STATE TAXES**

*4

The Contractor is responsible for compliance with all applicable laws governing state taxes. As set forth in Para. 1.36, above, materials incorporated into the Olmsted project may be exempt from Illinois taxation provided those materials are permanently placed in that portion of the project within the state boundaries of Illinois. An Illinois tax exemption number may be obtained from the Contracting Officer for this purpose. However, most of the project is located in the Commonwealth of Kentucky and the Illinois exemption does not apply outside the Illinois State boundary. Note approximate state line shown on drawing X-6. Similarly, equipment purchases by the Contractor, in the State of Illinois, for and titled in the name of the United State Government, is exempt from Illinois taxes. Purchases so made must be accompanied by a letter from the United States Government authorizing its purchase for title in the U.S. Government's name and containing the Illinois State exemption number. Exemption from other states laws relating to taxation may be available on a state-by-state basis but must first be confirmed with the individual state's Department of Revenue. *4

1.38 NOT USED

1.39 PROGRESS PHOTOGRAPHS

PROGRESS PHOTOGRAPHS. The Contractor shall, during the progress of the work, furnish the Contracting Officer Kodak Compatible Photo CD master disc, photographs, slides and negatives depicting construction progress. The photographic work furnished shall be commercial quality as determined by the Contracting Officer. The photography shall be performed between the first and fifth of each month and the photographs, slides and negatives delivered to the Contracting Officer no later than the 15th of each month taken. A maximum of twenty views from different positions shall be taken as directed to show, inasmuch as possible, work accomplished during the previous month. Where appropriate take pictures from the same locations as the previous month. If the work is occurring at multiple work sites, there shall be a minimum of six photos from each major site. At least, on (1) set of photographs, slides and negatives will be made at completion of the contract, after final inspection by the Contracting Officer. Additionally, aerial photographs shall be furnished quarterly (IE Mar., June., Sept. & Dec.) and shall cover both on site work and remote work sites. The photographs shall be 8"x10" color prints and the slides 35 mm color. Each photograph and slide shall be identified on the face of the picture or the border of the slide giving date made, contract title and number, location of work, as well as a brief description of work depicted. Each negative will be identified with the same information on a sheet of paper by cross-referencing to the number on the negative. The photo CD images shall be in *.PCD format and along with the CD, an electronic file shall be submitted containing the information below on each photo taken. One CD and two copies of photographs and slides, along with the original negatives of each view taken, shall be furnished to the Contracting Officer by the time stipulated above.

Electronic Photo CD Label File named for the month and year it applies shall contain the following for each photo.

- Contract N. and description
- Photo file name
- Negative cross reference number
- Photo date and time to the nearest hour minimum
- Photographer
- Description of the photo
- Site Location
- Location on site of the photo to include the direction of the view
- Schedule activity ID of work being depicted

*3 *1

1.40 PAYMENT FOR MATERIALS DELIVERED AND PROGRESS PAYMENTS OFFSITE

Materials delivered to the Contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions are fulfilled. Payment for items delivered to locations other than the worksite will be limited to:

(1) Materials required by the technical provisions.

(2) Materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

Progress payments and payments for materials delivered offsite will be made subject to FAR 52.216-7. *1

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*7

1.41 *7 INSURANCE UNDER COST-REIMBURSEMENT CONTRACTS *7

Cost-reimbursement contracts (and subcontracts, if the terms of the prime contract are extended to the subcontract) require the types of insurance listed in 1.41 B., with the minimum amounts of liability indicated. (See 1.41 C. for self-insurance.)

1.41 A. GROUP INSURANCE PLANS

(a) Prior approval requirement. Under cost-reimbursement contracts, before buying insurance under a group insurance plan, the contractor must submit the plan for approval, in accordance with agency regulations. Any change in benefits provided under an approved plan that can reasonably be expected to increase significantly the cost to the Government requires similar approval.

(b) Premium refunds or credits. The plan shall provide for the Government to share in any premium refunds or credits paid or otherwise allowed to the contractor. In determining the extent of the Government's share in any premium refunds or credits, any special reserves and other refunds to which the contractor may be entitled in the future shall be taken into account.

1.41 B. LIABILITY

(a) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General liability.

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) Automobile liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

1.41 C. SELF INSURANCE

(a) When it is anticipated that 50 percent or more of the self-insurance costs to be incurred at a segment of a contractor's business will be allocable to negotiated Government contracts, and the self-insurance costs at the segment for the contractor's fiscal year are expected to be \$200,000 or more, the contractor shall submit, in writing, information on its proposed self-insurance program to the administrative contracting officer and obtain that official's approval of the program. The submission shall be by segment or segments of the contractor's business to which the program applies and shall include-

(1) A complete description of the program, including any resolution of the board of directors authorizing and adopting coverage, including types of risks, limits of coverage, assignments of safety and loss control, and legal service responsibilities;

- (2) If available, the corporate insurance manual and organization chart detailing fiscal responsibilities for insurance;
- (3) The terms regarding insurance coverage for any Government property;
- (4) The contractor's latest financial statements;
- (5) Any self-insurance feasibility studies or insurance market surveys reporting comparative alternatives;
- (6) Loss history, premiums history, and industry ratios;
- (7) A formula for establishing reserves, including percentage variations between losses paid and losses reserved;
- (8) Claims administration policy, practices, and procedures;
- (9) The method of calculating the projected average loss; and
- (10) A disclosure of all captive insurance company and reinsurance agreements, including methods of computing cost.

(b) Programs of self-insurance covering a contractor's insurable risks, including the deductible portion of purchased insurance, may be approved when examination of a program indicates that its application is in the Government's interest. Agencies shall not approve a program of self-insurance for workers' compensation in a jurisdiction where workers' compensation does not completely cover the employer's liability to employees, unless the contractor-

- (1) Maintains an approved program of self-insurance for any employer's liability not so covered; or
- (2) Shows that the combined cost to the Government of self-insurance for workers' compensation and commercial insurance for employer's liability will not exceed the cost of covering both kinds of risk by commercial insurance.

(c) Once the administrative contracting officer has approved a program, the contractor must submit to that official for approval any major proposed changes to the program. Any program approval may be withdrawn if a contracting officer finds that either-

- (1) Any part of a program does not comply with the requirements of this subpart or
- (2) Conditions or situations existing at the time of approval that were a basis for original approval of the program have changed to the extent that a program change is necessary.

(d) To qualify for a self-insurance program, a contractor must demonstrate ability to sustain the potential losses involved. In making the determination, the contracting officer shall consider the following factors:

- (1) The soundness of the contractor's financial condition, including available lines of credit.
- (2) The geographic dispersion of assets, so that the potential of a single loss depleting all the assets is unlikely.
- (3) The history of previous losses, including frequency of occurrence and the financial impact of each loss.
- (4) The type and magnitude of risk, such as minor coverage for the deductible portion of purchased insurance or major coverage for hazardous risks.
- (5) The contractor's compliance with Federal and State laws and regulations.

