

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911XK-04-B-0003-0002	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 30-Jun-2004	PAGE OF PAGES 1 OF 24
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. W911XK-04-C-0013	5. REQUISITION/PURCHASE REQUEST NO. W56MES-3337-5889	6. PROJECT NO. W911XK-04-B-0003
7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT MI 48231-1027 TEL: (313) 226-5148 FAX: (313) 226-2209	CODE W911XK	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE CONTRACTING DIVISION DETROIT DISTRICT, USAED, 477 MICHIGAN AVE DETROIT MI 48226 TEL: (313) 226-5148 FAX: (313) 226-2209
9. FOR INFORMATION CALL:	A. NAME WILLIAM L BRUSS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 313 226-3648

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> FY04 M/D Duluth Superior FY04 M/D Duluth Superior Harbor This project is 100% Small Business Set-Aside The NAICS Code is 237990 and the Small Business Size Standard is \$17,020,000.00. The approximate amount of dredging is 63,000 Cubic Yards.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>90</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>02 Mar 2004</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.
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SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
 MCM MARINE INC
 -DARWIN J. MCCOY
 1065 EAST PORTAGE AVE
 POST OFFICE BOX 922
 SAULT STE MARIE MI 49783

15. TELEPHONE NO. *(Include area code)*
 (906) 632-4316

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

See Item 14

CODE
0LAW1

FACILITY CODE
0LAW1

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT
\$485,000.00

23. ACCOUNTING AND APPROPRIATION DATA
See Schedule

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

ITEM

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

26. ADMINISTERED BY
 DULUTH AREA OFFICE
 DETROIT DISTRICT, C/O DIV
 CANAL PARK
 DULUTH, MN 55802

CODE F3M0U00

27. PAYMENT WILL BE MADE BY: CODE T0B0200
 U S ARMY CORPS OF ENGINEERS FINANCE AND
 5700 WASP AVENUE
 MILLINGTON TN 38054

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

31A. NAME OF CONTRACTING OFFICER *(Type or print)*
 WILLIAM L BRUSS / ADDED BY SUMI

30B. SIGNATURE

30C. DATE

TEL: 313 226-3648 EMAIL: William. L. Bruss@ireu.usace.army.mil
 31B. UNITED STATES OF AMERICA
 BY *[Signature]*

31C. AWARD DATE
 30-Jun-2004

Section SF 30 - BLOCK 14 CONTINUATION PAGE

IL030018 - 06/13/2003

General Decision Number IL030018 06/13/2003 IL18

Superseded General Decision No. IL020018

State: Illinois

Construction Type:

DREDGING
MARINE

County(ies):

STATEWIDE

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO,
PENNSYLVANIA AND WISCONSIN

DREDGING AND MARINE CONSTRUCTION

Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Loc at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

STATEWIDE

SUIL2001A 01/01/2003

	Rates	Fringes
MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):		

FLOATING EQUIPMENT:

Indiana:

Class I	34.60	11.55+b&c
Class II	33.10	11.55+b&c
Class III	29.45	11.55+b&c
Class IV	24.50	11.55+b&c

Illinois:

Class I	38.35	11.55+b&c
Class II	36.85	11.55+b&c
Class III	32.80	11.55+b&c
Class IV	27.30	11.55+b+c
Michigan:		
Class I	26.75	14.58+b&c
Class II	25.25	14.58+b&c
Class III	22.50	14.58+b&c
Class IV	18.70	14.58+b&c
Minnesota:		
Class I	31.75	8.45+b&c
Class II	30.25	8.45+b&c
Class III	26.95	8.45+b&c
Class IV	22.40	8.45+b&c
New York:		
(Cattaraugus, Chautauga, Erie and Orleans Counties):		
Class I	26.96	13.56+b&c
Class II	25.46	13.56+b&c
Class III	22.66	13.56+b&c
Class IV	18.85	13.56+b&c
(Cayuga, Jefferson, Oswego, and St. Lawrence Counties):		
Class I	25.30	8.85+b&c
Class II	23.80	8.85+b&c
Class III	21.20	8.85+b&c
Class IV	17.65	8.85+b&c
(Niagara):		
Class I	24.90	11.90+b&c
Class II	23.40	11.90+b&c
Class III	20.80	11.90+b&c
Class IV	17.30	11.90+b&c
(Monroe and Wayne Counties and the City of Rochester):		
Class I	27.50	9.00+b&c
Class II	26.00	9.00+b&c
Class III	23.15	9.00+b&c
Class IV	19.25	9.00+b&c
Ohio:		
(Ashtabula, Cuyahoga, Erie, Lake, and Lorain Counties):		
Class I	32.36	7.10+b&c
Class II	30.86	7.10+b&c
Class III	27.47	7.10+b&c
Class IV	22.84	7.10+b&c
(Lucas, Henry, Ottawa, Wood and Sandusky Counties):		
Class I	30.65	7.10+b&c
Class II	29.15	7.10+b&c
Class III	25.95	7.10+b+c
Class IV	21.58	7.10+b&c
Pennsylvania:		
(Erie County):		

Class I	24.57	8.74+b&c
Class II	23.07	8.74+b&c
Class III	20.67	8.74+b&c
Class IV	17.77	8.74+b&c

Wisconsin:

Includes all marine/floating type work on projects in the Superior/Duluth Harbor, Lake Superior.

Class I	31.65	12.30+b&c
Class II	30.15	12.30+b&c
Class III	26.85	12.30+b&c
Class IV	22.35	12.30+b&c

HYDRAULIC DREDGING:

TUG OPERATOR - Vessel Over 800 Horse- Power	26.49	7.61+a+b
LAUNCH OPERATOR - Vessel 800 Horse- Power Or Less	25.15	7.61+a+b
TUG ENGINEER	26.49	7.61+a+b

TUG WORKERS:

Fireman, Lineman, Oiler, Deckhand, Tankerman, Scowman, (on/or with tugboats, launches, or other self-propelled boats)	22.51	7.61+a+b
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DREDGE WORKERS:

Lead Deckhand Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations) Pipeline men, (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and sandboats) Rangeman, Tankerman, Sweepman and service	29.68	7.61+a+b
Truck Driver	22.51	7.61+a+b

PAID HOLIDAYS (WHERE APPLICABLE):

A- NEW YEAR'S DAY, B- MEMORIAL DAY, C- INDEPENDENCE DAY, D-LABOR DAY, E- THANKSGIVING DAY, F- CHRISTMAS DAY, G- PRESIDENT'S DAY, H- VETERAN'S DAY.

FOOTNOTES:

- a. \$30.10 per day per employee for medical
- b. Eight paid holidays: A thru H
- c. Hazardous/Toxic Waste Material:
 - *Level A \$2.50 per hour
 - *Level B 2.00 per hour

*Level C 1.00 per hour

*Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision.

*Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.

CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)

Class II - Crane/Backhoe Operator and Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver/tender

Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), ug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc.

Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

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

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

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Schedule I - FFP Government -Furnished Disposal Area Mobilization and Demobilization PURCHASE REQUEST NUMBER: W56MES-3337-5889	1	Lump Sum	\$168,000.00	\$168,000.00

NET AMT \$168,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Site Preparation FFP PURCHASE REQUEST NUMBER: W56MES-3337-5889	1	Lump Sum	\$3,000.00	\$3,000.00

NET AMT \$3,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Dredging Boxes 1,2 4 and 6 FFP Dredging First 8,000 Cubic Yards PURCHASE REQUEST NUMBER: W56MES-3337-5889				

NET AMT \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	First 8,000 Cubic Yards FFP Boxes 1, 2, 4 and 6	8,000	Cubic Yard	\$10.00	\$80,000.00
NET AMT					\$80,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Over 8,000 Cubic Yards FFP Boxes 1,2, 4 and 6	26,000	Cubic Yard	\$9.00	\$234,000.00
NET AMT					\$234,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option Dredging Boxes 3 & 5 FFP PURCHASE REQUEST NUMBER: W56MES-3337-5889				
NET AMT					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	First 6,000 cubic yards FFP	6,000	Cubic Yard		

