

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE J	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 05-Feb-2004	4. REQUISITION/PURCHASE REQ. NO. W68MD9-3314-5414		5. PROJECT NO.(If applicable)
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329		CODE W912DW	7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. W912DW-04-R-0010
				X	9B. DATED (SEE ITEM 11) 08-Jan-2004
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) W912DW-04-R-0010, Snoqualmie River Project River Widening, Snoqualmie Falls, King County, WA  1. This amendment four (0004) provides for the following changes:					
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  _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  05-Feb-2004

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

a. Revision to Section 00800 Special Clauses replacing SC-6 Continuing Contracts (EFARS 52.232-5001) (MAR 1995) with SC-6 Continuing Contracts (ALTERNATE) (EFARS 52.232-5002) (MAR 1995).

b. Revision to Section 02380 to change paragraph 2.3.1.

c. Revision "A" to drawing sheet 4.

d. Revision "B" to drawing sheet 2.

e. Addition of Drawing sheet 5, plate GT -2, Exploration Logs.

2. The attached revised sections are to be replaced in their entirety. Specifications changes are generally identified, for convenience, either by strikeout for deletions, and double underlining of text for additions or a single dark line in the right hand margin. All portions of the revised or new pages shall apply whether or not changes have been indicated.

3. The proposal submittal time and date remains February 12, 2004 at 2:00 p.m. LOCAL TIME.

4. NOTICE TO OFFERORS: Offerors must acknowledge receipt of this amendment by number and date on offer or by telegram. Please mark outside of envelope in which your offer is enclosed to show amendment received.

Encl:

Section 0800 (revised)

Section 02380 (revised)

Drawings (revised)

Drawing sheet 5, plate GT -2 (new)

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SECTION 00800

SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)  
(FAR 52.211-10).

The Contractor shall be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 calendar days after date of receipt by Contractor of the notice to proceed. The time stated for completion shall include final cleanup of the premises. See Section 01005 SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS, paragraph 1.6 for construction sequence and scheduling requirements.

SC-1.1 DELETED

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$730.00 for each day of delay.

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

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

SC-3. TIME EXTENSIONS (APR 1984) (FAR 52.211-13)

Notwithstanding any other provisions of this Contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements so delayed and that the remaining Contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

SC-4. VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995)  
(EFARS 52.211-5001): This variation in estimated quantities clause is applicable only to Items No. 0002 and 0003.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items No. 0002 and 0003 is less than 85 percent of the quantity of the first sub-item listed under such item, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items No. 0002 and 0003 exceeds 115 percent or is less than 85 percent of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items No. 0003 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

#### SC-5. INSURANCE (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule and elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance 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.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), 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.

#### SC-5.1 REQUIRED INSURANCE IN ACCORDANCE WITH FAR 28.307-2

(1) 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 operation 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.

(2) General Liability.

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

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

(3) 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.

(4) Environmental Liability If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

#### SC- 5.2 Extra Insurance Coverage

5.2.1 Contractor shall protect, defend, indemnify and hold harmless, King County, the City of Snoqualmie, the State of Washington, the Snoqualmie Tribe, and PSE, their appointed and elected officials, officers, directors, employees, and agents (collectively "Indemnified Parties") from and against any and all actions, claims, costs, damages, demands, expenses, fines, judgments, liens, liabilities and penalties of any kind whatsoever arising from the tortious or wrongful acts, errors, or omissions of the Contractor or any of its subcontractors.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of indemnifying party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the indemnified party(s) only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed by them.

Intended Third Party Beneficiaries. It is the express intent and agreement of the Contracting Parties of this Contract that the "Indemnified Parties" identified above, other than the Government, SHALL BE THIRD PARTY BENEFICIARIES OF SUCH INDEMNIFICATION PROVISIONS WITH FULL RIGHTS TO ENFORCE SUCH INDEMNIFICATION PROVISIONS.

5.2.2 Contractor shall procure and maintain during the entire period of its performance under this Contract the following insurance policies:

1. By requiring this insurance coverage, the Government shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

2. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement. The limits or scope of coverages shall not limit or qualify the Contractor's liability or obligations to the Indemnified Parties.

