

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE
			J	1
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 06-Aug-2003	4. REQUISITION/PURCHASE REQ. NO. W807PM-3093-4144		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) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. DACW38-03-B-0015	
		X	9B. DATED (SEE ITEM 11) 01-May-2003	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ 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 Invitation for Bids (IFB) No. DACW38-03-B-0015 for FC/MR&T, East Bank Mississippi River Levees, Carlisle-Tallula, MS, Levee Enlargement and Berms, Item 488-L, scheduled to open 21 August 2003, 1400 Hours. Subject IFB is amended as follows: See Page 2				
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)		06-Aug-2003

TECHNICAL SPECIFICATIONS

Section 01000 GENERAL CONTRACT REQUIREMENTS is reissued in its entirety. Paragraph 1.39 APPROVAL OF CONTRACTOR-FURNISHED RIGHTS-OF-WAY has been added.

Section 02111 CLEARING AND GRUBBING is reissued in its entirety. In paragraph 3.2.2 MERCHANTABLE TIMBER, the date of the timber reservation has been extended to 15 September 2003.

Pages of the technical specifications revised by this amendment have the notation "Revised by Amendment 0004" at the bottom of the page. Text added by this amendment is shown as underlined.

Encls: Section 01000, pages 1 thru 23
Section 02111, pages 1 thru 6

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01000

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SECTION 01000

GENERAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

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

CODE OF FEDERAL REGULATIONS (CFR)

19 CFR 24.24	Harbor Maintenance Fee
33 CFR 156	Oil and Hazardous Material Transfer Operations

1.2 PARTNERING

To enhance the potential for success on this contract, the Government encourages formation of a project partnership among all stakeholders (Government, Contractor, Subcontractors, Suppliers and Customer as appropriate). Project partnering provides a structured management approach to facilitate teamwork across contractual boundaries. This proposed partnership would strive to develop a cooperative working relationship to jointly establish and effectively reach mutual project execution goals. Participation in such a partnership will be totally voluntary. The partnering process would normally include an initial offsite kickoff meeting and follow-on maintenance meetings as agreed by the partnership. Costs of such meetings would be shared between the Government and the contractor, based on a mutual agreement, without change to the contract price. The partnering process will in no way relax or stiffen the requirements of the contract, but will enhance the likelihood of success through improved working relationships.

1.3 RIGHTS-OF-WAY

a. The rights-of-way for the work to be constructed under this contract, within the limits indicated on the drawings, will be provided by the Government without cost to the Contractor. The right-of-way upstream of station 6999+00 will not be made available to the Contractor until 01 September 2003. If these rights-of-way are used by the Contractor, he shall, at his own expense, do all work necessary to make such rights-of-way suitable for traveling to and from the worksite. Upon completion of the Contractor's work, any such rights-of-way furnished by the Government shall be left in a condition satisfactory to the Contracting Officer.

b. When so directed by the Contracting Officer, the Contractor shall, without expense to the Government and at any time during the progress of the work when it is not being actively used for contract operations, promptly vacate and clean up any part of the Government grounds or rights-of-way that have been allotted to or have been in use by the Contractor.

c. The Contractor shall not obstruct any existing roads on lands controlled by the United States except with written permission of the Contracting Officer and shall maintain such roads in as good condition as exists at the time of commencement of work under this contract.

d. The Contractor shall procure, without expense to the Government, all additional lands, access roads, or rights-of-way necessary for his use in the performance of the work or as required by his method of operation. The Contractor shall submit written evidence to the Contracting Officer that he has obtained the rights-of-way from the property owners. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired such rights-of-way, prepared and executed in accordance with the laws of the State in which the land is located. The Contractor shall also obtain from the owners a release for the Government for any damages which may result from his use of such rights-of-way. The written conveyance and release shall be provided to the Government prior to use of Contractor obtained additional lands, access roads, or rights-of-way. If temporary rights-of-way are obtained by the Contractor the period of time for those rights shall coincide with Section 00800 SPECIAL CONTRACT REQUIREMENTS, paragraph COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK, plus a reasonable time for any extension granted for the completion of the work. Any agreements or permits with levee boards, counties, parishes, municipalities, or other political subdivisions for moving material and equipment will be the responsibility of the Contractor and will be obtained at no expense to the Government. Any delays to the Contractor resulting from delays in procuring such additional lands, access roads, rights-of-way, or permits for moving material and equipment for his work under this contract will not be a basis for any claim for increase in the cost of this contract. The Contractor shall make his own investigations to determine the conditions, restrictions and difficulties which may be encountered in acquiring such rights-of-way and in the transportation of material and equipment. In addition, the Contractor shall be solely liable for any and all damages and claims of any nature whatsoever arising from or growing out of the acquisition and use of rights-of-way, etc., other than those furnished by the Government.

