

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 02-Aug-2002		4. REQUISITION/PURCHASE REQ. NO. W807PM-2150-1441		5. PROJECT NO.(If applicable) Item 461-R	
6. ISSUED BY CONSTRUCTION & A/E BRANCH 4155 CLAY STREET VICKSBURG MS 39183-3435		CODE DACW38		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW38-02-B-0036	
				X		9B. DATED (SEE ITEM 11) 08-Jul-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
<p>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:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) REFERENCE SOLICITATION NO. DACW38-02-B-0036, FOR FC/MR&T, WEST BANK MISSISSIPPI RIVER LEVEES, WILLOW POINT-YOUNGS POINT, LOUISIANA, LEVEE ENLARGEMENT AND BERMS, ITEM 461-R, SCHEDULED FOR BIDS TO OPEN ON 08 AUGUST 2002 AT 1400HRS, IS HEREBY AMENDED AS FOLLOWS: <p style="text-align:center;">SEE CONTINUATION SHEET</p>							
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-Aug-2002	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

The following items are applicable to this modification:CONTINUATION PAGE

Continuation (Block 14)

DACW38-02-B-0036, Amendment 0002

BID OPENING DATE

The bid opening time and date has been extended to 22 August 2002, at 1430 Hours.

Right of way has been received for the above referenced solicitation. Site visits can now be scheduled as needed by contacting Mr. Gerald R. McDonald, Area Engineer, Vidalia Area Office, 100 Advocate Row, Vidalia, Louisiana 71373-3032, telephone (318) 336-5226.

TECHNICAL SPECIFICATIONS

In the Notes Section-Summary, the unit of measure incorrectly states, "All unit of measure is metric" it should read: "All unit of measure is English."

Section 00800 SPECIAL CONTRACT REQUIREMENTS is reissued in its entirety.

Section 02111 CLEARING AND GRUBBING is reissued in its entirety.

Section 02222 EXCAVATION is reissued in its entirety.

DRAWINGS

Make "pen and ink" change as follows:

SHEET NO. 3

Add note: "CONSTRUCT UPSTREAM AND DOWNSTREAM RIVERSIDE RAMPS ("Y" RAMP) TO CONNECT TO TRAVERSE TO BE LEFT INTACT AT APPROXIMATE STATION 2282+00."

Delete note at approx. Sta. 2290+00: "RIVERSIDE RAMP: SEE NOTE 2."

Add note at approx. Sta. 2314+00: "RIVERSIDE RAMP: SEE NOTE 2."

Add note: "30 FT. WIDE TRAVERSE TO BE LEFT INTACT ACROSS BORROW AREA WITH 1 ON 3 SIDE SLOPES OPPOSITE APPROXIMATE LEVEE STATION 2282+00 AS DIRECTED BY THE CONTRACTING OFFICER."

Pages reissued by this amendment have the notation "Reissued by Amendment 0002" at the bottom of the page. Text added by this amendment is shown underlined and in bold characters. Text deleted by this amendment is shown as overstruck.

Encls: Section 00800, pages 1 thru 6

Section 02111, pages 1 thru 6; Section 02222, pages 1 thru 6.

DOCUMENT TABLE OF CONTENTS
DIVISION 00 - DOCUMENTS
SECTION 00800
SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

- 1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
- 1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)
- 1.3 EXCEPTION TO LIQUIDATED DAMAGES
- 1.4 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)
- 1.5 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
- 1.6 WORK TO BE PERFORMED BY CONTRACTOR'S OWN ORGANIZATION
- 1.7 PHYSICAL DATA (APR 1984)
- 1.8 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)
- 1.9 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)
- 1.10 COMMAND OVERSIGHT
- 1.11 YEAR 2000 COMPLIANCE

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Document Table of Contents --

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 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 600 calendar days after the date the Contractor receives the notice to proceed. The notice to proceed will be issued on or about 1 October 2002. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 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 \$475.00 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. (FAR 52.211-12)

1.3 EXCEPTION TO LIQUIDATED DAMAGES

Since the Contractor's obligations specified in Section 02933 EXISTING TURF MAINTENANCE AND NEW TURF ESTABLISHMENT may extend beyond the completion time specified in paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, these periods and the additional work, if required, will be exempt from liquidated damages provided all other work has been completed.