3. The Contractor shall furnish to the Contracting Officer a certificate or statement of the insurance required under this Section prior to the commencement of work under this Contract. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Indemnified Parties in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 45 days after written notice thereof to the Contracting Officer and the Indemnified Parties. The Contracting Officer and the Indemnified Parties shall have the right, upon written notice, to receive certified copies of the policies required hereunder.

4. The Contractor will be required to submit to the Contracting Officer a certification from the Contractor's insurance carrier(s) that the amount inserted by the Contractor in the item entitled "Additional Cost for Extra Insurance" of the Price Schedule represents only the additional premium paid by line of insurance coverage by the Contractor as a direct result of additional insurance costs to meet the specific insurance requirements of this Section and excludes those premium costs which would have otherwise been incurred by the Contractor if the extra insurance requirements had not been exercised.

5. Payment items for insurance premiums procured by the Contractor under Paragraph 4 of this Section shall be made at the contract lump sum price listed in the Bidding Schedule as "Additional Cost for Extra Insurance."

The Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representative, employees, and/or sub-contractors. The cost of such insurance shall be paid by the Contractor or sub-contractor. The Contractor may furnish separate certificates of insurance and policy endorsements from each sub-contractor as evidence of compliance with the insurance requirements of this Contract.

6. For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended

discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

(A) Minimum Scope Of Insurance

Coverage shall be at least as broad as:

- (1) General Liability: Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY including products-completed operations. The policy shall not exclude coverage for damage from sudden and accidental explosion, collapse and/or underground damage (XCU).
- (2) Professional Liability: Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section shall mean any services provided by a licensed professional.
- (3) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Coverage shall not exclude incidents relating to the transport of blasting materials. If "pollutants" as excluded under the Standard Commercial Auto policy are to be transported, endorsements CA 9948 and MCS-90 are required.
- (4) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.
- (5) Employers Liability or "Stop-Gap": The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.
- (6) Blasting Liability: Liability coverage for bodily injury, personal injury and property damage, resulting from incidents relating to Blasting Activities. (This coverage may be provided by a subcontractor engaged for the sole purpose of the blasting activities).
- (7) Contractor's Pollution Liability: coverage to cover sudden and non-sudden bodily injury and/or property damage to include the physical injury or destruction of tangible property, loss of use, clean up costs and the loss of use of tangible property that has not been physically injured or destroyed.

(B) Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

General Liability: \$ 10,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$10,000,000 aggregate limit.

Professional Liability, Errors and Omissions: \$ 1,000,000

Automobile Liability: \$ 5,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation: Statutory requirements of the State of residency.

Employers' Liability or "Stop Gap" coverage: \$ 1,000,000

Blasting Liability Coverage: \$ 15,000,000 per occurrence.

Contractor's Pollution Coverage: \$ 1,000,000 per occurrence.

(C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the Government. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the Indemnified Parties and shall be the sole responsibility of the Contractor.

(D) Other Insurance Provisions

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

(1) Liability Policy(s) (Except Workers Compensation and Professional):

a. The Indemnified Parties are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.

b. The Contractor's insurance coverage shall be primary insurance as respects Indemnified Parties. Any insurance and/or self-insurance maintained by The Indemnified Parties shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

d. The General Liability policy shall include a Per Project Aggregate.

(2) All Policies:

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice has been given to the Government.

(E) Acceptability of Insurers

Unless otherwise accepted by the Government:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII. Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the Government. If at any time of the foregoing policies fail to meet the above minimum requirements, the Contractor shall, upon notice to that effect from the Government, promptly obtain a new policy, and shall submit the same to the Government, with the appropriate certificates and endorsements, for approval.

(F) Verification of Coverage

The Contractor shall furnish the Contracting Officer and The Indemnified Parties, upon written notice, with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the Government and are to be received and approved by the Government prior to the commencement of activities associated with the Contract. The Contracting Officer and the Indemnified Parties reserve the right to require complete, certified copies of all required insurance policies at any time, upon written notice.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Contractor shall specifically state that the activities required under contract for the project are included under this policy.