e. Notwithstanding any language or drawings to the contrary in this contract, the United States will not provide access or rights-of-way over any public lands and will not be responsible for acquiring such.

f. The Contractor shall repair at no expense to the Government, any and all damage to any existing roads when such damage is a result of his operations under this contract. (CEMVK-OC, 1989)

1.4 PRECONSTRUCTION CONFERENCE

a. A preconstruction conference will be arranged by the Area Engineer as soon after contract award as possible, and the conference will be conducted before work is allowed to commence. The Area Engineer will notify the Contractor of the time, date, and location for the meeting. At this conference, the Contractor will be oriented with respect to contract administration procedures, lines of authority, and construction matters. All known subcontractors performing at least 20 percent of the contract are required to attend this conference. Additional conferences may be established by the Area Engineer for any major subcontractors unknown at the time of the initial conference.

b. Submission by the Contractor of the items listed below will determine the date of the conference. The following items shall be submitted to the Area Engineer for review at least seven (7) calendar days prior to the preconstruction conference:

- (1) Accident Prevention Plan
- (2) Environmental Protection Plan
- (3) Quality Control Plan

c. The Contractor shall bring to this conference, in completed form the following:

- (1) Letter of superintendent appointment and authority
- (2) List of subcontractors

d. The Contractor should bring to this conference, or at least be prepared to discuss, the following:

- (1) Submittal register
- (2) Progress chart or Network Analysis System (as applicable)

e. Minutes of this conference will be taken and prepared by the Area Engineer and sent to the Contractor for his concurrence and signature.

1.5 SUBMITTAL OF SUBCONTRACTING PLAN

a. This paragraph does not apply to small business concerns.

b. After bid opening, and within 7 days, the apparent low bidder, upon telephone notification by the Small and Disadvantaged Business Utilization Specialist, shall submit a Small and Disadvantaged Business Subcontracting Plan. The plan shall be submitted in accordance with Contract Clauses UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS and SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN - ALTERNATE 1, and the person responsible for administering the plan shall be named in paragraph AGENT FOR SUBMITTING SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN of the Representations and Certifications.

1.6 NOTIFICATION OF AREA ENGINEER BEFORE BEGINNING WORK

At least 7 days before beginning work and at least one day before resuming work after a period of 7 days or more when no work has been performed, the Contractor shall notify U.S. Army Corps of Engineers, Ms. Stephanie L. Hall, Project Engineer, Greenville Project Office, P.O. Box 917, Greenville, MS, 38701-0917, telephone (662) 334-9072.

1.7 ORDER OF WORK

The work shall be carried on in accordance with the Progress Chart (schedule) required by paragraph (a) of the Contract Clause SCHEDULES FOR CONSTRUCTION CONTRACTS. In preparing the Progress Chart (schedule), the Contractor shall give the following priorities to the work:

a. The Contractor shall continuously maintain access to Shipland Wildlife Management Area. Before obstructing the access to Shipland Wildlife Management Area at station 7233+00 from the Y-ramp at station 7175+00, the Contractor shall perform the following work:

(1) Remove and stockpile the existing roadway surfacing between the riverside ramp at station 7330+00 and the slough crossing. Construct a crossing, including a 36-inch corrugated metal pipe, in accordance with the details shown on the drawings. Replace and evenly distribute the stockpiled existing roadway surfacing. Place new surfacing material on the road, parking area and turn around area as indicated on the drawings and as directed by the Contracting Officer's representative. The crossing shall be maintained from 1 August through 30 April of each year during the life of the contract. The Contractor shall grade and repair the slough crossing and existing road, including repair and/or replacing the culvert, as necessary so as to maintain access during the specified periods for the life of the contract. Traffic controls and signage shall be in accordance with paragraph MAINTENANCE OF TRAFFIC AND ACCESS TO ADJACENT LANDS. No additional measurement or payment will be made for any work required for maintaining this access.

