

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 30-Apr-2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
6. ISSUED BY CONTRACTING DIVISION USACE - ST PAUL 190 5TH STREET ST PAUL MN 55101-1638		CODE DACW37	7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. DACW37-01-B-0011
			X	9B. DATED (SEE ITEM 11) 23-Apr-2002
				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.) The bid opening date remains unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

**1. Changes in Solicitation/Contract/Order Form**

The Government will NOT exercise any of the option items. Bidders should NOT enter bids for option items and therefore all option items have been marked N/A on the bid schedule.

Remove the bid schedule and replace with the amended bid schedule, which is attached to and is part of this amendment.

**2. Changes in Section 00700**

Clause 52-245-19 has been removed and replaced with the following clause which is incorporated by full text:

**52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)**

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

- (c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.
- (2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- (3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.
- (4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--
- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon--
- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.
- (d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- (e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
- (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
- (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.
- (f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- (g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not

responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

### **3. Changes in Section 00800**

a.) Clause 52.232-5001 has been changed to reflect a decrease in the amount reserved under for this fiscal year for the contract awarded based on this solicitation. The dollar amount has been reduced to \$500,000 from \$1,500,000.

#### **52.232-5001 CONTINUING CONTRACTS (MAR 1995)—EFARS**

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project

sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$ 500,000 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

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

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

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

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

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

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

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

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

(End of clause)

b.) The following changes have been made to clause 52.245-4002 and are reflected in the clause that follows:

Paragraph 52.245-4002 – GOVERNMENT FURNISHED PROPERTY delete the following:

“1 storm water pump (sump pump) at 1,000 gpm each including discharge elbow and 50 feet of power and control cable.

Pump electrical interface module for the sump pump

Access hatch for the sump pump

Generator including skid mounted fuel tank and transfer switch

Electrical motor starters for all vertical pumps and the sump pump

Pump Control system for all vertical pumps and the sump pump SCADA system”

and replace with

“1 – storm water pump (sump pump) at 1,000 gpm each including discharge elbow and 50 feet of power and control cable.

1 – Pump electrical interface module for the sump pump

1 – Access hatch for the sump pump

1 – Generator including skid mounted fuel tank and transfer switch

4 – Storm water pump combination solid state reduced voltage motor starters

1 – Sump pump combination motor starter

1 – Control Panel

1 – Data-Link/Telecommunication System

1 Lot - Float Switches and level transducer”

#### 52.245-4002 GOVERNMENT-FURNISHED PROPERTY IDENTIFICATION AND LOCATION

a) The Government will furnish to the Contractor the property listed below to be incorporated or installed into the work or used in performing the contract. The Contractor shall arrange for pickup of the Government furnished property, which is located at the storage building in Grand Forks, ND. The Contractor shall arrange pickup of the property by contacting Mr. T. Eidsen at Telephone No. 701-772-8292. When the property is picked up, 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 pickup any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.

b) The following is a list of Government-Furnished Property:

1 – storm water pump (sump pump) at 1,000 gpm each including discharge elbow and 50 feet of power and control cable.

1 – Pump electrical interface module for the sump pump

1 – Access hatch for the sump pump

1 – Generator including skid mounted fuel tank and transfer switch

4 – Storm water pump combination solid state reduced voltage motor starters

1 – Sump pump combination motor starter

1 – Control Panel

1 – Data-Link/Telecommunication System

1 Lot - Float Switches and level transducer

Quantities stated for the above items which are not marked with an asterisk are all that will be furnished by the Government. These quantities are not to be considered as indications or warranties that the amounts stated will either be sufficient or insufficient. The Contractor will be required to furnish any additional quantities required.

#### **4. Changes to Section 00830**

Page 00830-2. Delete “Wage rates will be inserted at a later date” and replace with “ND010002”

Remove “General Decision Number ND010002” dated 03/02/2001 in its entirety and replace with “General Decision Number ND010002” dated 09/28/2001, which is attached to and is part of this amendment.

#### **5. Changes to Section 01000**

Add paragraph “3.4.1.1 Other Contracts.

The Government will, under separate contract, raise Columbia Road from approximately Columbia Road station 134+00 north to beyond the English Coulee Diversion. This road raise will be done as part of the English Coulee Diversion contract which is currently under construction. Columbia Road will serve as a flood barrier. Therefore the Government will not exercise the options for levee construction between station 1+21 (shown in error on the original bid schedule as H21) and 25+00, and will not exercise the Columbia Road road raise, and will not exercise the Private Entrance road raise. All work shown and specified and work limits for these items are not part of this contract.