(e) Agencies shall not approve a program of self-insurance for catastrophic risks. Should performance of Government contracts create the risk of catastrophic losses, the Government may, to the extent authorized by law, agree to indemnify the contractor or recognize an appropriate share of

premiums for purchased insurance, or both.

(f) Self-insurance programs to protect a contractor against the costs of correcting its own defects in materials or workmanship shall not be approved. For these purposes, normal rework estimates and warranty costs will not be considered self-insurance.

1.42 *7 ADDITIONAL INSURANCE-UNDER A COST-REIMBURSEMENT CONTRACT *7

The Contractor shall, provide and maintain during the entire performance of the contract at least the kinds and minimum amounts of insurance required in 1.41 B., or elsewhere in the contract.

(1) In addition to the insurance required in 1.41 B. and elsewhere in this contract Property Damage General Liability Insurance coverage shall be furnished in limits of not less than \$5,000,000 per occurrence.

(2) The Government will self insure all Government owned equipment.

(3) In addition to the insurance required in 1.41 B. and elsewhere in this contract, Marine Liability Insurance shall be furnished in a limit of not less than \$1,000,000.00 per accident for property damage.

(4) In addition to the insurance required in 1.41 B. and elsewhere in this contract, Pollution Insurance (oil spills, etc.) shall be furnished in a limit of not less than \$1,000,000.00 per accident.

(5) In addition to the insurance required in 1.41 B. and elsewhere in this contract, Builder's Risk Insurance shall be furnished in a limit of not less then \$5,000,000. A deductible of \$250,000 is acceptable.

Before commencing work under this contract, the Contractor shall submit to the Contracting Officer in writing that the required insurance Certification has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

1.42 A. FIXED PRICE SUBCONTRACT INSURANCE REQUIREMENTS

In addition to any other contract requirements, see note at end of section 00010, the contractor shall require all fixed price subcontractors to insert the substance of this clause, including this paragraph, in subcontracts under this contract, that require work on a Government

installation and shall require subcontractors to provide and maintain at least the minimum insurance required in 1.41 B. or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request. *7

1.43 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER. ER 415-1-15
*1

This provision specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied: *1

The weather experienced at the project sites during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Olmsted project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

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

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	10	9	8	7	6	6	5	5	5	8	11

MONTHLY ANTICIPATED ADVERSE WEATHER CONDITION DELAY WORK DAYS BASED ON (6) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
9	9	8	7	6	5	5	4	4	4	7	9

MONTHLY ANTICIPATED ADVERSE WEATHER CONDITION DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
8	7	6	6	5	4	4	4	4	4	6	8

If the Contractor proposes to construct the Navigable Pass or Tainter Gate sections at a Prefabrication Yard at a location other than the Olmsted site he shall provide the proposed location of the remote Prefabrication Yard site to the Government in his proposal. An additional set of monthly anticipated weather condition delay work days, appropriate for the proposed site, will be provided by the Government after contract award.

*1

Adverse river conditions can also affect the various construction activities in the river. The conditions will be evaluated against the following table which shows limiting river conditions for major in river construction activities. If the limiting criteria are exceeded during the period between 16 June and 30 November inclusive, and cumulative delays to the project occur exceeding 5% of the construction period, and the delay effects 50% of the work on critical activities, then a time extension may be granted. This criteria provides no guarantee that construction can be accomplished in these conditions and additional protective measures may be needed. The Contractor will be required to compute the average velocity of the river in accordance with Section 01351, Underwater Survey, River Monitoring, And Scour Repair Section 3.5. *1

Conditions for Work In-the River	Limiting Criteria
Maximum Average River Velocity for Placing Shells	6 ft per sec (Approx. 4 MPH)
Maximum River Stage for Placing Shells (Other than Nav Pass Shells #3 through #11)	El 312
Maximum River Stage for Placing Nav Pass Shells #3 through #11 (due to closure of locks) for Unrestricted Navigation	El 306
Minimum River Stage for Placing Shells (Other than the Left Boat Abutment)	El 283
Minimum River Stage for Placing the Left Boat Abutment	El 285
Maximum River Stage for Installing Tainter Gate	El 301
Contractor is responsible for providing a 4'tall splash board at the top of the downstream maintenance bulkhead.	
Maximum River Stage for Installing Upper Pier Wall Shells	El 306
Maximum Average River Velocity for Installing Tainter Gates	5 ft per sec (Approx. 3 MPH)
Maximum Average River Velocity for Pile Driving	6 ft per sec (Approx. 4 MPH)
Maximum Average River Elevation for Pile Driving	El 315
Maximum Average River Velocity for Backfill Placement	6 ft per sec (Approx. 4 MPH)
Maximum Average River Elevation for Backfill Placement	El 316
Maximum Average River Velocity for Dredging	6 ft per sec (Approx. 4 MPH)
Maximum River Stage for Dredging	El 316

Adverse river slope and stage can also affect the contractors operations in the river. If this occurs the conditions will be evaluated against the following table which shows abnormal high river elevations and slope gradients for each month; the data provided represents an approximation of the statistical second standard deviation above the mean. The data in the table therefore represent conditions which would be considered abnormal. If either condition is met and a delay to the project occurs, then a time extension will be granted. The slope gradient is expressed in feet/mile where the slope is defined by the readings at Lock 53 lower gage and Cairo gage.

Month	Elev	Slope
Jan	323	0.36
Feb	325	0.36
Mar	325	0.33
Apr	325	0.25
May	325	0.22
Jun	320	0.20
Jul	310	0.19
Aug	305	0.22
Sep	305	0.22
Oct	305	0.28
Nov	310	0.27
Dec	320	0.34

***1**

Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more on the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days, If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the Contracting Officer will convert any qualifying delays to work days, giving full consideration for equivalent fair weather work days, and issue a **time extension.**

***1**

The anticipated adverse weather work days listed above are based on days with precipitation greater than 0.1 inch and/or maximum temperature below 32 degrees F. The numbers shown represent the number of work days normally expected to have these particular weather conditions based on historical data obtained from the "Climatology of the United States No. 20". The actual number of days will vary. This information is furnished for computation of possible time extensions due to weather delays and is not intended to imply that no work can be done on these days. The Contractor shall make his own determination of the effect of these conditions on his operations under this contract, and schedule his work accordingly.

1.44 USE OF INCLINOMETER FOR LONG BED DUMP TRUCKS (DACF BULLETIN 25 MARCH 1993)

The recommendation of EM 385-1-1, Section 16.B.15, is mandatory for this project.