(2) Install a 24-inch culvert in the existing roadside ditch and construct and maintain a temporary road and Y-ramp (with levee surfacing as directed) landside at station 7420+00 until the permanent road and Y-ramp have been constructed to allow access to the riverside ramp at station 7330+00. This access shall be maintained until access to the riverside ramp at station 7233+00 from the Y-ramp at station 7175+00 is reopened.

b. The Contractor shall continuously maintain access to the riverside ramp at station 7029+00, via levee surfacing, from the upstream limit of work, or the landside ramp at station 7024+00, or the landside ramp at station 7170+00.

c. Excavation of the existing berm and 4 feet required excavation for borrow shall begin at the upstream limits as indicated in the tabulation and proceed continuously downstream as limited herein. The excavation of the existing berm and 4 feet required excavation for borrow shall be limited to no more than a 5,000 feet excavation reach. This 5,000 feet excavation reach shall progress downstream in 1,000 feet increments, but only after each progressive 1,000 feet increment of existing berm and 4 feet required excavation for borrow has been excavated full depth and full width and the retaining dikes for this increment have been completed to grade and section.

d. Embankment construction shall begin at the upstream limit and proceed continuously downstream until embankment construction has been completed. Levee embankment shall not be constructed to a grade higher than one foot below the existing levee crown until after the adjacent berms have been constructed to the required grade and section. The riverside slope of the levee where existing material above gross grade is shown to be used for borrow shall not be cleared until after the levee enlargement above one foot below the existing crown height for that reach is being constructed, and no more than 14 days prior to using this material for embankment.

- e. Ramps shall be constructed concurrently with adjacent levee embankment construction.
- f. Borrow Areas 1 and 2 shall be depleted of all borrow material prior to beginning any clearing, grubbing, or excavation operations in Borrow Area 3.
- g. Existing gravel and cattle guards shall be removed from the levee crown and ramps no less than 1,000 feet, but no more than 2,000 feet, in advance of embankment construction. No more than 10,000 feet of levee shall be without surfacing, either new or existing, at any time.
- h. Existing levee gravel shall be removed from the stockpile and placed on the new levee crown and ramps after each reach of levee embankment has been completed, and before levee embankment has been completed more than 2,000 feet in advance of the reach that has already received existing gravel.
- i. New surfacing material shall be placed on completed embankment so that the completed new surfacing shall be no less than 3,000 feet and no more than 5,000 feet behind the completion of the levee embankment. New cattle guards and bedding beams shall be installed after completion of new surfacing material.
- j. The existing levee crown shall not be used as a haul road until existing gravel has been removed as required in Section 02301 LEVEE SURFACING. Completed levee embankment (with or without surfacing material) shall not be used as a haul road.
- k. The right-of-way upstream of station 6999+00 will not be made available to the Contractor until 01 September 2003.
- l. The Contractor shall also note the restrictions to dredging and construction specified in Section 01354 ENVIRONMENTAL PROTECTION, paragraph RESTRICTIONS ON DREDGING AND/OR CONSTRUCTION.
- m. The Richard Gardner house, buildings and property on Baleshed Road (approx. sta. 7022) shall not be disturbed before October 1, 2003.

1.8 PROGRESS CHART

The progress chart required by provisions of paragraph (a) of the Contract Clause SCHEDULES FOR CONSTRUCTION CONTRACTS shall be prepared on ENG FORM 2454, copies of which will be furnished to the Contractor by the Government. Three (3) copies of the schedule will be required. The Progress Chart shall be periodically updated.

1.9 DESIGNATED BILLING OFFICE

The designated billing office for this contract shall be U.S. Army Corps of Engineers, Greenville Project Office, P.O. Box 917, Greenville, Mississippi 38701-0917.