NET AMT \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	Over 6,000 Cubic Yards FFP Boxes 3 and 5	23,000	Cubic Yard		

NET AMT \$0.00

FOB: Destination

Section 00100 - Bidding Schedule/Instructions to Bidders

DREDGE MOU

Contract Clause for Dredging and Dredge Related Marine Work

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

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

CLAUSES INCORPORATED BY FULL TEXT

52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

SAFETY MANUAL

U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL,
EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-16 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	FEB 1992
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7004	Payment for Mobilization and Demobilization	DEC 1991
252.236-7007	Additive or Deductive Items	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 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 90 calendar days including the option if exercised after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

NOTE: Dredging is prohibited before 15 August 2004. Additional time will not be provided to complete the work if the option is exercised.

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$849.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

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

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.	
Duluth Superior Harbor, MN-WI FY04 Maintenance Dredging General Plan, Location Map, Notes & Legend		1	
Duluth Superior Harbor, MN-WI FY04 Maintenance Dredging Dredge Plan, Boxes 1 through 6		2	
Duluth Superior Harbor, MN-WI FY04 Maintenance Dredging Confined Disposal Facility		3	Erie Pier

(End of clause)

Section 00800 - Special Contract Requirements

CDF CLAUSE 52.0036-4330

52.0036-4330 CONTRACTOR FURNISHED DISPOSAL AREA

AWARD OF THE CONTRACT UNDER SCHEDULE II WILL BE SUBJECT TO ACCEPTANCE OF THE CONTRACTORS PROPOSED DISPOSAL AREA(S) BY THE CONTRACTING OFFICER.

The following information must be provided in full with the bid at the time of bid opening for EACH contractor proposed disposal area bid in Schedule II (incomplete, partial or missing information and/or approvals will cause the bid to be deemed non-responsive):

(1) CONTRACTOR PROPOSED DISPOSAL AREA INFORMATION

For EACH proposed disposal site provide:

- (a.) Name, address and telephone number of property owner(s);
- (b.) Site address, location, site map and legal description (or an appropriate descriptive substitute);
- (c.) Proposed disposal site dimensions and capacity;
- (d.) Proposed average depth of fill and material grades over area;
- (e.) Executed disposal permit(s) for the site; (SEE Sample provided at SECTION 01999).

(2) COORDINATION AND APPROVAL WITH STATE AND FEDERAL AGENCIES

For EACH proposed disposal site documentation of written approval from the appropriate State and Federal agencies must be provided. For proposed disposal areas located within the State where this project is sited, the following agencies are suggested (for proposed disposal areas located outside the State where this project is located, please contact the Contracting officer for suggested agency contacts):

- (a) [Chief, Water Quality Division Minnesota Pollution Control Agency, 520 Lafayette Road, St. Paul, MN 55155];
- (b) [Chief, Natural Resources Planning and Review Services, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155-4001];
- (c) [State Historic Preservation Officer, Minnesota Historical Society, 345 Kellogg Blvd. West, St. Paul, MN 55102];
- (d) [Supervisor, Office of Strategic Environmental Analysis, B-19J ATTN: Environmental Review Group, USEPA Region 5, 77 West Jackson Blvd. Chicago, IL 60604-3590];
- (e) [Supervisor, U.S. Fish & Wildlife Service, Ecological Services 4101 East 80th St., Bloomington, MN 55425];

(3) CONTRACTOR FURNISHED DISPOSAL SITE(S) COSTS

All expenses incurred in providing and making available contractor furnished disposal areas shall be borne by the contractor. Further, any and all liability and damages arising from the use and disposal of dredged materials from this contract upon the contractor furnished disposal site(s) shall be the responsibility of the contractor.

(4) USE OF BOTH CONTRACTOR FURNISHED AND GOVERNMENT PROVIDED DISPOSAL SITES

Should the contractor be approved by the Corps to use contractor furnished disposal area(s) in conjunction with government furnished disposal area(s), the contractor shall place dredge material, to the greatest extent practicable, into the contractor furnished disposal site(s) first. Once the contractor furnished disposal area(s) capacity (as approved in 52.0036-4330(1)(c)) has been reached, the government furnished disposal area(s) shall be made available for disposal.