(G) Sub-contractors

The Contractor shall include all sub-contractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each sub-contractor. Insurance coverages provided by sub-contractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

SC-6. CONTINUING CONTRACTS (ALTERNATE) (EFARS 52.232-5002) (MAR 1995):

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$1,500,000 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. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the Contractor to a price adjustment under the terms of this contract, except as specifically provided in paragraphs (e) and (h) below.

(c) 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.

(d) 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.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of this 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.

(f) 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 a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) 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.

(h) 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 at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) 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.

(j) The term "Reservation" means monies that have been set aside and made available for payment under this Contract.

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the Contract. The 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.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Physical Conditions: The indications of physical conditions on the drawings and in the specifications are the result of site investigations by test holes shown on the drawings.

(b) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(c) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

(d) Right-of-Way: The right-of-way for the work covered by these specifications will be furnished by the Government. The Contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the Government, and at any time during the progress of the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the Contractor require additional working space or lands for material yards, job offices, or other purposes, he shall obtain such additional lands or easements at his expense.

(e) Average Daily River Flow: The average daily river flow for the Snoqualmie River at Snoqualmie, Washington is shown on Fig 1 - AVERAGE DAILY FLOW, attached at the end of this Section.

SC-9. DELETED

SC-10. LAYOUT OF WORK (APR 1984) (FAR 52.236-17): The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor

shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

SC-11 THROUGH SC-13. DELETED

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAY 1999)-(EFARS 52.231-5000)

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

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by 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 VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

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

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

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) only and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. Copies of the CD-ROM (Volumes 1-12) are also available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at [http://www.access.gpo.gov/su\\_docs](http://www.access.gpo.gov/su_docs).

SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAY 1999)-(EFARS  
52.232-5000)

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, 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 of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: Any other construction material stored offsite may be considered in determining the amount of a progress payment.

SC-16 AND SC-17 DELETED.

SC-18. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-  
4001 EBS)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. The Government will not give the Contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(b) The Contractor shall--

(1) check all drawings furnished immediately upon receipt;

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

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of the Special Clauses.

SC-19 THROUGH SC-23 DELETED.

INDEX OF DRAWINGS

Snoqualmie River Project  
 Snoqualmie Falls, Wa.

File No. E-2-6-564

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
1	G-1	Title, Vicinity Map and Drawing Index		03DEC11
2	G-2	Drawing Index	<u>B</u>	04JAN28
3	G-3	Real Estate Boundaries	A	04JAN16
4	GT-1	Locations of Explorations and Civil Excavation Site Plan	<u>A</u>	04JAN28
5	GT-2	Exploration Logs <del>(To be issued by Amendment)</del>		04JAN28
6	C-1	Overall Site Plan and List of abbreviations	A	04JAN16
7	C-2	Survey Plan		03DEC11
8	C-3	Right Bank Excavation	A	04JAN16
9	C-4	Left Bank Excavation	A	04JAN16
10	C-5	LWD Placement & Left Bank Road Detail	A	04JAN16
11	C-6	Footbridge and Retaining Wall	A	04JAN16
12	C-7	Right Bank Inspection Radius		03DEC11
13	C-8	Road Profiles	A	04JAN16
14	C-9	Right Bank Cross-Sections 1		03DEC11
15	C-10	Right Bank Cross Sections 2	A	04JAN16
16	C-11	Right Bank Cross Sections 3		03DEC11
17	C-12	Right Bank Cross Sections 4		03DEC11
18	C-13	Left Bank Cross Sections 1	A	04JAN16
19	C-14	Left Bank Cross Sections 2	A	04JAN16
20	C-15	Left Bank Cross Sections 3	A	04JAN16
21	C-16	Left Bank Cross Sections 4	A	04JAN16
22	C-17	Left Bank Cross Sections 5		03DEC11
23	C-18	Left Bank Cross Sections 6		03DEC11
24	C-19	Left Bank Cross-Sections 7	A	04JAN16
25	C-20	Details 1		03DEC11
26	C-21	Details 2	A	04JAN16