1.45 AVAILABILITY OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1).

As covered by CONTRACT CLAUSE "ACCIDENT PREVENTION", compliance with EM 385-1-1 is a requirement for this contract. The plan shall include, but is not limited to, each of the topic areas listed in Appendix A. Copies may be purchased for \$31.00 each at the following address:

United States Government Bookstore
Room 118, Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222-4003
Telephone: (412) 395-5021 FAX: (412) 395-4547

Or downloaded from the following website:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

The Activity Hazard Analysis, AHA, form contained in the Safety Manual EM 385-1-1 has been replaced with the form attached at the end of this section. A word document of the form can also be received from the Corps field office. The contractor will be required to use this latest version containing Risk Assessment.

In the AHA a detail listing of work and hazardous activities must be included. Detailed site specific hazards and controls shall be provided in the AHA for each phase of the operation.

1.46 FIRE PROTECTION DURING CONSTRUCTION (MIL-HDBK-1008B PARA. 2.9.2)(15 APRIL 1991)

The Contractor is alerted to the requirements of Contract Clause "CLEANING UP" and more specifically to the requirements for fire protection during construction spelled out in EM 385-1-1 and NFPA No. 241 Building Construction and Demolition Operations. This item must be covered in the submittal required under Contract Clause "ACCIDENT PREVENTION".

1.47 HAUL ROADS

Whenever practical, one-way haul roads shall be used on this contract. Haul roads built and maintained for this work shall comply with the following:

a. One-way haul roads for off-the road equipment; e.g., belly dumps, scrapers, and off-the-road trucks shall have a minimum usable width of 25 ft. One-way haul roads for over-the-road haulage equipment only (e.g., dump trucks, etc.) may be reduced to a usable width of 15 ft. When the Contracting Officer determines that it is impractical to obtain the required width for one-way haul roads (e.g., a road on top of a levee), a

usable width of not less than 10 ft. may be approved by the Contracting Officer, provided a positive means of traffic control is implemented. Such positive means shall be signs, signals, and/or signalman and an effective means of speed control.

b. Two-way haul roads for off-the-road haulage equipment shall have a usable width of 60 ft. Two-way haul roads for over-the-road haulage equipment only may be reduced to a usable width of 30 ft.

c. Haul roads shall be graded and otherwise maintained to keep the surface free from potholes, ruts, and similar conditions that could result in unsafe operation.

d. Grades and curves shall allow a minimum sight distance of 200 ft. for one-way roads and 300 ft. for two-way roads. Sight distance is defined as the centerline distance an equipment operator (4.5 ft. above the road surface) can see an object 4.5 ft. above the road surface. When conditions make it impractical to obtain the required sight distance (e.g., ramps over levees), a positive means of traffic control shall be implemented.

e. Dust abatement shall permit observation of objects on the roadway at a minimum distance of 300 ft.

f. Haul roads shall have the edges of the usable portion marked with posts at intervals of 50 ft. on curves and 200 ft. maximum elsewhere. Such markers shall extend 6 ft. above the road surface and, for nighttime haulage, be provided with reflectors in both directions.

1.48 NOT USED

1.49 NOT USED

1.50 CONSTRUCTION HAZARD COMMUNICATION

The Contractor is required to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1926.59). This standard is designed to inform workers of safe and appropriate methods of working with hazardous substances in the workplace. The standard has five requirements, and every hazardous or potentially hazardous substance used or stored in the work area is subject to all five. They are:

(1) Hazard Evaluation. Any company that produces or imports a chemical or compound must conduct a hazard evaluation of the substance to determine its potential health or physical hazard. The hazard evaluation consists of an investigation of all the available scientific evidence about the substance. The Contractor is required to assure that all producers (manufacturer/distributors) have performed these evaluations and transmit the required information with any hazardous materials being used or stored on the project site. From the hazard evaluation, a substance may be classified as a health hazard, or a physical hazard. These classifications are then further broken down according to type:

Health Hazards

Physical Hazards

Carcinogens	Combustible liquids
Irritants	Compressed gases
Sensitizers	Explosives
Corrosives	Flammables
Toxic substances	Organic peroxides
Highly toxic substances	Unstable substances
Substances harmful to specific organs or parts of the body	Water-reactive substances

(2) Warning Labels. If a chemical is hazardous or potentially hazardous, the producer or importer must affix a warning label to every container of that chemical before it leaves his facility. The Contractor must assure these labels are attached and legible. The label must identify the chemical, state the hazard, and give the name and address of the producer or importer. If the hazardous substance is transferred to another container, that container must then be labeled, tagged, or marked with the name of the chemical and the appropriate hazard warning. Warning labels should be replaced immediately if they are defaced or removed.

(3) Material Safety Data Sheets. The producer or importer must also supply a material safety data sheet (MSDS). The Contractor must keep these available in the work area where the substance is used, so that the people using the substance can easily review important safety and health information, such as:

The hazard possible from misuse of the substance
Precautions necessary for use, handling, and storage
Emergency procedures for leaks, spills, fire and first aid
Useful facts about the substance's physical or chemical properties

(4) Work Area Specific Training. Because of hazardous substance may react differently depending on how it is used or the environment of the work area, the Contractor must conduct work area specific training; special training which takes the Contractor's operations, environment, and work policies into consideration. Work area training presents:

The hazardous substances which are present in the work place and the hazards they pose

Ways to protect against those hazards, such as protective equipment, emergency procedures, and safe handling

Where the MSDS's are kept, and an explanation of the labeling system
Where the Contractor's written Hazard Communication Program is located

(5) The Written Hazard Communication Program. In accordance with OSHA requirements, the Contractor must prepare a written Hazard Communication Program. This document will be included in the Contractor's Accident Prevention Plan. This document states how the Contractor plans to ensure that hazardous materials are appropriately labeled, how and where MSDS's will be maintained, and how employees will be provided with specific information and training.

1.51 NOT USED.

1.52 MECHANICAL ROOM LAYOUT (ORL).

Detailed mechanical room layout drawings shall be submitted for approval in accordance with SD-04 Section 01330. Layout drawings shall show location and maintenance clearances for all mechanical room equipment, and all utility runs/chases for mechanical, electrical, telephone and other similar systems. Drawings shall be submitted at the same time as the submittals for the equipment to be located within the mechanical room. These rooms include 4-Machinery House Middle Piers, 2-Machinery House End Piers, and 2-Void Rooms (located in the locks).

1.53 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7013

(a) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulas and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the

commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-priced contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the right to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restrictions; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written

permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another part, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluation or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such a financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data.

The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentations):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development,

manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical

data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Market with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. the license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in

technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data.

All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data.

The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of the clause, technical data that the Contractor assets should be furnished to the

Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (see Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical Data to be Furnished With Restrictions*	Asserted Basis for Assertion**	Name of Person Rights Category***	Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such terms, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's right should be restricted.

***Enter asserted rights category (e.g. government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements.

The Contractor, and its subcontractor or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause: the limited rights legend at paragraph (f)(3) of this clause: or the special license rights legend at paragraph (f)(4) of this clause, and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions.