1.10 PAYMENT INVOICES

- a. The Federal Acquisition Regulation requires that the "REMIT TO" address on the invoice match the "REMIT TO" address on the contract or a proper notice of assignment. The Payment Office will verify a match

of the "REMIT TO" address in the contract and Contractor's invoice prior to payment. If the addresses do not match, the invoice will be determined improper and returned to the Contractor for correction and resubmission. If an invoice is improperly returned, the original invoice receipt date shall be used as the basis for determining interest to be paid in accordance with the PROMPT PAYMENT ACT.

b. Among other things, the Contract Clause PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS requires that a proper invoice for payment include substantiation of the amounts requested. As required in Office of Management and Budget, Circular A-125 (Rev.), PROMPT PAYMENT, dated December 12, 1989, substantiation of the amount requested for progress payments under construction contracts includes the following:

- (1) An itemization of the amounts requested related to the various elements of work required by the contract covered by the payment request;
- (2) A listing of the amount included for work performed by each subcontractor under the contract;
- (3) A listing of the total amount of each subcontract under the contract;
- (4) A listing of the amounts previously paid to each such subcontractor under the contract; and,
- (5) Additional supporting data in a form and detail required by the contracting officer.

c. Failure to include the above information in a Contractor's invoice will result in the invoice being considered defective under the provisions of the PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS clause of the contract, and it will be returned to the Contractor for correction and resubmission. (CEMVK-OC, 1997)

1.11 TEMPORARY PROJECT FENCING

Temporary project fencing as required by Section 4, "Temporary Facilities", paragraph 04.A.04 of EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual, is not required on this project.

1.12 AS-BUILT DRAWINGS

This paragraph supplements the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.

a. As-Built Contract Drawings. The Contractor shall maintain two (2) half-size sets of blue-line prints of the contract drawings depicting in red a record of as-built conditions. These drawings shall be maintained in current condition at all times during the entire contract period. The blue-line drawings shall be updated daily by the Contractor showing all changes from the contract plans which are made in the work, additional information which might be uncovered in the course of construction, and information for future construction reference (such as debris disposed by burying). For levee and berm construction, the riverside toe of completed levee and berm sections shall be plotted on profiles of construction drawings. Levee and berm toe profiles shall depict elevations of newly constructed slope intersection with natural

ground and depressions which extend the toe line between routine section surveys. This information shall be recorded on the blueline prints accurately and neatly by means of details and notes. Each month, prior to submitting a request for progress payment, the Contractor shall review the blueline as-built drawings with the Contracting Officer, and the Contractor shall certify that the as-built drawings are accurate and up-to-date before progress payment is made. The Contractor shall deliver to the Contracting Officer two (2) complete sets of the as-built marked blueline prints at the time of the final inspection of the project. In addition, the Contractor shall have the as-built marked prints scanned into full-size, 300 dpi TIFF (tagged image file format) black-and-white raster images and shall deliver to the Contracting Officer three (3) complete sets on CD-ROM at the time of final inspection. The as-built drawings shall be identified by entering the words "AS-BUILT DRAWINGS" in letters at least 3/16-inch high, placed in the lower right corner of each drawing.

b. As-Built Shop Drawings. Upon completion of individual features of work, the Contractor shall revise and resubmit any shop drawings for the feature as necessary to show as-built conditions. The notation "Revised to show as-built conditions" shall be placed in red in the lower right corner of each drawing, along with the initials of a responsible company representative. Each revised as-built shop drawing or catalog cut shall be resubmitted using ENG FORM 4025, enclosed at the end of Section 01330 SUBMITTAL PROCEDURES.

c. No separate measurement or payment will be made for providing as-built drawings, as-built shop drawings, electronic drawings and plates, or for any of the work required by this clause, and all costs therefor shall be included in the applicable contract prices contained in the Bidding Schedule.

1.13 PROJECT SIGN (APR 1991)

The Contractor shall fabricate, erect and maintain one sign for project identification. The sign shall be displayed and positioned for reading by passing viewers. The exact location is subject to Contracting Officer's approval. Information for the right side of the project sign shall be as follows:

Title: CARLISLE-TALLULA, MS
LEVEE ENLARGEMENT AND BERMS
ITEM 488-L

Project: FLOOD CONTROL, MISSISSIPPI RIVER AND TRIBUTARIES
EAST BANK MISSISSIPPI RIVER LEVEES

Contract No: DACW38-03-C-0XXX

Contractor: (Contractor's name and city)