(a) The English Coulee Pump Station contractor shall be responsible for coordinating work with work by the Columbia Road construction contractor.”

Add paragraph “3.5.5 Levee Construction.

The levee between station 42+00 and 44+00 shall not be constructed higher than elevation 820.0 until authorization is given in writing by the Contracting Officer. The Contracting Officer may authorize construction of this reach when the English Coulee Diversion is excavated full width and all structures are operational between the Red River and Legal Drain # 9. It is anticipated that these features of the diversion channel will be completed on or before August 1, 2003.”

Add paragraph “3.5.6 Channel Excavation.

The right descending bank of the new channel between station 103+00 and 109+00 needs cultural resources mitigation of National Register eligible archeological site 32GF130. Investigation and mitigation will be done by others under a separate contract issued by the Government. The Contractor shall permit access to the site for this investigation and the Contractor shall not excavate in nor store materials at this area until after October 1, 2002.”

#### **6. Changes to Section 15050**

Paragraph 2.3.1, delete the first sentence: “Gates shall be heavy duty type as manufactured by Whipps, Rodney Hunt, Hydro Gate, Waterman, or Fontaine Series 20.” And Replace with the following sentences: “Pump station inlet gates shall be cast iron or stainless steel. Stainless steel gates shall be similar to Fontaine Series 20 or Whipps

950 Series or Equal. Gravity closure gates in the gatewell shall be cast iron only similar to Rodney Hunt, Hydro Gate, or Waterman or equal.”

### **7. Changes to Section 15131**

Paragraph 2.5.2.1, delete Sentence 4 and Sentence 5, "The performance and cavitation limits of the proposed pump and the shape...within 180 days after date of notice to proceed.”

Paragraph 2.5.2.6, add additional sentence to beginning of the paragraph as follows: “Witness testing will only be required for one pump.”

### **8. Changes to Section 15200**

Paragraph 2.1, Add additional sentence at the end of the paragraph as follows: “Buried Pipe System shall be similar to U.S. Pipe TR FLEX or Equal. Connections to the pumping station and to the gatewell shall be made with U.S. Pipe XTRA FLEX or Equal pipe system”

### **9. Changes to Section 15950**

Paragraph 3.3.3, Delete first Sentence: “EF-1 shall be interlocked with damper operator CD-2.” And Replace with the Following Sentence: “EF-1 shall be interlocked with the motor operated dampers (MOD) as shown on the drawings.”

Paragraph 3.3.3, sentences 6 and 7, Delete “...Damper CD-2...” and Replace with the following: “... Motor Operated Dampers MOD-1 and MOD-2...”

### **10. Changes to Section 16221**

Paragraph 2.1, at the end of the paragraph add additional sentences as follows: “The motor shall be supplied by the pump manufacturer. It shall be the responsibility of the Contractor to insure proper coordination between the pump selection and motor selection. The pump and motor shall be integral and compatible with each other.”

Paragraph 2.1.1, at the beginning of the paragraph add additional sentence as follows: “The pump motor shall be rated at 250 horsepower.”

### **11. Changes to Drawings**

Drawing R-P-GF-00/018, at the end of the Reference Drawing Index add “R-P-GF-10/106 – BORING LOGS: 01-197M, 01-198M, 01-199M and 01-200M. CADD File GF10LB106.DGN”

Add Reference Drawing R-P-GF-10/106 which is attached to and is part of this amendment. (new boring log)

Remove Drawing R-P-GF-64/626 and replace with amended Drawing R-P-GF- R-P-GF-64/626 which is attached to and is part of this amendment. (electrical drawing)

Remove Drawing R-P-GF-64/628 and replace with amended Drawing R-P-GF-64/628 which is attached to and is part of this amendment. (electrical drawing)

Remove Drawing R-P-GF-64/572 and replace with amended Drawing R-P-GF-64/572 which is attached to and is part of this amendment. (plan)

Drawing R-P-GF-64/581, Add “NOTE: The approximate location of soil boring 01-191M is the center of coordinates D - 6

N 5312900

E 0644867

NAD – 83”

Add “NOTE: The approximate location of soil boring 01-190M is on the line between coordinates D/E - 4

N 5312798

E 0644919

NAD – 83”

Drawing R-P-GF-64/603, Coordinate F-4, Delete the Note: “1-1/2” (38mm) Drain Coupling Welded Under Frame for Pipe Connection to Dry Well or Disposal System” and replace with the following Note: “Access Frame Design Shall be a Standard Contractor Design and Shall be either Sealed or Designed to Drain into the Wet Well. Contractor Shall Submit Shop Drawings of Frame System for Approval.”