1.4 CONTRACT DRAWINGS 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 which 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 which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

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

FILE NO. M-15-952

DRAWING TITLE	DRAWING NO.
PROJECT LOCATION MAPS AND INDEX	1
LEVEE PLAN AND PROFILE-STA. 2112+40 TO STA. 2210+00	2
LEVEE PLAN AND PROFILE-STA. 2210+00 TO STA. 2322+00	3
BORING LOCATIONS-STA. 2112+40 TO STA. 2210+00	4
BORING LOCATIONS-STA. 2210+00 TO STA. 2322+00	5
TYPICAL SECTIONS	6
TYPICAL SECTIONS	7
STORM WATER POLLUTION PREVENTION DETAILS	8
CATTLE GUARD DETAILS	9
STAGE HYDROGRAPHS	10
BORROW BORING PROFILES	11-16
FOUNDATION BORING PROFILES	17-19
SEEPAGE BORING PROFILES	20-24
BLANKET BORING PROFILES	25-26
BORING LEGEND	27
BORING LEGEND	27A

(DFARS 252.236-7001)

1.5 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

1.6 WORK TO BE PERFORMED BY CONTRACTOR'S OWN ORGANIZATION

Within 10 days after award, the successful bidder/contractor must furnish the Contracting Officer a description of the items of work which will be performed with its own forces and the estimated cost of those items. (See paragraph PERFORMANCE OF WORK BY THE CONTRACTOR.)

1.7 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 surveys and borings.

(b) Weather Conditions. Information with respect to temperatures and precipitation may be obtained from the National Weather Service.

(c) Transportation Facilities.

(1) Roads. Interstate 20 and U.S. Highway 65 serves the general area.

(2) Railroads. The Missouri Pacific Railroad serves the general area.

(d) Floods. High water stages or events are not to be considered a "flood," and damages resulting therefrom are not compensable under Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph DAMAGE TO WORK unless river or stream stages exceed channel capacity and overtop the natural or artificial banks. High water stages and/or high water events at stages below ordinary top bank of a river or stream are not floods, even if such water reaches the project. For example, water flowing through or over low points in the river or stream bank, such as drains, are not floods.

(e) Additional Data. Additional data consisting of additional cross sections, records of borings, and boring samples are available for inspection at:

U.S. Army Engineer District, Vicksburg
4155 Clay Street
Vicksburg, Mississippi 39183-3435

(FAR 52.236-4)

1.8 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 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining forty 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 subparagraphs (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.

(DFARS 252.236-7004)

1.9 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

(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 III. 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. (EFARS 52.231-5000)

NOTE: EP-1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule" is available on the internet at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm>, or may be purchased from the Government Printing Office on CD-ROM by calling (202) 512-1800.

1.10 COMMAND OVERSIGHT

Although the U.S. Army Corps of Engineers has decided that effective 1 Oct 93 District and operating Major Subordinate Commanders will no longer be Contracting Officers, the Commanders will be expected to exercise oversight on (approve) critical decisions on this contract, including contract award (see FAR Clause 52.204-1, "Approval of Contract"), settlement actions and alternate dispute resolution (ADR).

1.11 YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically, the contractor shall:

- (a) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishing under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.
- (b) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 02 - SITE WORK

SECTION 02111

CLEARING AND GRUBBING

PART 1 GENERAL (Not Applicable)

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

3.2 CLEARING

3.2.1 General

3.2.2 Merchantable Timber

3.2.3 Trees

3.2.4 Vegetation Removal

3.2.5 Miscellaneous Structure Foundation and Debris

3.2.6 Areas to be Cleared

3.2.6.1 General

3.2.6.2 Borrow Areas

3.2.6.3 Other Areas

3.3 GRUBBING

3.3.1 General

3.3.2 Areas to be Grubbed

3.3.2.1 Levee Embankment

3.3.2.2 Ditches

3.3.2.3 Berms

3.3.3 Borrow Areas

3.3.4 Pipes

3.3.5 Filling of Holes

3.4 DISPOSAL OF DEBRIS

3.4.1 General

3.4.2 Burning

3.4.3 Burying

3.4.4 Chipping

3.4.5 Removal from Site of Work

-- End of Section Table of Contents --

SECTION 02111

CLEARING AND GRUBBING

PART 1 GENERAL (Not Applicable)

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

All clearing and grubbing work, including vegetation removal, for all required excavations and embankment construction shall be completed at least 500 feet in advance of the required work. If regrowth of vegetation or trees occurs after clearing and grubbing and before excavation or placement of fill, the Contractor will be required to clear and grub the area again prior to beginning the work, and no payment will be made for this additional clearing and grubbing.