The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings.

Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings.

Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above name Contractor.

(End of legend)

(4) Special license rights markings.

(I) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____)Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause)_.

(5) Pre-existing data markings.

If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records.

Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause, and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings.

The rights and obligations of the parties regarding the validation of restrictive markings or technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings.

A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(I) Relation to patents.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other with otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(I) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(I) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers

shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

1.54 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGEND DFARS 252.227-7025

(a)(1) For contracts requiring the delivery of technical data, the terms, "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends.

The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends.

The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends.

The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license.

Such data or software may not be release or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data of software.

(c) Indemnification and creation of third party beneficiary rights.

The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

1.55 NOT USED.

1.56 NOT USED.

1.57 PARTNERING

*1

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Corps of Engineers, the Contractor, primary subcontractors and the designers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary.

*1

1.58 ACTIVITY ENVIRONMENTAL ANALYSIS

Before starting any major phase of the work, an Activity Environmental Analysis shall be developed by the contractor and reviewed with the Government Representative. A major phase of the work is defined as an operation involving a type of work not previously experienced which

presents possible sources of adverse environmental effects. This analysis will evaluate potential environmental consequences of the activity and the techniques which will be utilized to accomplish the work in an acceptable manner. This analysis includes: (1) the phase or activity of work; (2) the potential environmental consequences of the activity; (3) precautionary actions to prevent adverse environmental impacts; (4) actions in the event of an environmental incident; and (5) the appropriate reference to Federal, State, or Local standards, regulations, or laws.

1.59 NOT USED.

1.60 DAMAGE TO WORK (ORL)

*4

The responsibility for damage to any part of the permanent work shall be as set forth in CONTRACT CLAUSE: See Section 0700 FAR 52.236 PERMITS AND RESPONSIBILITIES. However, if in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made.

*4

*5

1.61 *5 CONTINUING CONTRACTS (MAR 1995) EFARS 52.232-5001.

6 May 2002 *5

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

b. It is estimated that the sum of \$25,000,000 will be reserved for this contract for payments to the Contractor during fiscal year 2004. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a cost adjustment under the terms of this contract except as specifically provided in paragraphs 1.61.f and 1.61.i below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

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

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

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

g. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any cost adjustment under CONTRACT CLAUSE: SUSPENSION OF WORK or in any other manner under this contract.

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

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

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

*5

1.62 OBSTRUCTION OF NAVIGABLE WATERWAYS

a. The Contractor shall--

(1) Promptly recover and remove any material, plant, machinery, or appliance which the Contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be

dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions until the same are removed.

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

*1

(4) River traffic shall not be stopped at any time during the construction period. *1

(5) The Contractor is responsible for ensuring that all floating equipment and mooring lines are located outside the nominated Traffic Navigation Area. The contractor is responsible for providing two buoys in the river prior to start of construction each year. The contractor will meet with the Contracting Officer, Coast Guard and Lockmaster prior to starting work each river season.

b. The Contracting Officer may--

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph a. above of this clause; and

*1

(2) **In the case of negligence**, deduct the cost of removal from any monies due or to become due to the Contractor; or

*1

c. The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et.seq.).

d. Working In The River By The Contractor. The Contractor will not disrupt navigation without formal approval from the Contracting Officer, and only then with a clear and coordinated plan identifying areas and duration of construction activities see para. 1 (4) above for conflict. The Contractor is solely responsible for conducting his operations in such a manner as to avoid any interference with the safe and uninterrupted passage of all established river traffic. He shall be responsible for any action in connection with his operations, which causes interference with or prevents the safe passage of traffic past the site of work. The contractor will be required to work in the river during the five phases of the construction.

Phase 1 During Phase 1 the only river work will be the installation of mooring anchors and test driving of piles. During this river work the contractor shall provide a plan showing where and when he will be working in the river. If the contractor's plan reduces the width of the navigable pass below 1800' he will be required to let the Contracting Officer know 7 days ahead of time so that the Coast Guard can be notified as to how navigation traffic will need to pass the Olmsted site. Once the contractor has reduced the navigable pass width below 900' he will be required to have a helper boat and operators available 24 hours a day. The helper boat shall have a minimum of 800 horsepower. This boat shall have no other

duties.

Phase 2 During Phase 2 all navigation traffic will pass through the 1400' navigable pass. If the contractor's plan reduces the width of the navigable pass below 1400' he will be required to let the Contracting Officer know 7 days ahead of time so that the Coast Guard can be notified as to how navigation traffic will need to pass the Olmsted site. Once the contractor has reduced the navigable pass width below 900' he will be required to have a helper boat with operators available 24 hours a day. The helper boat shall have a minimum of 800 horsepower. This boat shall have no other duties.

If during Phase 2 construction; and navigation traffic is using the navigable pass and the contractor wishes to route traffic through the locks for a short period of time to eliminate the wakes by tows in the river for final grading, pile frames or for setting of a base shell the contractor needs to let the Contracting Officer know 72 hours ahead of time so that the Coast Guard can be notified as to how navigation traffic will need to pass the Olmsted site. The river elevation cannot be any higher than El. 304 based on the three day forecast for the locks to be used.

Phase 3 During Phase 3 all navigation traffic will pass through the 1400' navigable pass. If the contractor's plan reduces the width of the navigable pass below 900' he will be required to let the Contracting Officer know 7 days ahead of time so that the Coast Guard can be notified as to how navigation traffic will need to pass the Olmsted site. Once the contractor has reduced the navigable pass width below 900' he will be required to have his helper boat and operators available 24 hours a day. The helper boat shall have a minimum of 800 horsepower. This boat shall have no other duties.

If during Phase 3 construction; and navigation traffic is using the navigable pass and the contractor wishes to route traffic through the locks for a short period of time to eliminate the wakes by tows in the river for final grading, pile frames or for setting of a base shell the contractor needs to let the Contracting Officer know 72 hours ahead of time so that the Coast Guard can be notified as to how navigation traffic will need to pass the Olmsted site. The river elevation cannot be any higher than El. 304 based on the three day forecast.

*1

Phase 4 During Phase 4 all navigation traffic will be required to pass through the lock chambers unless the contractor's plan provides a navigable pass width of at least 700'. The Contractor shall notify in writing the Contracting Officer of his plan for Phase 4 construction so that the Coast Guard can be notified 72 hours in advance as to how navigation traffic will need to pass the Olmsted site. Also during the time when the navigation traffic is using the navigable pass and the navigable pass width is less than 900' the contractor will be required to have a helper boat and operators available 24 hours a day. The helper boat shall have a minimum of 800 horsepower. This boat shall have no other duties. If during phase 4 and navigation traffic is using the lock chambers and the river reaches El. 304 and the three day forecast indicates that the river will exceed El. 306 then the contractor will be required to remove enough of his floating plant in the river in order to provide a navigable pass width of 700'. Also the

contractor will be required to have a helper boat and operators available 24 hours a day during the time when the river is above El. 306 and locking cannot take place. The helper boat shall have a minimum of 800 horsepower.