Drawing R-P-GF-64/603, Coordinate C-1, Delete the Note: “1-1/2” (38mm) Drain Coupling Welded Under Frame for Pipe Connection to Dry Well or Disposal System” and replace with the following Note: “Access Frame Design Shall be a Standard Contractor Design and Shall be either Sealed or Designed to Drain into the Wet Well. Contractor Shall Submit Shop Drawings of Frame System for Approval.”

Drawing R-P-GF-64/608, Coordinates B-3 and D-3, Revise Louver size from “96 inch x 112 inch” to “96 inch x 114 inch”. Add note: “See Detail on 64/613 and 64/619. Coordinate Louver Selection and Motorized Damper Selection with Mechanical Work.”

Drawing R-P-GF-64/609, Coordinates C-2 and F-2, Revise Louver Size from “96 inch x 112 inch” to “96 inch x 114 inch”.

Drawing R-P-GF-64/613, Coordinate B-2, Revise Louver Size from “96 inch x 112 inch” to “96 inch x 114 inch”.

Drawing R-P-GF-64/616, Coordinate F-2, Add the Following Note: “For all Pump Discharge Piping, Use Flexible, Restrained, Push-On Joints similar to U.S. Pipe TR Flex Pipe System or Equal. At the Connection to the Pumping Station and Gatewell, use U.S. Pipe XTRA FLEX Restrained Joint, High Deflection Fittings or Equal.”

Drawing R-P-GF-64/616, Coordinate B-3, Add to the Note “Removable Jib Crane for Trash Rake (TYP. 3)” the Following Additional Sentence: “Each Jib Crane Shall be 2000 LB Capacity.”

Drawing R-P-GF-64/618, Detail 1, Coordinate C-5, Delete the Note: “Use Dresser 38 Coupling at this Joint” and Replace with the following Note: “Use Flanged Joint or Field Installed Megalug or Equal Restrained Joint. Contractor may also use Megalug or Equal Restrained Field Joint on the Vertical Riser Piping.”

Drawing R-P-GF-64/618, Detail 4, Coordinate G-2, Delete the Note: “Dresser Style 38 Coupling (TYP 2 PER PUMP)” and Replace with the following Note: “Use U.S. Pipe XTRA FLEX Restrained Joint High Deflection Fitting or Equal at the Connection to the Pump Station. For the Connection to the Pump Inside the Station, Use Dresser Style 38 Coupling or Straub Axial Restraint Coupling or Equal.”

Drawing R-P-GF-64/619, Detail 1, Coordinate D-6, Delete “Vibration Isolators (TYP.)” and the associated leader line.

Drawing R-P-GF-64/620, Coordinate G-6, Add Note 2 as follows: “All Jib Cranes shall be 2000 pound capacity.”

Drawing R-P-GF-64/621, Detail 1, Coordinate A-3, Add Note as Follows: “Inlet Gates into the Pump Station can also be Stainless Steel as manufactured by Fontaine, Whipps, or Equal.”

Drawing R-P-GF-64/621, Detail 2, Coordinate E-4, Add Note as Follows: "Stainless Steel Gates shall not be allowed for the Sluice Gates in the Gatewell."

Drawing R-P-GF-64/622, Pump Schedule, Coordinate B-3, For Pumps P-1, P-2, P-3, and P-4, Revise Horsepower Requirement (HP) from "200" to "250".

**Bidding Schedule**

Basic Contract Items

Pump Station & Gravity Outlet

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Structure	1.00	Lump Sum		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Sluice Gates	1.00	Lump Sum		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Vertical Pumps	1.00	Lump Sum		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Mechanical	1.00	Lump Sum		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Electrical	1.00	Lump Sum		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Electrical Service	1.00	Lump Sum		