3.2 CLEARING

3.2.1 General

Clearing, unless otherwise specified, shall consist of the complete removal above the ground surface, except as indicated below, of all trees, stumps, down timber, snags, brush, vegetation, old piling, loose stone, abandoned structures, abandoned fencing, fencing, drift, trash, and similar debris. Growth standing in water in areas which are not drained in accordance with Section 02230 EMBANKMENT, paragraph DRAINAGE, may be cut off so as not to protrude more than 2 feet above the existing water surface.

3.2.2 Merchantable Timber

The landowners have reserved the right to harvest merchantable timber within the rights-of-way until 1 October 2002. ~~Unless otherwise approved, the Contractor will not be permitted to clear and grub until after the above date. The Contractor shall fully cooperate with the timber harvesting contractor.~~ It is anticipated that the Notice to Proceed for this contract will not be issued until on or about 1 October 2002. The trees that existed within the areas required to be cleared during the contract advertisement period will likely be reduced to stumps and scattered downed tree tops by the landowner's timber harvesting operations prior to Notice to Proceed. Deep skidder ruts may exist. No payment will be made for any additional costs the Contractor incurs due to this timber harvesting, and all costs therefor shall be included in the contract lump sum price for "Clearing and Grubbing". Merchantable timber remaining within the areas to be cleared on or after the date of the Notice to Proceed may be disposed of as the Contractor sees fit, as long as such merchantable timber is either removed from the Government furnished rights-of-way or is satisfactorily disposed of in accordance with paragraph DISPOSAL OF DEBRIS. The Contractor is precluded from making any claim for time extensions, costs, or damage to his operations by reason of the timber harvesting operations, or by reason of the existence or nonexistence of merchantable timber, crops, debris, or stumps within the areas to be cleared after timber harvesting operations are complete.

3.2.3 Trees

Trees shall be felled in such a manner so as to avoid damage to trees to be left standing, to existing structures and installations, and to those under construction, and with due regard for the safety of employees and others.

Where trees are required to be cleared and grubbed, trees shall not be cut off or sheared at or below the ground surface, but shall have a minimum of 8 inches of easily visible stump remaining above the ground surface.

3.2.4 Vegetation Removal

Vegetation to be removed shall consist of crops, grass, bushes and weeds. Close-growing grass and other vegetation shall be removed from areas to receive semicompacted and uncompacted embankment to provide a completely bare earth surface immediately prior to foundation preparation. Removal of vegetation from the side of the existing levees shall be limited to 1,000 feet in advance of embankment placement. Acceptance of the vegetation removal operation shall precede the initiation of foundation preparation in the area from which vegetation has been removed. For areas to receive uncompacted embankment, grass and other vegetation that is 12 inches in height or less shall be mowed to a height not to exceed 4 inches above the ground surface or existing embankment prior to placing embankment. For areas to receive uncompacted embankment, grass and other vegetation that is greater than 12 inches in height shall be mowed to a height not to exceed 4 inches above the ground surface or existing embankment, and the resulting grass and other vegetation cuttings shall be removed from the area prior to placing embankment.

3.2.5 Miscellaneous Structure Foundation and Debris

The Contractor shall remove all abandoned foundations, debris, and other materials which remain after buildings or other structures have been removed.

3.2.6 Areas to be Cleared

3.2.6.1 General

The entire area to be occupied by the required levee embankment and berm embankment, together with strips 5 feet wide contiguous thereto, ramps, **traverses**, riprap, fence lines, and ditches shall be cleared.