The project identification sign shall meet the requirements specified in the U.S. Army Corps of Engineers Sign (USACES) Standards Manual, EP 310-1-6a and EP 310-1-6b. A copy of the sign standards manual is available for review at the office of the Vicksburg District Sign Program Manager and questions concerning manufacture and installation of the project identification sign may be addressed to:

Vicksburg District Sign Program Manager (Lawran Richter)

ATTN: CEMVK-OD-MN
4155 Clay Street
Vicksburg, MS 39183-3435
Telephone: (601) 631-5287

1.14 MINIMUM REQUIRED INSURANCE

The following paragraph is applicable if the services involved are performed on a Government Installation. Government Installation is defined as property where the Government holds by fee simple title, by construction rights-of-way, or perpetual easement, etc., an interest in real property. See Contract Clause INSURANCE-WORK ON A GOVERNMENT INSTALLATION.

a. Workmen's Compensation and Employer's Liability Insurance. The Contractor shall comply with all applicable workmen's compensation Statutes of the State of Mississippi and shall furnish evidence of Employer's Liability Insurance in an amount of not less than \$100,000.

b. General Liability Insurance. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence on the comprehensive form of policy.

c. Automobile Liability Insurance. Minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. This insurance shall be on the comprehensive form of policy and shall cover the operation of all automobiles used in performance of the contract.

d. Marine Insurance. Hull policy must be endorsed for towers liability (tow and cargo) and the amount of the policy must be supplemented by excess towers' liability in the minimum amount of \$1,000,000, and also by excess protection and indemnity insurance in an amount not less than \$1,000,000. All policies must be endorsed for navigation limits applicable to this contract. The United States Corps of Engineers, Vicksburg District, must be named as an additional insured on all policies, and the policies shall contain an endorsement waiving subrogation against the United States. In the event of material changes in coverage or of cancellation of any policy, written notice shall be given to the Contracting Officer at least 30 days prior to the effective date of such change or cancellation.

1.15 WORK IN QUARANTINED AREA

The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5, "Plant Pest Quarantined Areas and Foreign Soil Samples" attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all subcontractors.

1.16 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of material with specification requirements shall be executed in accordance with Section 01330 SUBMITTAL PROCEDURES. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.17 PROCESS FOR OBTAINING CURRENT REQUIREMENTS OF THE U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1)

Contractors are required to comply with the latest version, and all posted changes, of the U.S. Army Corps of Engineers Safety and Health Requirements Manual in effect on the issue date of this solicitation. EM 385-1-1 and changes are available on the Internet at <http://www.hq.usace.army.mil> (at the HQ home page, select "Safety and Occupational Health", and then select "EM 385-1-1" for the manual, or "Changes to EM" for the most recent changes to the manual). Prior to making an offer, offerors should check the referenced website for the latest changes. No separate payment will be made for compliance with the requirements of this paragraph, or for compliance with other safety requirements of the contract.

1.18 SAFETY SIGN

The Contractor shall fabricate, erect and maintain a safety sign at the site, as located by the Contracting Officer. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current. The safety sign shall meet the requirements specified in the U.S. Army Corps of Engineers Sign (USACES) Standards Manual, EP 310-1-6a and EP 310-1-6b. A copy of the sign standards manual is available for review at the office of the Vicksburg District Sign Program Manager and questions concerning manufacture and installation of the safety sign may be addressed to:

Vicksburg District Sign Program Manager (Lawran Richter)
ATTN: CEMVK-OD-MN
4155 Clay Street
Vicksburg, MS 39183-3435
Telephone: (601) 631-5287

1.19 ACCIDENT PREVENTION PLAN

Refer to Contract Clause ACCIDENT PREVENTION (Alternate I). Within 15 days after receipt of award of the contract, an Accident Prevention Plan shall be submitted to the Contracting Officer for review and acceptance. The plan shall be prepared in the following format:

- a. An executed MVD FORM 358-R, "Administrative Plan" (available upon request), see Appendix A, "Minimum Basic Outline for Accident Prevention Plan" of EM 385-1-1.
- b. An executed MVD FORM 359-R, "Activity Hazard Analysis" (available

upon request), see paragraph 01.A.09 and figure 1-1 of EM 385-1-1.

c. A copy of company policy statement regarding accident prevention.

d. When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be submitted on MVD Form 414R Fuel Oil Transfer, (available upon request). (Refer to 33 CFR 156.)

e. The Contractor shall not commence physical work at the site until the plan has been accepted by the Contracting Officer, or his authorized representative. At the Contracting Officer's discretion, the Contractor may submit his Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also, refer to Section 1, "Program Management", paragraph 01.B, "Indoctrination and Training" of EM 385-1-1.