This boat shall have no other duties. Once the river goes below El. 304 and the three day forecast indicates that the river will not go above El. 306 the contractor can resume work in the river. *1

If during Phase 4 construction navigation traffic is using the navigable pass and the contractor wishes to route traffic through the locks for a short period of time to eliminate the wakes by tows in the river for final grading, pile frames or for setting of a base shell the contractor needs to let the Contracting Officer know 72 hours ahead of time so that the Coast Guard can be notified as to how navigation traffic will need to pass the Olmsted site. The river elevation cannot be any higher than El. 304 based on the three day forecast.

Phase 5 During Phase 5 all navigation traffic will be required to pass through the lock chambers. Therefore the contractor will be required to keep both lock chambers open during this time. Any shells that will be required to be launched from the Illinois bank during this time the Contracting Officer will need to be notified at least 3 days in advance so that the Coast Guard can be notified to inform river traffic that lock closures will be needed. If during phase 5 the river reaches El. 304 and the three day forecast indicates that the river will exceed El. 306 then the contractor will be required to remove enough of his floating plant in the river in order to provide a navigable pass width of 700'. Also the contractor will be required to have a helper boat and operators available 24 hours a day during the time when the river is above El. 306 and locking cannot take place. The helper boat shall have a minimum of 800 horsepower.

This boat shall have no other duties. Once the river goes below El. 304 and the three day forecast indicates that the river will not go above El. 306 the contractor can resume work in the river. Once the navigable pass is complete locking of all river traffic will be required once the river drops below EL. 293.

1.63 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (Comdtinst M16672.2), or 33 CFR81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

1.64 NOT USED.

1.65 NOT USED.

1.66 NOT USED.

1.67 NOT USED.

1.68 NOT USED.

1.69 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS
(17 AUGUST 1998)

In Connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associated or consultants will be limited to individuals or firms that were specifically identified and agreed to during source selection. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

1.70 NOT USED.

1.71 ORDER OF PRECEDENCE

a. The contract includes the standard contract clauses and schedules current at the time of contract award. It entails, (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted in any way bears upon the terms of that agreement.

b. In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

1. Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.

*1

2. The provisions of the solicitations.

*1

3. All other provisions of the accepted proposal.

4. Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract, in the order of precedence herein.

1.72 NOT USED.

1.73 NOT USED.

1.74 POLLUTION PREVENTION PLAN

In accordance with the National Pollutant Discharge Elimination System (NPDES) Permit, a Pollution Prevention Plan has been developed as part of this project. This plan has been developed to meet the erosion and sediment control requirements for the State of Illinois. The Contractor will implement the Pollution Prevention Plan (PPP) that was prepared by the U.S. Army Corps of Engineers as shown on the plans, and as directed in these specifications. This PPP will be provided to the contractor as part of these documents must be implemented in accordance with the NPDES permit. A Notice of Intent (NOI) has been prepared by the U.S. Army Corps of Engineers and submitted to the State of Illinois. Commencement of any construction activity (ground disturbing activity) by the contractor shall not begin until 48-hours after the NOI letter has been postmarked. The Contractor shall maintain a copy of the State compliance letter, NPDES Permit and PPP at the construction site. Any changes made to the PPP must be documented and approved by the Contracting Officer. See Specifications Section 01130 Paragraph 1.5 for additional requirements.

1.75 NOT USED

1.76 NOT USED

1.77 NOT USED

***3**

1.78 ***3 NOT USED**

***3**

1.79 INSPECTION FACILITIES, CORPS WORKBOAT AND FLOATING DOCK

In order to facilitate inspection, the Contractor will be required to furnish the following items:

A. To furnish, on the request of the Contracting Officer or Government inspector, the use of such boats, boatmen, scales, equipment and crew of the plant as may be reasonably necessary in inspecting and supervising the work. This will be applicable at the Olmsted site and at the Prefabrication Yard site, if a remote Prefabrication Yard sit is used.

B. To furnish, on the request of the Contracting Officer or Government inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from various pieces of the plant. This includes the storage area on the Kentucky bank of the river. This will be applicable at the Olmsted site and at the Prefabrication Yard site, if a remote Prefabrication Yard site is used.

***1**

C. The Contractor shall furnish to the Government a 23ft (or larger) modified 5086 aluminum V hull workboat. This boat shall be in new condition and include a trailer and be delivered to the Olmsted Resident Office prior to the start of construction in the river. The boat shall be of standard design and certified by the Cost Guard for marine use. The Contractor

shall be responsible for all licensing of the boat and trailer. The purpose of this boat will be for transportation of Government personnel only. The boat will mainly be used by Government Inspectors for inspection of the dam construction but may also be used for inspection of other projects during the life of the contract. The Contractor shall be prepared to provide normal maintenance, fuel, service, and repair on the workboat during the life of the contract. Below are the minimum requirements for the workboat and the required options and accessories as listed by SeaArk Marine of Monticello, AR. The workboat and accessories shall be submitted and approved in writing by the Contracting Officer prior to purchase by the Contractor. The Government may wish to inspect the fabrication of the workboat during its construction and/or fit up. *1

Minimum Requirements for the Corps Workboat:

The workboat shall be similar in design to the Little Giant by SeaArk Marine and shall include similar standard equipment & construction details as listed by SeaArk Marine for their Little Giant Series. Include a 4-Man standard cabin with aft cabin bulkhead & door as well as front door with bow storage compartment and hatch.

Provide the workboat with 115 HP Dual Yamaha or equal 4 cycle outboard gas motors with platform and protection bar. Props shall turn in opposite directions of each other to reduce the cavitation effect.

Provide a custom fitted trailer w/ marine swivel jack and wheel, winch system, tie down cables and hooks, submersible tail lights, side load guides, spare tire and hydraulic surge breaks. The Contractor shall also install an adequate towing package to a Corps vehicle, which will adequately handle the workboat and trailer including all electrical, and hitch attachments needed.

20 OPTIONS & ACCESSORIES REQUIRED FOR THE WORKBOAT AS LISTED (BY SEARK MARINE)

- | | |
|---|--|
| 1. Six Stainless Steel 10" cleats. | 11. Hydraulic Trim Tabs. |
| 2. Bench Seating/ Storage Boxes
(2 outside cabin, one inside) | 12. Level floatation when
flooded. |
| 3. Square Bow & Push Knees with
high pattern bow rails. | 13. Lifting eyes |
| 4. Custom Paint & Lettering
(U.S. Army Corps of Engineers w/ castle) | 14. 6" Transducer well. |
| 5. Running and Anchor Lights. | 15. 30 Amp shore power outlet. |
| 6. Dual battery system. | 16. Two flood lights on
cabin roof. |
| 7. Minimum 30 gallon optional fuel tank. | 17. Anchor package. |
| 8. Emergency lights | 18. Stern mounted flag pole. |
| 9. Engine installations w/ all gauges,
& controls, wiring. | 19. 12V receptacle in cabin. |
| | 20. Replace Navigator seat
w/ bench |
10. Hydraulic steering.