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
27	C-22	Details 3		03DEC11
28	C-23	Details 4	A	04JAN16
29	C-24	Details 5	A	04JAN16
30	L-1	Plant Schedule		03DEC11
31	L-2	Planting Plan	A	04JAN16
32	S-1	Structural Notes		03DEC11
33	S-2	Retaining Wall Plan and Elevation 1	A	04JAN16
34	S-3	Retaining Wall Plan and Elevation 2		03DEC11
35	S-4	Retaining Wall Notes		03DEC11
36	S-5	Retaining Wall Details		03DEC11
37	S-6	Retaining Wall Schedule	A	04JAN16

REFERENCE DRAWINGS

Reference drawings provided show conditions at time of construction. These drawings are furnished for information only (except as noted below) and the Government does not warrant that conditions will be exactly as shown. Minor deviations can be anticipated and shall not be the basis for a claim for extra compensation. Note: Ref Drawings R-9 and R-10 include some work this contract.

File No. E-2-6-564

REF DWG NUMBER	ORIGINAL DWG NO.	TITLE	REVISION NUMBER	DATE
		<u>Puget Sound Power and Light Co.</u>		
R-1	D-11267	Fence Modifications – Snoqualmie Switching Station		96MAR17
R-2	D-5596	Foundation Plan – Snoqualmie Switching Station	1	85JAN30
R-3	E-69	Profile Intake to Tailrace – Snoqualmie Falls Development		34OCT23
R-4	F-367	Plan and Section Elevations of Generating Station No. 1 “Cavity” – Snoqualmie Falls		17SEP7
R-5	F-5233	Project Area and Boundary – Snoqualmie Falls Project		
R-6	F-5255	General Plan – Snoqualmie Falls		89SEP

REF DWG NUMBER	ORIGINAL DWG NO.	TITLE	REVISION NUMBER	DATE
		<u>Seattle-Tacoma Power Co..</u>		
R-7	F-SW470	Plan & Elevation of Headwork	3	10AUG24
R-8	F-SW472	General Sections through Headworks		10JAN20
		<u>Puget Sound Energy</u>		
R-9	PSE0023.RD. IMP	Snoqualmie Substation Access Road (Sheet 1 of 2)		03NOV11
R-10	PSE0023.RD. IMP	Snoqualmie Substation Sections and Details (Sheet 2 of 2)		03NOV11
R-11	103000390	Snoqualmie Substation Feeder Relocate		03NOV26
R-12	SK-0299	Snoqualmie River project		03DEC17

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
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SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1, 2, & 3	Civil Works Project Identification Sign	REV 07APR88
1	Hard Hat Sign	10SEP90

SECTION 02380

STONE PROTECTION FOR CHANNEL

PART 1 GENERAL

1.1 REFERENCES

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

ASTM C 127	(1988; R 1993) Specific Gravity and Absorption of Coarse Aggregate ASTM C 136 (1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 3740	(1996) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM D 4791	(1995) Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D 4992	(1994) Evaluation of Rock to be Used for Erosion Control
ASTM D 5312	(1992) Evaluation of Durability of Rock for Erosion Control Under Freezing and Thawing Conditions
ASTM D 5313	(1992; R 1997) Evaluation of Durability of Rock for Erosion Control Under Wetting and Drying Conditions
ASTM D 5519	(1994) Particle Size Analysis of Natural and Man-Made Riprap Materials
ASTM E 548	(1994) General Criteria Used for Evaluating Laboratory Competence
CORPS OF ENGINEERS (COE)	
COE CRD-C 144-92	(1992) Resistance of Rock to Freezing and Thawing
COE CRD-C 148	(1969) Testing Stone for Expansive Breakdown on Soaking in Ethylene Glycol

## ENGINEERING MANUALS (EM)

EM 1110-2-1601 (1994) Hydraulic Design of Flood Control Channels

EM 1110-2-1906 (1986) Laboratory Soils Testing

## NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

NIST HB 44 (1997) NIST Handbook 44: Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices

### 1.3 SUBMITTALS

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

#### Product Data

##### STONE PROTECTION

Derrick Stone; G, RE

Riprap; G, RE

Quarry Spalls; G, RE

Submit the source for materials used in derrick stone, riprap, and quarry spalls.