1.20 DAILY INSPECTIONS

Refer to Section 01451 CONTRACTOR QUALITY CONTROL and Contract Clause INSPECTION OF CONSTRUCTION. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the job site. The reports shall be records of the daily inspections and resulting actions. As a minimum each report shall include the following:

a. Phase(s) of construction underway during the inspection

b. Locations or areas inspections were made.

c. Results of inspection, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

1.21 ACCIDENT INVESTIGATIONS AND REPORTING

Refer to EM 385-1-1, Section 1, "Program Management", paragraph 01.D, "Accident Reporting and Recordkeeping". Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported in writing to the Contracting Officer or his representative within one working day after the accident occurs.

1.22 ACCOMMODATIONS FOR GOVERNMENT REPRESENTATIVES

a. Accommodations. The Contractor shall furnish and maintain a temporary building for the exclusive use of the Government Representatives. The building shall be of light, but weatherproof construction, approximately 120 square feet in size with not less than 7 feet of headroom. It shall have a substantial workbench along one side and sufficient number of windows to admit ample working light. Windows shall be arranged to open and to be securely fastened from the inside. The door shall be of wood panel or solid core construction and be equipped with a padlock and heavy duty hasp bolted to the door. Insect screens shall be provided for windows. Glass panels in windows shall be equipped with bars or heavy mesh screens which will prevent easy access to the building through these panels. The Contractor shall heat the building by means of heaters and shall cool the building by means of an air conditioning unit. Electric current shall also be

provided for operation of lights, appliances, and electric calculators at 115 volts AC. Electric current may be provided by use of a portable generator. A minimum of two wall outlets and two ceiling drops shall be provided in the building. One office desk and a minimum of two chairs shall be provided in the building. Telephone service with two exclusive lines solely for Government use shall be furnished to the Government Representative building. Toilet facilities and potable water shall be provided within the building. Chilled bottled water will be allowed as an alternate to potable water. The building shall remain the property of the Contractor and upon completion of all work under the contract shall be removed as provided in the Contract Clause OPERATIONS AND STORAGE AREAS. An office trailer meeting the above requirements will be acceptable.

b. Janitor Services. The Contractor shall furnish daily janitorial services for the above office and perform any required maintenance of subject facility and adjacent grounds during the entire life of the contract. Toilet facilities shall be clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations but will be accomplished only when the office is in daily use. The Contractor shall also provide daily trash collection and cleanup of the building and adjacent outside areas, and shall dispose of all discarded debris in a manner approved.

c. No separate measurement or payment will be made for providing and maintaining the prescribed building, accommodations, utilities and janitor services, and all costs associated therewith shall be distributed throughout the existing bid items. Should the Contractor refuse, neglect, or delay compliance with the above requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amount due or to become due the Contractor.

1.23 MACHINERY AND MECHANIZED EQUIPMENT

Machinery and mechanized equipment used under this contract shall comply with the following:

a. When mechanized equipment is operated on floating plant, the Contractor shall provide positive and acceptable means of preventing this equipment from moving or falling into the water. The type of equipment addressed by this clause includes front-end loaders, bulldozers, trucks (both on- and off-road), backhoes, hydraulic excavators (track hoes), and similar equipment. If the Contractor plans to use such equipment on floating plant, an activity hazard analysis must be developed for this feature of work. The plan must include a detailed explanation of the type or types of physical barriers, curbs, structures, etc., which will be incorporated to protect the operator and prevent the equipment from entering the water. Nonstructural warning devices may be considered for situations where the use of structural barriers is determined to be impracticable. The activity hazard analysis must thoroughly address the procedure and be submitted to the Corps for review and acceptance prior to start of this feature of work.

b. The stability of crawler, truck, and wheel-mounted cranes shall be assured.

(1) The manufacturer's load-rating chart may be used to determine

the maximum allowable working load for each particular crane's boom angle provided a test load, with a boom angle of 20 degrees, confirms the manufacturer's load-rating table.