Additional Required Options as listed by Overton of Greenville, NC or Equal

- Four Step Removable Gunwale Hook Ladder. Overton # 39993
- Eight Movable Polyform Fenders w/ Rail Fender Hangers. Overton #22269.
- Equip workboat with all necessary safety items as called for in EM385-1-1 including the following items:
 1. Fire Extinguisher, mounted to interior of cabin. Overton #29649
 2. Air Horn with refillable canister, holder mounted to interior of cabin ,Overton #31591
 3. Hand Held 12V Spot Light, mount light holder to cabin, Overton #34008
 4. Vest Storage Bag, Overton #37600
 5. First Aid Kit, mounted to interior of cabin.
 6. Telescoping Boat Hook and Paddle, mounted to outside of cabin, Overton #28653
 7. 24" Life Preserver Ring Buoy and S.S. Bracket installed to exterior of cabin. Overton #201071 & #25488
 8. 100' of 3/8" nylon rope in a vinyl bag.

The Contractor shall maintain fuel in the workboat fuel tank as needed for daily operation. The fuel tank shall be topped off once each week as a minimum.

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Prior to acceptance and delivery of the workboat, the Contractor and appropriate Government personnel shall conduct a shakedown test. Any items needing correction during this time shall be corrected prior to delivery. *1

D FLOATING DOCK

Within 90 days of Notice to Proceed, the Contractor shall start his design (for approval), of a floating dock with fenders, cleats, handrail, and galvanized or aluminum metal gangway produced by a commercial dock manufacturer. The dock shall be complete prior to acceptance of the Corps workboat as described in the previous paragraph. The floating dock will be used to tie off the Corps workboat and skiffs when not in use. The dock shall be equipped with a 30 Amp shore power supply and security lighting. The location and access of this dock and power supply run shall be determined during the design review period for the dock but will be located near Cells 1 thru 5 as seen in the attached sketches at the end of this section. The floating dock shall not be a barge but shall be designed and constructed as a floating dock for exclusive use by the Government. This dock shall remain the property of the Government. Final installation and access to the dock will also be the responsibility of the Contractor. This dock shall be properly maintained and repaired (if needed) by the Contractor for the life of the contract. The design shall take into account the overall river height fluctuation of 45ft, from elevation 330 down to elevation 285.

Floating Dock Design shall be consistent with requirements of "LAYOUT and DESIGN GUIDELINES FOR SMALL CRAFT BERTHING FACILITIES" published by the Department of Boating and Waterways, State of California, 1629 S Street, Sacramento, CA 95814.

The manufacturer/supplier of the dock and gangway shall have a minimum of 5 years continuous experience in commercial pier, dock or gangway fabrication

and may be required to submit a list of previous experience on similar projects.

The following items shall be submitted for review and approval prior to fabrication and erection: Dimensional layout of piers, docks, gangways and piles or anchorage systems to be furnished under this contract. Engineering calculations showing compliance with the design criteria specified above. All calculations will be stamped with the seal of a qualified licensed, professional engineer. Computations shall include as a minimum the following.

Compliance with combined live and dead load requirements considering both bending and deflection.

Compliance with freeboard requirements under normal load conditions.

Typical sections or details of the following:

Fixed piers, including pile connectors.

Floating docks, including flotation, and pile guides.

Finger dock or pier, including connection to main walkway.

Gangways, including connections to cells or fixed pier, handrails, and handicap ramps.

Anchorage system.

Utility hangar and access system for electrical from source to dock & lights.

Decking material and connection details.

Cleats-location and connection details Lighting details

E FLEET MOORING AREA SHORE POWER

In conjunction with the design of the floating dock the contractor shall start work on the fleet mooring area shore power. Provision for floating dock power requirements have been identified in the contract plans and specifications by which will allow both the floating dock and fleet mooring area to be operational prior to June 2005.

F UNDERWATER SURVEY EQUIPMENT

The Contractor shall provide along with the workboat a Model 825 portable survey recorder and optional software from Ross Laboratories, Inc. of Seattle, Washington or approved equal. The Transducer well of the workboat shall be utilized for this instrument. This equipment will remain the property of the Government but will be properly calibrated and maintained as recommended by the manufacturer for the life of the contract by the Contractor. See the following web address for additional information on the survey recorder by Ross, <http://www.rosslaboratories.com/>

1.80 SAFETY INCENTIVE CLAUSE

The Contractor shall provide a plan to encourage all employees to work safely. This plan shall be directed at the individual employee and shall be so designed such that it motivates all employees toward a safe work attitude. The plan shall be designed to be a positive incentive plan and must include a tangible reward and benefit to the individual employee

during the physical, construction work on site. The reward frequency shall be at least once a month. This "Work Safety Incentive Plan" must be integrated into the overall "Accident Prevention Plan" which must be accepted prior to start of construction. The "Work Safety Incentive Plan" shall indicate who will administer the program and provide discrete details on how it will be administered. The Government will have final approval of the Work Safety Incentive Plan.

1.81 NOT USED

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1.82 NOT USED

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1.83 ALLOCATION OF STRUCTURAL DESIGN RESPONSIBILITY FOR THE HEAVY LIFT OF DAM SEGMENTS.

Responsibility- The equipment, devices and procedures indicated on the above "F" series drawings are noted as generally conceptual in nature. General Notes on Sheet F-1 and F-2 and on several F drawings indicated the nature of each drawing. It is intended that the contractor strictly comply with the designs on these drawings and details that are not conceptual. Where drawings are noted as conceptual, the contractor is required to provide design and procedural details to supplement or replace the guidance indicated on the conceptual drawings details. See also Section 00800 para. 1.84 Supplemental Design for Heavy Lift.

Government Responsibility - If the contractor elected in his proposal package to perform in accordance with the conceptual drawing indications, the conceptual design on the indicated drawings (See notes on sheet F-2), will be completed to 100% by the Corps of Engineers after award for the contractor's use. Information from the contractor concerning his lifting equipment will be required to complete the design by the Corps of Engineers. Based on contractor cooperation with the exchange of information, the Government will be 100% responsible for the overall structural design.

Contractor Responsibility - If the contractor does not propose to use the conceptual design of the above F Drawing(s), then the contractor shall submit all necessary design details for Government review. The Government will retain Engineer of Record responsibility for the overall structural design intent of the applicable F drawings.