Levee – Station 25+00 to 57+00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Demolition	1.00	Lump Sum		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Clearing and Grubbing	1.00	Lump Sum		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Stripping	1.00	Lump Sum		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Inspection Trench				
0010AA	First 3,000 linear feet	3,000.00	Linear Foot		
0010AB	Over 3,000 linear feet	200.00	Linear Foot		
0011	Select Impervious Fill				
0011AA	First 9,000 cubic yards	9,000.00	Cubic Yard		
0011AB	Over 9,000 cubic yards	1,350.00	Cubic Yard		
0012	Impervious Fill				
0012AA	First 55,000 cubic yards	55,000.00	Cubic Yard		
0012AB	Over 55,000 cubic yards	27,630.00	Cubic Yard		
0013	Topsoil and Seed	1.00	Lump Sum		

English Coulee Channel Relocation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Clearing and Grubbing	1.00	Lump Sum		
0015	Stripping	1.00	Lump Sum		
0016	Earthwork	1.00	Lump Sum		
0017	Topsoil and Seed	1.00	Lump Sum		
0018	Pump Station Access Road	1.00	Lump Sum		
0019	Bonds -Bid, Performance and Payment	1.00	Lump Sum		

**Total Amount for Basic Items (0001 through 0019)**

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## Option Bid Items

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Columbia Road and Private Entrance Road Raise	1.00	Lump Sum	N/A	N/A
Levee – Station 1+21 to 25+00					
0021	Demolition	1.00	Lump Sum	N/A	N/A
0022	Clearing and Grubbing	1.00	Lump Sum	N/A	N/A
0023	Stripping	1.00	Lump Sum	N/A	N/A
0024	Inspection Trench			N/A	N/A
0024AA	First 2,000 linear feet	2,000.00	Linear Foot	N/A	N/A
0024AB	Over 2,000 linear feet	379.00	Linear Foot	N/A	N/A
0025	Select Impervious Fill			N/A	N/A
0025AA	First 6,500 cubic yards	6,500.00	Cubic Yard	N/A	N/A

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AB	Over 6,500 cubic yards	1,250.00	Cubic Yard	N/A	N/A
0026	Impervious Fill			N/A	N/A
0026AA	First 9,000 cubic yards	9,000.00	Cubic Yard	N/A	N/A
0026AB	Over 9,000 cubic yards	2,370.00	Cubic Yard	N/A	N/A
0027	Topsoil and Seed	1.00	Lump Sum	N/A	N/A
0028	Bonds - Performance and Payment - Option Items	1.00	Lump Sum	N/A	N/A



Operator (Construction Work Only) Mole Operator, or Tunnel Mucking Machine Power Shovel and /or other Equipment with Shovel Type Controls 3-1/2 Cu. Yd. Mfg. Rated Capacity & Over Travelling Tower Crane

## GROUP 2:

All Terrain Vehicle Cranes over 20 tons and up to 80 tons and Hydro Cranes 20 tons up to 80 tons Dredge Operator over 12" Finish Motor Grader Creter Crane Crane Operator up to 135' boom Master Mechanic: The inclusion of the classification of Master Mechanic in this Agreement does not mean that a Master Mechanic must be employed, but if employed, that he shall perform manual work Equipment Dispatcher Power Shovels up to 3-1/2 cu. yd. Mon-O-Rail Hoist Operator Front End Loader Operator over 8 cu. yd. Tugboat Backhoe Operator 3 cu. yds. and over

## GROUP 3:

All Terrain Vehicle Cranes - thru 20 tons and Hydro Cranes thru 20 tons Drill Rigs, **Heavy** Duty Rotary or Churn or Cable Drill Front End Loader Operator 3 cu. yd. up thru 8 cu. yd. Locomotive, all types. Mechanic, **Heavy** Duty. Pipeline Wrapping, Cleaning & Bending Machine Operator. Power Actuated Horizontal Boring Machine Over 6" Operator. Refrigeration Plant Engineer. Slip Form Operator (Paving) (Concrete). Tandem Pushed Quad 9 or similar. Asphalt Paving Machine Operator. Asphalt Plant Operator. Motor Grader Operator. Crushing Plant Operator, Gravel Washing, and Screening Plant Operator Automated Grade Trimmer. Backhoe Operator over 1/2 cu. yd. up to 3 cu. yd. Boom Truck, Hydraulic - 8 tons and over. Cableway Operator Roto Milling Machine (surface planer) 43" and over. Concrete Batch Plant Operator Concrete Mixer Paving Machine Operator Concrete Paver - Bridge Decks Concrete Pump, Concrete Belt Placer, Dozer Operator Scraper Operator Tractor with boom attachment, Trenching Machine Operator, over 100 H.P. Dredge Operator or Engineer up thru 12" Paving Breaker - Non Hydro Hammer Type Power Actuated Horizontal Boring Machine over 6" Operator