(5) AFTER AWARD PROPOSALS FOR ALTERNATE CONTRACTOR FURNISHED DISPOSAL SITE(S)

Use of alternate contractor furnished disposal site(s) may be considered in the Contracting Officers discretion, after award, where:

(a) the contractor furnished disposal site(s) become unavailable for use through no cause, fault or failing upon the part of the contractor; and

(b) use of a post-award, alternate contractor furnished disposal site(s) are in the best interest of the government.

For use of post award, alternate contractor furnished disposal site(s), the contractor must comply with the same requirements as noted in the proceeding paragraphs (52.0036-4330 (1), (2), (3) and (4)). However, the contractor must submit the post award, alternated disposal site information and approvals, for each alternate site, within 60 calendar days prior to the proposed use of the alternate site(s). Submittal of documents, information and approvals will not be permitted within less than the 60 day time frame unless expressly approved in writing by the Contracting Officer.

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 2520001VLJ005050 NA 96203
AMOUNT: \$26,000.00

CLAUSES INCORPORATED BY FULL TEXT

52.211-5000 EVALUATION OF SUBDIVIDED ITEMS (MAR 1995)--EFARS
Item Nos.0003, 0004, 0007and 0008 are subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its sub-items.
(End of clause)

52.211-5001 VARIATIONS IN ESTIMATED QUANTITIES, SUBDIVIDED ITEMS
(MAR 1995)--EFARS

This variation in estimated quantities clause is applicable only to Items Nos.0003, 0004, 0007 and 0008.

(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 Nos.0003, 0004, 0007 and 0008 is less than 85% 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 52.212-11, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. 0003, 0004, 0007 and 0008 exceeds 115% or is less than 85% 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 Nos.0003, 0004, 0007 and 0008 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 52.212-11, Variation in Estimated Quantities.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within seven (7) months after contract award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS

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

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by 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 IV. 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.

(End of clause)

52.232-5002 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995)--EFARS

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$26,000.00 has been reserved for this contract and is available for payment 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 this 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 other wise 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 this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

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

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by topographic and hydrographic surveys.
- (b) Weather conditions. The Contractor shall investigate and satisfy itself as to all hazards likely to arise from weather conditions during the performance of its work.
- (c) Transportation facilities. The Contractor shall investigate and obtain the necessary information and data as to the availability and use of access roads, highways and railroad facilities to the work site. The Contractor shall obtain necessary permits to operate on or cross public highways, roads and railroads.
- (d) Use of Project Site. Project area usage is at the Contractor's risk. The Contractor shall be responsible for damages

that may be suffered due to its operations. See technical specifications and drawings for additional information physical data.

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

52.236-5000 PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1995)--
EFARS

Should this contract be terminated as provided in clause 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty (60) percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining forty (40) percent upon completion of demobilization.

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

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

- (i) Actual mobilization costs at completion of mobilization;
- (ii) Actual demobilization costs at completion of demobilization; and
- (iii) The remainder of this item in the final payment under this contract.

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

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the USAED, Detroit District, Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the USAED, Detroit District Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the USAED, Detroit District Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

WEATHER DAYS

52.236-420

TIME EXTENSION FOR UNUSUALLY SEVER WEATHER (31 OCT 89) (ER 415-1-15)

- a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled “DEFAULT (FIXED-PRICE CONSTRUCTION).” In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:
 - (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
 - (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor’s progress schedule must reflect these anticipated adverse delays in all weather dependent activities.

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

Jan	Feb	Mar	April	(1-15)	(16-30)	May	Jun	Jul	Aug	Sept	Oct	Nov	(1-15)	(16-30)	Dec
31	29	31		15	5	4	3	2	2	4	4		8	15	31

c. Upon acknowledgement of the Notice to Proceed (NTP) and continuation throughout the contract, the Contractor will record on the daily CQC Report, the occurrence of the adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the contractor’s scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated in subparagraph b above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled “DEFAULT (FIXED-PRICE CONSTRUCTION).”