Bulk Specific Gravity of Stone and Redesign; G, RE

If the Contractor proposes to utilize stone having a specific gravity outside of the specific design range, and as a result thereof, the Government provides the Contractor with a redesign, then, within fifteen (15) calendar days after receipt of the Government's redesign, submit a formal proposal to perform the work in accordance with the redesign. The submittal shall include a statement of the direct savings to the Government and a tabulation in the form of a revised BIDDING SCHEDULE showing unchanged prices for the revised quantities.

#### Test Reports

Gradation Test; G, RE

Submit the gradation tests using the GRADATION TEST DATA SHEET enclosed at end of this section for riprap and stone.

Evaluation Testing of Stone; G, RE

Quality test on the stone in accordance with PART 2 paragraph EVALUATION TESTING OF STONE shall be the responsibility of the Contractor. Prior to delivery

of such material to the worksite, submit a copy of the laboratory inspection report along with actions taken to correct deficiencies. Submit a copy of the test reports.]

Bulk Specific Gravity; G, RE

At least 45 calendar days in advance of shipment of stone to the work site, submit a copy of bulk specific gravity test results for each gradation range of stone proposed to be furnished.

#### Certificates

Stone; G, RE  
Bedding Material; G, RE  
Filter Material; G, RE

Submit certificates of compliance attesting that the materials meet specification requirements.

Laboratory; G, RE

Submit a copy of the documents, provided by the Materials Testing Center (MTC) at CEWES or other governmental agency, that validates that the laboratory can perform the required tests. The individual tests shall be listed for which the validation covers along with the date of the inspection.

## PART 2 PRODUCTS

### 2.1 MATERIAL SOURCE

The Contractor shall select materials which meet the quality requirements listed below from an existing commercial source. The Contractor shall verify the availability of an adequate and acceptable materials source based on quantity, quality, and gradation.

#### 2.2 Stone

2.2.1 General: All rock shall be sound, clean, angular, and durable stone as approved by the Contracting Officer. The longest dimension of any stone shall not exceed three times its shortest dimension. Acceptability of stones will be determined by laboratory tests, as hereinafter specified, geologic examination, and service records. Stone shall be free of expansive or other materials that could cause accelerated deterioration by exposure to project climatic conditions. Stone shall be free of cracks, blast fractures, bedding, seams, and other defects that would tend to increase its deterioration from natural causes. Inspections for cracks, fractures, seams, bands of minerals, deleterious materials, and defects shall be made by visual examination. Stone shall be free of bands of minerals and deleterious materials that would result in breakage or reduction of specified stone weights or dimensions during or after placement. Each stone shall have sufficiently uniform physical properties throughout so that all portions of the stone will meet the specified test requirements.

2.2.2 Evaluation Testing: Immediately after award of the contract, and within 5 days of receipt of notice to proceed, the Contractor shall submit to the Contracting Officer all

pertinent test results and service records from the proposed material source. These test results shall be recent (less than 12 months old) and include, but not limited to, specific gravity, absorption, accelerated expansion, freezing and thawing, and petrographic analysis. The tests shall be performed in accordance with, and meet the requirements of the procedures outlined below. In the event existing satisfactory laboratory test results are not available, the material shall be subjected to the tests outlined in these specifications to determine the acceptability for use in the project. The Contractor shall have the option to test representative quarry samples at the Materials Testing Center (MTC) at the U.S. Army Waterways Experiment Station in Vicksburg, MS or at one or more Corps of Engineers validated commercial laboratories that have been designated to perform the required test(s). Throughout the duration of this contract, the Government may sample and test rock delivered to the worksite and proposed for use under construction. No contract extension will be granted for specified submittal and testing time or because materials fail to meet the specification requirements. Rock failing to meet the specified requirements will be removed from the worksite at no additional cost to the Government.

2.2.3 Rock Quality: All derrick stone, riprap, and quarry spalls delivered to and incorporated in the work shall meet the following minimum specifications:

<u>Test</u>	<u>Requirement</u>
Specific Gravity (BSSD) (ASTM Designation C-127)	2.60 min.
Absorption (ASTM C-127)	3% max.
Accelerated Expansion (CRD C-148)	5% breakdown max.
Freezing and Thawing, 100 cycles (ASTM D 5312)	10% loss max.