3.2.6.2 Borrow Areas

Borrow areas shall be as shown on the drawings. Contractor furnished borrow areas will not be permitted. Only those portions of borrow areas from which borrow material will actually be obtained under this contract shall be cleared, and this clearing shall be to the extent necessary to provide materials free from unsuitable matter as described in Section 02230 EMBANKMENT, paragraph UNSUITABLE MATERIALS.

3.2.6.3 Other Areas

Clearing of the area between the 5 foot strip contiguous to the levee embankment and berm embankment and the borrow area shall be limited to the minimum required for construction operations.

3.3 GRUBBING

3.3.1 General

Grubbing shall consist of the removal of all stumps, roots, buried logs, old piling, old paving, old foundations, pipes, drains, and other unsuitable matter as described in Section 02230 EMBANKMENT, paragraph UNSUITABLE MATERIALS.

3.3.2 Areas to be Grubbed

3.3.2.1 Levee Embankment

Grubbing shall be performed within the limits of the levee embankment together with the 5 foot strips contiguous thereto, **and traverses**. All roots and other projections over 1 1/2 inches in diameter shall be removed to a depth of 3 feet below the natural surface of the ground or surface of existing embankments. The areas to be grubbed are those specific areas, within the limits specified herein, from which trees, stumps, down timber, snags, old piling, abandoned structures, and other projections have been removed. In the event the areas specified in Section 02230 EMBANKMENT, paragraph DRAINAGE are not drained, and growth and projections standing in water are cut off as permitted in paragraph CLEARING, subparagraph GENERAL, grubbing within such areas will not be required.

3.3.2.2 Ditches

All stumps and exposed roots and other obstructions shall be removed from within the limits of all ditches to be constructed.

3.3.2.3 Berms

Areas which are to be occupied by berms shall shall be grubbed in accordance with paragraph AREAS TO BE GRUBBED, subparagraph LEVEE EMBANKMENT.

3.3.3 Borrow Areas

Borrow areas shall be as shown on the drawings. Contractor furnished borrow areas will not be permitted. Only those portions of borrow areas from which borrow material will actually be obtained under this contract shall be grubbed, and this grubbing shall be to the extent necessary to provide materials free from unsuitable matter as described in Section 02230 EMBANKMENT, paragraph UNSUITABLE MATERIALS.

3.3.4 Pipes

The Contractor shall inform the Contracting Officer of all pipes and drains not shown on the drawings which are encountered during grubbing. Such pipe and drains shall not be removed or disturbed until so directed by the Contracting Officer. Material excavated in the process of removing pipes and drains shall be disposed of as specified in Section 02222 EXCAVATION, paragraph DISPOSITION OF MATERIALS.

3.3.5 Filling of Holes

All holes caused by grubbing operations and removal of pipes and drains, excluding holes in borrow areas and ditches, shall be backfilled with suitable material in 12 inch layers to the elevation of the adjacent ground surface, and each layer shall be compacted to a density at least equal to

that of the adjoining undisturbed material.

3.4 DISPOSAL OF DEBRIS

3.4.1 General

The primary method of disposing of all debris resulting from clearing and grubbing operations shall be burning as specified in paragraph BURNING. The following additional methods will also be permitted: burying in the borrow area in accordance with paragraph BURYING, chipping in accordance with paragraph CHIPPING, or removal from the site in accordance with paragraph REMOVAL FROM SITE OF WORK. The Contractor shall make a reasonable effort to channel merchantable material into the commercial market to make beneficial use of materials resulting from clearing and grubbing operations.

3.4.2 Burning

In accordance with the Contract Clause PERMITS AND RESPONSIBILITIES, the Contractor shall obtain any permit which may be required for burning. Subject to applicable Federal, State and local laws and burning restrictions, the Contractor may burn material within the contract area at any time within the contract period. The Contractor shall thoroughly burn clearing debris and continue burning until as much debris as practicable is completely reduced to ashes. Burning operations shall be conducted so as to prevent damage to standing timber or other flammable growth. The Contractor shall be responsible for any damage to life and property resulting from fires that are started by his employees or as a result of his operations. The Contractor shall furnish, at the site of burning operations, adequate fire fighting equipment to properly equip his personnel for fighting fires. Fires shall be guarded at all times and shall be under constant surveillance until they have been extinguished.