## GROUP 4:

Asphalt Paving Screed Operator concrete Spreader Operator, Backhoe up thru 1/2 cu. yd. Greaser Motor Grader Operator (Haul Road) Paving Breaker Hydro Hammer Type Console Board Operator Push Tractor Roller, Steel, and Rubber on Hot Mix Asphalt Paving Rotomill Operator (up to 42") Self-Propelled Traveling Soil Stabilizer Slip Form, Curb and Gutter Operator Distributor Operator (bituminous) Traeching Machine Operator. 40 H.P. - 100 H.P. Truck Mechanic Forklift Operator Sheepsfoot Packer with Dozer Attachment - 100 H.P. and over Front End Loader 1-1/2 cu. yds. up to 3 cu. yds. (Standard Mfg. Rating) Gravel Screeding Plant Operator (not crushing or washing) Logitudinal Float and Spray Operator Pugmill Operator Shouldering Machine Tamping Machine Operator Tie Tamper and Ballast Machine Well Points

## GROUP 5:

Boom Truck A-Frame or Hydraulic 3 to 8 tons broom - Self-Propelled Concrete Saw (Power Operated) Front End Loader Operator up to 1-1/2 cu. yds. Mobile Cement Mixer Off Road Hauler Power Actuated Augers and Boring Machine Operator - Up thru 6" Roller, (on other than Hot Mix Asphalt Paving) Sand and Chip Spreader - Self Propelled Truck Crane Oiler Vibrating Packer Operator (Pad type) (Self-propelled) Water Spraying Equipment - Self Propelled Sheepsfoot Roller on Compactor - Self Propelled

## GROUP 6:

Brakeman or Switchman Form Trench Digger (power) Crane Oiler Gunite Operator Gunall Pick-up Sweeper, 1 yd. and Over Hopper Capacity Tractor Pulling Compaction or Areating

Equipment Scissor Jack (self-propelled), Platform Lift  
 Trenching Machine Operator, Under 40 H.P. Curb Machine Operator  
 (Manual) Dredge or Tugboat Deck Hand Paint Machine Striping  
 Operator Stump Chipper Operator Straw Mulcher and Blower

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	Rates	Fringes
CARPENTERS	16.35	3.00
CEMENT MASON/FINISHER	16.35	3.00
ELECTRICIANS:		
CASS COUNTY	14.72	3.40
LABORERS:		
GROUP 1:	10.85	
GROUP 2:	11.10	
GROUP 3:	11.25	
GROUP 4:	12.00	
FLAGGERS/PILOT CARS	10.85	

LABORERS CLASSIFICATIONS

GROUP 1: General Construction Laborers: Sack Shaker (cement and mineral filler): Pipe Handler: Drill Runner Tender: Salamander Heater and Blower Tender.

GROUP 2: Semi Skilled Laborer: Bulk Cement Handler: Conduit Layer, Telephone or Electrical: Form Setter (pavement): Gas Electric or pneumatic tool operator: Chipping Hammer, Grinders and Paving Brakers (tamper-drit) Concrete Vibrator Operator: Chain Saw Operator: Concrete Saw Operator: Concrete Curing Man (not water): Bituminous worker (Shoveler, Dumper, Raker and Floated): Kettleman (bituminous or lead): Concrete Bucket Signlman: Power Buggy Operator: Brick and Mason Tender: Multiplate Pipelayer: Culvert Pipe Layers: Concrete Finishers Tender. Carpenters Tenders.

GROUP 3: Caisson Worker: Bottom Man (sanitary sewer, storm sewer water and gas liners): Concrete Mixer Operator (one bag capacity): Mortar Mixer.

GROUP 4: Pipe Layers (sanitary sewer, storm sewer, water and gas lines): Drill runner (includes Wagon Churn or Air Track) Powderman, Guniting and Sandblast, (Nozzleman, Reinforcing Steel Setters/Tiers.

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	Rates	Fringes
TRUCK DRIVER:		
Single Axle	15.07	5.60
Tandem Tri/Axle Truck	15.19	5.60
Tandem Tri/Axle Semi	15.50	5.60
Lowboy	15.50	5.60
Off Road <b>Heavy</b> Duty End Dump		
20 Yards And Under	15.50	5.60
Euclid, Over 20 Yards	16.27	5.60

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

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