1.84 SUPPLEMENTAL DESIGN BY THE GOVERNMENT'S ARCHITECT-ENGINEER

As noted in Section 0800 paragraph 1.83, certain designs may be provided by the contractor. To accomplish such design, the Government's Architect-Engineer of Record may be utilized through the Government's contract with the A-E. All business processes and communication will be through the Government as apart of its administration of the A-E and construction contracts.

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1.85 MANAGEMENT INFORMATION SYSTEM

Management Information System (MIS) - The Management Information System (MIS), will be used by both the Contractor and the Government for tracking

and controlling schedule, cost, reports, and submittals. As a minimum the system must have the following capabilities.

*4

- a. Planning and scheduling
- b. Cost estimating, budgeting and accounting reports
- c. Technical reports *4

The MIS is considered critical to the success of cost reimbursement contract. This MIS should integrate cost schedule information to provide a minimum: tracking of costs incurred, tracking of costs scheduled, projection of cost and schedules, and time phased budget and spending curves. The schedule portion of this MIS should include a network analysis system as described in Specification Section 01320. Automated information should be remotely accessible at the work site and other locations to allow for: cost tracking of all costs including but not limited to actual labor, equipment, purchases, subcontracts, and other commitments, obligations, and expenditures; and evaluation of the impact of changes to the contract cost schedule.

The Contractor shall provide MIS procedures anticipated for tracking all phases of costs, from subcontracting, material, labor and overheads, to invoice for cost. The cost tracking shall be performed in a Work Breakdown Structure (WBS) format, with various defined levels of control. The upper levels of the WBS shall be where the Contractor's cost roll-up to levels where the COR will manage costs, schedule and funding. The MIS and/or accounting system must be capable of recording and tracking costs by separate project funds in addition to work schedule items.

Cost and schedule control will be maintained through use of Earned Value Metric Process and the implementation and reporting of the critical path method for schedule control. As part of the earned value analysis the contractor shall prepare the following and include them in the monthly performance reports: Budget Cost of Work Scheduled (BCWS), Budget at Completion (BAC), Budget Cost of Work Performed (BCWP), Actual Cost of Work Performed (ACWP), Estimate to Completion (ETC) and Estimate at Completion (EAC).

Panning and Scheduling - The planning and scheduling system shall be based on a network analysis theory embodied in the critical path method (CPM) which shows the time needed for each step of the project and also the steps that must be taken in a logical sequence. For details on the project schedule see Section 01320 "Project Schedule".

Cost estimating, budgeting and accounting systems shall be required of the Contractor. The cost accounting system shall be in accordance with the cost accounting standards.

Reporting - The contractor shall provide reports to the Government as follows:

- a. Bi-Weekly Reports - Bi-weekly reports will be prepared summarizing the work completed during the two-week period; work planned for upcoming two week period, and summary of work completed to date.

b. **Monthly Performance Reports** - A monthly cost and schedule report will be required. This report will include, a narrative summary of work performed, updated project schedule, and cost performance report (CPR). The CPR will contain the budgeted, earned value; actual cost of work performed for the period and project to date; and budgeted and estimated costs at completion. The report shall compare actual costs, accruals and estimates at completion to the budget at the required levels of the WBS. The contractor will notify the Government when they are within sixty days of funds exhaustion. Budget and accounting data contained in these reports will be available to the Government via electronic data file transfer. The monthly performance report shall also include a milestone report, and a six-month forecast by month and a 12-month look ahead by quarter.

c. **Quarterly Reports** - At the end of each quarter submit a contract funds status report. This report will include actual to date and quarterly amounts for: cost versus budget, estimate at completion, schedule and major milestone status and discussion of issues/problems.

Records Management - The MIS will support providing on-line query and search capability so that needed records and data can be located and status determined. A centralized records management system is required and must include a records management plan, document control procedures, system security and user training.

The details for the above processes will be negotiated as Advance Agreements after award. *1

1.86 CONCRETE PLACEMENT DRAWINGS

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The following shall be submitted in accordance with specification Section C-03201. *1

(a) **Lift Key Drawings.** At least 60 days prior to the submission of concrete lift drawings, the Contractor shall submit for approval, a master sequence of concrete placements. The applicable requirements of the specifications and drawings shall be incorporated. Each "LIFT KEY" drawing will be to scale and contain one shell or one shell's concrete infill.

(b) **Concrete Lift Drawings.** A concrete lift drawing shall be furnished for each placement of concrete. Each drawing shall contain only one placement. These drawings shall be to scale and the scale used shall be consistent and adequate to clearly show the details of placement. Reference to the appropriate drawings used in the preparation of the drawings shall be shown on each drawing. The appropriate reinforcement placement drawings numbers and fabricated embedded item submittal numbers shall be shown on the corresponding concrete placement drawings. The placement drawings shall not be less than 22 X 34 inches in size. The Contractor shall review each placement drawing for compliance with the contract and coordinate each placement drawing with related related shop drawings to assure completeness and accuracy. The Contractor will appoint someone in his CQC staff that will be responsible for this activity and indicate his approval on each drawing as evidence of such review. Any deviation from the plans, specifications or related shop drawings shall be marked appropriately on the ENG Form 4025 and explained in writing in sufficient detail to verify compliance with the

intent of the contract. Drawing submittals shall be limited to no more than 20 individual placement drawings per calendar week. If the Contractor plans to submit more than 20 per week, the Government may require an additional 10 days for review for those over 20 a week. The Contractor shall submit four copies of each placement drawing for review at least 60 days prior to scheduling the placement. After review of the drawing by the Government, one copy will be returned and marked with an appropriate action code. This procedure will be repeated until all corrections have been made and the drawings approved. If drawings are repeatedly submitted with corrections needed, the Contractor's person responsible for their completeness will be removed from that position. After approval, the Contractor shall furnish three copies of each placement drawing to the Government marked "FOR CONSTRUCTION" and an electronic version on CD. Distribution of the FOR CONSTRUCTION drawings shall be made by the Contractor at least one week prior to the beginning of any construction on the placement. Lift drawings must be approved and distributed prior to holding the preparatory phase meeting for any lift's placement.

(c) Electrical/Mechanical Placement Drawings. Electrical placement drawings shall be submitted to show all electrical items to be embedded. All electrical placement information shall be furnished for each placement of concrete and only one placement shall be shown on a drawing. The placement drawing shall be part of the corresponding concrete placement drawing. Placements without electrical/mechanical items shall be noted on the corresponding concrete placement drawings. Each drawing shall show all dimensions for accurate placement and will include the location of all electrical, instrumentation, and mechanical embedded items such as grounding, conduit number, size, location and anchor bolts for each electrical/mechanical item, etc. After approval, the Contractor shall furnish three copies of each placement drawing to the Government marked "FOR CONSTRUCTION" and an electronic version on CD. Distribution of the FOR CONSTRUCTION drawings shall be made by the Contractor at least one week prior to the beginning of any construction on the placement.