3.4.3 Burying

Upon approval, the Contractor will be allowed to bury debris that is unburnable and debris that has been thoroughly burned but cannot be further reduced to ashes. The Contracting Officer will determine which debris is unburnable and which debris cannot be further reduced to ashes. The area available for burial will be adjacent to the riverside limit of excavation within the riverside borrow areas. All material disposed of by burying shall be covered with a minimum of 24 inches of earth.

3.4.4 Chipping

All cut timber, down timber, dead timber, branches, and brush may be chipped. The chips shall be hauled to stockpile locations approved by the Contracting Officer. The chips shall be deposited in piles. At the option of the Contractor, the chips may be either sold or spread over worksite areas as a dust preventive measure. However, disposal by spreading shall be acceptable only in areas where the wood chips cannot be washed either into ditches or streams or off the right-of-way by rainfall runoff.

3.4.5 Removal from Site of Work

The Contractor may elect to remove all or part of the debris from the site of the work. Such disposal shall comply with all applicable Federal, State and local laws. The Contractor shall, at his option, either retain for his own use or dispose of by sale or otherwise, any such materials of value.

The Government is not responsible for the protection and safekeeping of any materials retained by the Contractor. Such materials shall be removed from the site of the work before the date of completion of the work. If debris from clearing operations is placed on adjacent property, the Contractor shall obtain, without cost to the Government, additional rights-of-way for such purposes in accordance with Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph RIGHTS-OF-WAY. Such material shall be so placed as not to interfere with roads, drainage or other improvements and in such a manner as to eliminate the possibility of its entering into channels, ditches, or streams. The Contracting Officer reserves the right to approve or disapprove the use of Contractor-furnished disposal areas based on the location of the areas and a determination of the overall impact the proposed disposal areas will have on the environment or the integrity of the levee. Contractor-furnished disposal areas shall not be located in woodlands or wetlands. Disapproval by the Contracting Officer of Contractor-furnished disposal areas shall not form the basis of a claim against the Government.

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 02 - SITE WORK

SECTION 02222

EXCAVATION

PART 1 GENERAL

- 1.1 MEASUREMENT AND PAYMENT
 - 1.1.1 Measurement
 - 1.1.1.1 Excavation
 - 1.1.1.2 Waste Materials
 - 1.1.2 Payment
 - 1.1.2.1 Excavation
 - 1.1.2.2 Waste Materials

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

- 3.1 HAUL ROADS
- 3.2 EXCAVATION IN BORROW AREAS
 - 3.2.1 General
 - 3.2.1.1 Equipment
 - 3.1.2 Borrow Areas
 - 3.2.2 Requirements
 - 3.2.3 Borrow Area Locations
- 3.3 DISPOSITION OF MATERIALS
 - 3.3.1 Suitable Materials
 - 3.3.2 Unsuitable Materials
- 3.4 EXCAVATION IN OTHER AREAS
 - 3.4.1 General
 - 3.4.2 Drainage Ditches
 - 3.4.3 Acceptance
- 3.5 3.5 TRAVERSES

-- End of Section Table of Contents --

SECTION 02222

EXCAVATION

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

1.1.1 Measurement

1.1.1.1 Excavation

Excavation required by this section will not be measured for payment, except for materials ordered wasted by the Contracting Officer.

1.1.1.2 Waste Materials

Materials ordered wasted by the Contracting Officer will be measured for payment by the cubic yard, and quantities will be determined by the Government. The basis of measurement will be a survey of the area taken by the Government prior to the excavation and a second survey of the same area after completion of the excavation.

1.1.2 Payment

1.1.2.1 Excavation

No separate payment will be made for excavation, except for materials ordered wasted by the Contracting Officer, and all costs for excavation shall be included in the applicable contract unit price for "Levee Embankment, Semicompacted", "Berm Embankment, Semicompacted" or "Berm Embankment, Uncompacted", or the contract lump sum price for "Ramps and Ramp Crossings".

