

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 18-Oct-2002	4. REQUISITION/PURCHASE REQ. NO. W807PM-2198-4777		5. PROJECT NO.(If applicable)	
6. ISSUED BY CONSTRUCTION & A/E BRANCH 4155 CLAY STREET VICKSBURG MS 39183-3435	CODE DACW38	7. ADMINISTERED BY (If other than item 6)		CODE	
		<b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. DACW38-02-B-0042	
			X	9B. DATED (SEE ITEM 11) 16-Aug-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.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Reference Solicitation No. DACW38-02-B-0042, for FC/MR&T, West Bank Mississippi River Levees, Willow Point - Youngs Point, LA, Levee Enlargement, Item 457-R, scheduled for bids to open on 24 October 2002 at 1400 hours is hereby amended as follows:  See Continuation Sheet.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		17-Oct-2002	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## BID OPENING DATE

A new bid opening date and time of 29 October 2002 at 1400 hours is hereby established.

## TECHNICAL SPECIFICATIONS

Section 00800 SPECIAL CONTRACT REQUIREMENTS is reissued in its entirety. Changes have been made in paragraph 1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.

Section 02111 CLEARING AND GRUBBING is reissued in its entirety. Changes have been made in paragraph 3.2.2 MERCHANTABLE TIMBER.

Pages revised by this amendment have the notation "Revised by Amendment 0006" at the bottom of the page. Text added by this amendment is shown as underlined. Text deleted by this amendment is shown as overstruck.

Encls: Section 00800, pages 1 thru 6  
Section 02111, pages 1 thru 6

(End of Summary of Changes)

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- 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
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PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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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 450 calendar days after the date the Contractor receives the notice to proceed. The notice to proceed will be issued on or about 1 ~~November~~ January 20023. 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-15-951

DRAWING TITLE	DRAWING NO.
PROJECT LOCATION MAPS AND INDEX	1
PLAN AND PROFILE - STA. 2322+00 TO STA. 2420+00	2
PLAN AND PROFILE - STA. 2420+00 TO STA. 2525+51.56	3
PLAN AND PROFILE - BORROW AREA NO. 2	4
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TYPICAL CROSS SECTIONS	7-10
MISCELLANEOUS DETAILS	11-13
CATTLE GUARD DETAILS	14
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BORING PROFILES - FOUNDATION BORINGS	22-24
BORING PROFILES - SEEPAGE BORINGS	25-26
BORING LEGEND	27-28

(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. U.S. Highway No. 65 and local roads serve the general area.

(2) Water Routes. The Mississippi River provides dependable navigation to points near the site of work.

(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)

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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 beginning excavations, 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 of all trees, stumps, down timber, snags, brush, vegetation, old piling, loose stone, abandoned culvert pipes and structures, abandoned fencing, fencing, drift, trash and similar debris.

3.2.2 Merchantable Timber

The landowners have reserved the right to harvest merchantable timber within the rights-of-way until 01 ~~November~~January 20023. It is anticipated that the Notice to Proceed for this contract will not be issued until on or about 1 ~~November~~January 20023. 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 lump sum contract price for "Clearing and Grubbing". Merchantable timber remaining within the areas to be cleared on or after the date of the Notice to Proceed of this contract 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 fill, landside ditch embankment areas, and borrow area dike embankment and road rehabilitation areas 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 fill, 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 fill, 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, landside ditch embankment, borrow area dike embankment, existing field road rehabilitation, 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 Borrow Area No. 1, 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. 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.

#### 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, Ramps, Traverses, Borrow Area Dikes and Road Rehabilitation, and Landside Ditch Embankment

Areas which are to be occupied by berms, ramps, traverses, borrow area dikes and field road rehabilitation areas, and landside ditch embankment 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 and Drains

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, 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

Except for those materials required to be removed from the site of work, 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 Borrow Area No. 1 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 Borrow Area No. 1. 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 these areas 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, except that all debris from ditch cleanout shall be disposed of by removal from the site of 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 --