2.2.4 Accelerated Expansion (15 days): The test samples shall be tested in accordance with Corps of Engineers Testing Procedure CRD C-148, except as herein specified. Testing procedure for sample size in CRD C-148 shall be modified as follows: The test sample shall be from 10 lbs. to 11 lbs. of 2-inch to 1.5-inch sized pieces. Test results will be computed by dividing the number of pieces that break down by the number of pieces in the original test sample. Failure or breakdown is defined as any piece separating into two or more pieces or losing sufficient surface material to allow it to pass through the 1.5 inch sieve. Maximum allowable breakdown is 15% over a period of 15 days. Weight loss based on the original oven dry weight shall be recorded.

2.2.5 Freezing and Thawing: The test samples, consisting of 10 pounds of pieces passing the 2-inch sieve and retained on the 1.5-inch sieve, shall be prepared by jaw crushing or hand chipping with all sharp edges chipped off and only pieces of approximately cubical shape used. Original dry weight of pieces selected for the freeze-thaw test will be computed by determining moisture content of room-dry rock from representative surplus or undersized pieces. Dry weight of pieces for freeze-thaw equals:

$$\frac{\text{Weight (room-dry)}}{100} = \frac{1 \text{ MG in } \%}{100}$$

Specimens shall be immersed in water for 24 hours prior to start of test. Sample is placed in a pan approximately 15 by 9.5 by 1.25 inches and the pan is subjected to freezing and thawing in freeze-thaw apparatus described in ASTM D-5312 (CRD C-114) at the rate of 12 cycles per day, one cycle consisting of approximately 1 hour in alcohol solution at 0 degrees, +/- 2 degrees, F and 1 hour in alcohol solution at 40 degrees, +/- 2 degrees, F. The pan shall be suspended to a depth of 0.5 to 1 inch in the alcohol solution. The sample shall be tested for 100 cycles. At the end of 100 cycles, the sample shall be washed, dried, sieved over the 1.5 inch sieve, and weighed. The percent loss shall be computed based on the original dry weight.

### 2.3 Rock Gradation:

2.3.1 Derrick stone shall be graded as follows\*:

~~100 % smaller than 54 inch diameter~~ D100 maximum 54 inches

~~30 % larger than 2.19 foot diameter~~ D30 minimum 2.19 feet

~~90 % larger than 3.17 foot diameter~~ D90 minimum 3.17 feet

D100 stone shall range between 7873 pounds (#) and 3149 #

D50 stone shall range between 2330 # and 1575 #

D15 stone shall range between 1165 # and 492 #

\*Where D refers to the size and the number adjacent refers to the percent finer by weight of the graded material.

2.3.2 Riprap (Class V) shall be graded as follows:

100 % smaller than 1800 pounds

50 % size equal to or greater than 750 pounds

90 % larger than 350 pounds

10 % between 25 and 350 pounds

2.3.3 Quarry spall for Stabilized Construction Entrance shall be well graded between a minimum of 1 inch and a maximum size of 8 inches with 50 % by weight greater than 4 inches.

2.3.4 Quarry spalls for Derrick Stone Filter shall be well graded between a minimum of ¼ inch and a maximum of 6 inches.

2.4 Acceptance of Materials: Materials will be inspected at the jobsite prior to placement. The Contractor shall be responsible for maintaining gradations as specified. Materials that do not meet gradation or quality as specified will be rejected and no payment will be made regardless of any general or provisional acceptance of materials from a stockpile or pit source. Additional tests shall be conducted if furnished materials do not meet gradation requirements. Results of tests shall be furnished to the Contracting Officer within 24 hours following selection of a sample. All costs of such tests shall be borne by the Contractor and shall be incidental to placing materials.

### PART 3 EXECUTION

3.1 Placement of Stone. Derrick stone and Riprap shall be placed mechanically and compacted to a smooth surface either by mechanical tamper or hydraulic tamper attached to excavator arm. No Derrick stone or Riprap will be placed by end dumping and any stone that inadvertently winds up in the river channel shall be retrieved and re-placed on the revetment slope.

END OF SECTION