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(d) Reinforcing Placement Drawings. Placement drawings for reinforcing steel shall conform to the requirements set forth in **Spec** Section 03201 and the drawings. Additional requirements and submittal procedures shall conform to paragraph (b) above and the following:

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Placement drawings shall conform to the standards of ACI 315 with the following additional requirements. Drawings shall be drawn to scale with the scale shown on the drawings. These drawings will help identify congested areas and show adjustments in the steel to overcome identified areas. Concrete dimensions of the structure shall be shown along with the location of construction joints, and (typical) locations of all embedded items such as sheet pile walls, pintles, sill beams, side seals, master pile brackets, anchor bolts, structural steel, pre-stressing components, conduits, wall armor, piping, piling, flat jack piping, etc., the size, spacing, shape and location of the bars and bar supporting system in the structure; the location and type of all butt splices and location and length of all lap splices; and schedule/bar lists containing the quantity, shape, size, dimensions and bending detail for individual bars identified on a particular drawing. Schedule/bar lists shall be shown on the drawing and be separated and identified for each concrete lift. Only those bars shown and identified on a

particular lift drawing shall be contained in the schedule/bar list on that particular drawing. Each placement drawing shall contain references to appropriate contract drawings used in the preparation of the placement drawing. Lettering scale selected shall be suitable for reduction to half-size and microfilming and shall not be smaller than 5/32 inches in height. Minimum scale selected for plan, elevation and section views or reinforcement details for elements of the structure shall be 1/4" = 1'-0" with larger scale used where appropriate. The modification and/or alteration of reproducible copies of contract drawings will not be acceptable for original placement drawings. After approval, the Contractor shall furnish three copies of each placement drawing to the Government marked "FOR CONSTRUCTION" and an electronic version on CD. Distribution of the FOR CONSTRUCTION drawings shall be made by the Contractor at least one week prior to the beginning of any construction on the placement.

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1.87 WORK AUTHORIZATION DOCUMENT

The Work Allocation Document (WAD) is designed for management control of cost under cost-reimbursement construction contracts. The WAD system is designed to serve as the primary tool for management and control of costs. The WAD system is used to allocate obligated contract funds by the Government to the contractor and to further control the obligation or expenditures of funds for identified work.

The WAD system is a series of documents prepared by the Contracting Officer and issued to the contractor for each feature cost item, line item or work breakdown structure (WBS) item to be executed under this contract. The Government and the contractor will agree on the budget amount for each WAD. The contractor will not be given authority to proceed with any work or incur any costs, even though money is obligated on the contract, until a written document signed by the Contracting Officer or Contracting Officer's Representative, is received by the contractor authorizing the contractor to proceed.

Following the issuance of a WAD by the Contracting Officer, the contractor will prepare work items for execution of the work included in the WAD. The contractor prepared work item will include the number of the WAD, a description of the work and resources to be used and a budget estimate of costs for the work item. The work items will be submitted to the Government for approval prior to the incurrence of costs. The cumulative budget cost estimate for work items included in a WAD shall not exceed the total budget estimate for the WAD without prior amendment and approval of the Government.

The contractor will provide monthly cumulative (actual against budget) cost incurrence reports against each WAD. The contractor will maintain backup data in the form of actual cumulative cost incurrence for each work item. This latter information will be prepared in sufficient detail to readily identify cost trends of actual against budget for joint Corps/contractor monthly cost management and control meetings.

1.88 CHANGE MANAGEMENT

The Government and the contractor will establish a procedure to be used

that ensures that all changes are reported and tracked throughout the life of the contract. The procedure CHANGE MANAGEMENT will track any work item not anticipated in the total estimated cost that impacts cost or schedule. The contractor will provide prompt, written notification to the Contracting Officer any time a situation arises that the contractor considers to constitute a change to the contract. The written notice must include the information found in FAR 52.243-7 subparagraph (b) (1)-(6). This Advance Agreement will be negotiated after award. *1

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1.89 *3 SCAFFOLDING *3
July 2003

The following requirements supplement EM 385-1-1. In the event of a conflict between these requirements and EM 385-1-1, the more strict requirement shall take precedence.

All scaffold systems shall be erected, inspected and disassembled under the direction of a competent person. The competent person must be present and on site during these operations. The qualifications and training of the competent person and the crew performing the work shall be submitted to the Contracting Officer and accepted prior to commencement of the work. All scaffold systems must be inspected daily and certified as usable prior to use each days use by the competent person. Scaffolds shall also be inspected and certified by the competent person upon completion of any changes to the scaffolding system i.e. adding or removing a level or etc. The competent person must be present and on site during these changes to the scaffold system. The contractor shall develop a system that notifies all parties of the certification status. The use a red/green tag system denoting the serviceability is an acceptable certification system.

A scaffold erection plan shall be submitted for all scaffold systems regardless of type scaffold to be used. This plan shall include erection and dismantling operations and all manufacture's details of the system and shall demonstrate compliance with EM 385-1-1. The plan shall be accepted by the Contracting Officer prior to the erection of the scaffold. This plan shall be reviewed at the preparatory and initial meetings with all parties involved in the scaffolding operation and use thereof. In the event others crafts will be using the scaffolding system, they shall also be briefed on the proper use of the system.

Every level of conventional and masonry type scaffolding systems shall be fully planked and include handrails and toe boards. The contractor is advised that he must analyze the added weight of this requirement on the capacity of the scaffold system and adjust his operations accordingly. All personnel erecting and dismantling scaffolds must be protected by a personal fall protection system.

Access to any type scaffold system above 6 (six) feet shall be by stair tower. *3

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1.90 *7 FUNDING AND COST RELATIONSHIP *7

Explanation of relationship between the Continuing Contracts Clause

52.232-5001 and Special Contract Provision 1.87, entitled Work Authorization Document (WAD)

Under no circumstances may work proceed without Work Authorization Documents (See Special Contract Provision 1.87). Two possibilities may exist in the face of funds exhaustion:

1. In the event that appropriated funds are exhausted, and work already directed by WAD is being prosecuted, the contractor will have the option of either continuing to work on the issued WAD's, with the assurance of payment with interest for the work performed or of suspending performance. If the contractor opts to suspend, delay or interrupt the work arising from exhaustion or anticipated exhaustion of funds, the contractor's suspension will not entail a breach of the contract and the contractor shall not be entitled to any price adjustment in any manner, including costs associated with demobilization and remobilization.

2. In the event that appropriated funds are exhausted, the Government may continue, under the Continuing Contracts Clause, to issue WAD's as needed. If a WAD(s) is issued, the contractor will have the option of either initiating the work and continuing to work on the issued WAD(s), with the assurance of payment with interest, for the work performed, or of not initiating the work. If the contractor decides to suspend performance, after having initiated the work, then the contractor's suspension will not entail a breach of the contract and the contractor shall not be entitled to any price adjustment in any manner, including costs associated with demobilization and remobilization.

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