1.1.2.2 Waste Materials

Payment for materials ordered wasted will be made by an equitable adjustment under the Contract Clause CHANGES.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 HAUL ROADS

Haul roads between borrow areas and fill areas shall meet the minimum requirements specified herein. At no additional cost to the Government, the Contractor shall increase the minimum specified requirements as necessary, due to job site conditions, to assure safe operations. Whenever practical, one-way haul roads shall be used. Haul roads used for this work shall comply with the following:

- (a) One-way haul roads for off-the-road haulage equipment; (e.g., belly dumps, scrapers, and off-the-road trucks) shall have a minimum usable width of 25 feet. One-way haul roads for over-the-road haulage equipment (e.g., dump trucks, etc.) shall have a minimum usable width

of 15 feet.

When it is impractical to obtain the specified minimum widths for one-way haul roads (e.g., a road on top of a levee), a usable width of not less than 10 feet may be approved, provided a positive means of traffic control is implemented. Such positive means shall include signs, signals, or signalmen and an effective means of speed control.

(b) Two-way haul roads for off-the-road haulage equipment shall have a minimum usable width of 60 feet. Two-way haul roads for over-the-road haulage equipment shall have a minimum usable width of 30 feet.

(c) Haul roads shall be maintained to keep the surface free from potholes, ruts and similar conditions that could result in unsafe conditions. Haul roads shall be maintained free of all construction related debris, including loose riprap.

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

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

(f) Haul roads shall have the edges of the usable portion marked with posts at intervals not greater than 50 feet on curves and not greater than 200 feet elsewhere. Such markers shall extend 6 feet above the road surface, and for nighttime haulage shall be provided with reflectors in both directions.

3.2 EXCAVATION IN BORROW AREAS

3.2.1 General

The rights-of-way and earth materials for constructing the work will be furnished without cost to the Contractor, at locations specified herein and shown on the drawings. Notwithstanding any other provision of this contract, the Contractor is required to obtain all borrow material from the Government furnished borrow areas, ditches and other required excavations. Contractor furnished borrow areas will not be permitted.

3.2.1.1 Equipment

The Contractor shall provide the types of equipment as necessary to perform the required excavation according to the in situ conditions of the borrow area.

3.1.2 Borrow Areas

3.2.2 Requirements

Borrow areas shall conform to requirements prescribed herein and as shown on the drawings. The material necessary for the construction of the embankments shall be procured from borrow areas and required excavations by haulage or otherwise. The required excavation depths in the borrow areas

are indicated on the drawings, but the right is reserved, in accordance with the Contract Clause CHANGES, to modify the required depths in accordance with subsurface conditions determined as the work proceeds. The borrow areas excavated under this contract are required to be excavated considerably deeper than other recent projects of this type. Excavation to the required depths shown on the drawings may require excavation below the ground water table. Abrupt changes in grade shall be avoided. Any excavation below the depths and slopes specified herein or shown on the drawings shall be backfilled by the Contractor, at no cost to the Government, to the specified required excavation line, with suitable material placed and compacted in accordance with Section 02230 EMBANKMENT, paragraph SEMICOMPACTED EMBANKMENT. The borrow areas excavated under this contract shall be drained of water regardless of its source, including subsurface water, and kept free of water during excavation, as excavation will not be permitted in water nor shall excavated material be scraped, dragged or otherwise moved through water. Drainage of borrow areas shall be accomplished by ditching, sump pumping or other approved methods. The borrow areas excavated under this contract and inundated from high river stages shall be drained and allowed to dry to a workable condition as quickly as practicable after the high river stage has passed. The Contractor, at his option, may use rights-of-way for drainage other than those furnished by the Government provided that no additional clearing is required and their location and dimensions are approved by the Contracting Officer, and provided that the Contractor has obtained the rights-of-way in accordance with Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph RIGHTS-OF-WAY. Except as required by variable right-of-way widths, abrupt changes in borrow area alignment shall be avoided. To conserve arable land and make optimum use of available borrow, the excavation of the borrow areas ,except for traverses as specified in paragraph TRAVERSES, shall be made continuous throughout the length of the borrow areas to the required borrow depths, and at the width necessary to provide the required quantity of suitable material, and in such manner that all suitable available material within the required width will be utilized. The Contractor shall submit an excavation plan for approval by the Contracting Officer and shall not begin excavation until the Contracting Officer's approval has been received. The plan shall contain, as a minimum, the following:

- a. The Contractor's proposals for implementing Section 01354 ENVIRONMENTAL PROTECTION insofar as that section applies to borrow areas.
- b. The Contractor's proposed methods for draining and keeping the borrow areas free of water during excavation under this contract.
- c. The Contractor's proposed methods for draining borrow areas excavated under this contract which may be inundated by high river stages.
- d. A statement indicating whether the Contractor proposes to use:
 - (1) Government-furnished rights-of-way for drainage;
 - (2) Contractor-furnished rights-of-way for drainage; or
 - (3) A combination of Government-furnished and Contractor-furnished rights-of-way for drainage.
- e. For Contractor-furnished rights-of-way for drainage, the plan shall contain all of the information required by paragraph REQUIREMENTS and

the Contractor's proposals for implementing Section 01354 ENVIRONMENTAL PROTECTION, insofar as that section applies to rights-of-way for drainage.

f. The Contractor's proposals for conserving arable land and for making optimum use of available borrow, including the Contractor's proposed methods for smoothing the bottom of the borrow areas after having completed use of the borrow areas.

3.2.3 Borrow Area Locations

Borrow areas shall be located as shown on the drawings.

3.3 DISPOSITION OF MATERIALS

3.3.1 Suitable Materials

Excavated materials which are suitable for incorporation in the levee embankment, berm embankments, ramps and ramp crossings, or other fills or backfill, shall either be placed directly therein, or stockpiled and subsequently used in the levee embankment and berm embankments or other fills or backfill.

3.3.2 Unsuitable Materials

Materials from required excavation which, as defined in Section 02230 EMBANKMENT, paragraph UNSUITABLE MATERIALS, are unsuitable for levee embankment, berm embankments, ramps and ramp crossings, or other fills or backfill will be ordered wasted and shall be disposed of in abandoned portions of borrow areas. Where possible, unsuitable materials in borrow areas shall not be removed.

3.4 EXCAVATION IN OTHER AREAS

3.4.1 General

Excavation from other areas shall consist of removal of material in preparing the levee embankment and berm embankments foundations to the lines and grades shown on the drawings, removal of materials from ditches, and removal of unsuitable materials as defined in Section 02230 EMBANKMENT, paragraph UNSUITABLE MATERIALS. Whenever unsuitable foundation material is encountered, the unsuitable material shall be removed to the depth directed by the Contracting Officer. Care shall be exercised by the Contractor in excavating to the lines and grades shown and in removing unsuitable materials so as not to excavate below the grades specified or depth directed. Excavation below the lines and grades specified or the depth directed shall be backfilled by the Contractor at no cost to the Government. Such backfill shall be brought to grade with suitable material with each layer placed and compacted as specified in Section 02230 EMBANKMENT, paragraph SEMICOMPACTED EMBANKMENT. Excavated materials shall be disposed of as specified in paragraph DISPOSITION OF MATERIALS.

3.4.2 Drainage Ditches

Drainage ditches shall be located and excavated as shown on the drawings. Suitable material excavated from these ditches shall be used in the embankments and berms. Any excess material or material unsuitable to use in the embankment and berms shall be wasted and shall be disposed of as specified in paragraph UNSUITABLE MATERIALS. The right is reserved to

require such other ditching as is deemed desirable and which can be performed without unreasonable difficulty by the equipment on the job. Disposition of materials from such ditching shall be as stated above.

3.4.3 Acceptance

Prior to the acceptance of the work, the Contractor shall excavate sediments from ditches as necessary to restore them to grade and section. Disposal of such material shall be as directed by the Contracting Officer.

3.5 TRAVERSES

Except where gaps are necessary in order to comply with the drainage requirements set forth in paragraph BORROW AREAS, the traverse as noted on the drawings shall be left intact and extended across the borrow area opposite approximate levee station 2282+00. The location and dimensions of all drainage gaps are subject to approval by the Contracting Officer. When the Contractor has completed his use of the areas, he shall fill all drainage gaps in the traverse by placement of fill as specified in Section 02230 EMBANKMENT, paragraph SEMICOMPACTED EMBANKMENT. No separate payment will be made for filling drainage gaps in the traverse.

-- End of Section --