(2) Stability tests are required if:

(i) there is no manufacturer's load-rating chart securely fixed to the operator's cab;

(ii) there has been a change in boom or other structural member or,

(iii) there has been a change in the counterweight.

The test shall consist of lifting a load with the boom in the least stable undercarriage position and at an angle of 20 degrees above the horizontal. The test shall be conducted under close supervision on a firm, level surface. The load that tilts the machine shall be identified as the test load. The test load moment (in ft-lbs) shall then be calculated by multiplying the horizontal distance (in ft) from the center of rotation of the machine to the test load, times the test load (in lbs). Three-fourths of this test-load moment shall then be used to compute the maximum allowable operating loads for the boom at 20, 40, 60, and 80 degrees above horizontal. From these maximum allowable operating loads, curve shall be plotted and posted in the cab of the machine in sight of the operator. These values shall not be exceeded except in the performance test described below. The test load shall never exceed 100 percent of the manufacturer's maximum rated capacity.

(3) In lieu of the test and computations above, the crane may be load tested for stability at each of the four boom positions listed above.

c. Performance tests shall be performed in accordance with Section 16, "Machinery and Mechanized Equipment" of EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual, except as specified below. Performance tests shall be conducted after each stability test, when the crane is placed in service on a project, and at least every 12 months.

(1) When conducting a performance load test which is required of a new crane or a crane in which load sustaining parts have been altered, replaced, or repaired (excluding replacement of the rope), the test load shall be as specified in ASME/ANSI B30 Series. That is, for overhead, gantry, portal, pillar, tower, monorail, and underhung cranes, the test load shall not exceed 125 percent of the manufacturer's load rating capacity chart at the configuration of the test; and for hammerhead tower, mobile, and floating cranes and boom trucks, the test load shall not exceed 110 percent of the manufacturer's load rating capacity chart at the configuration of the test.

(2) When conducting a performance load test which is required because a crane is reconfigured, or reassembled after disassembly, or because the crane requires an annual load test, the test loads shall not exceed 100 percent of the manufacturer's load rating capacity chart at the configuration of the test.

(3) All load tests are required to be conducted in accordance with the manufacturer's recommendations.

d. Inspections shall be made which will ensure a safe and economical operation of both cranes and draglines with inspection documented. Copies of the inspections and tests shall be available at the job site for review. All stability and performance tests on cranes and all complete dragline inspections shall be witnessed by the Contracting Officer or his authorized representative.

e. A complete dragline inspection shall be made:

(1) at least annually;

(2) prior to the dragline being placed in operation; and

(3) after the dragline has been out of service for more than 6 months.

f. All heavy equipment moved onto the worksite shall be inspected for compliance with this contract. Some MVD Inspection forms are attached at the end of this section. All completed forms, including abatement schedule of any violations, shall be maintained at the job site for continued review and update as needed.

1.24 FLOATING PLANT AND MARINE ACTIVITIES

All of the Contractor's floating plant and marine activities shall be in accordance with the requirements of EM 385-1-1, Section 19, entitled "Floating Plant and Marine Activities".

1.25 VEHICLE WEIGHT LIMITATIONS

Vehicle weight limitations for operation on rural roads and bridges may affect the prosecution of work in this contract. The Contractor will be responsible for obtaining all necessary licenses and permits in accordance with the Contract Clause PERMITS AND RESPONSIBILITIES. Current information regarding road and bridge weight limits may be obtained by contacting the Mississippi Department of Transportation and the president of the county Board of Supervisors for the counties through which equipment and materials will be transported as a result of this contract.

1.26 PUBLIC AND PRIVATE UTILITIES

a. Unless otherwise specified, shown on the drawings, or stated in writing by the Contracting Officer, the Contractor shall not remove or disturb any public or private utilities. Such removals, alterations, and relocations, where necessary, will be made by others. The locations, if any, shown on the drawings for underground utilities are approximate only. The exact locations of such utilities shall be determined by the Contractor in the field prior to commencing construction operations in their vicinity.

b. The attention of the Contractor is directed to the possibility that he may encounter, within the right-of-way limits, utilities, some of which may be buried, and the existence of which is presently not known. Should any such utilities be encountered, the Contractor shall immediately notify the Contracting Officer so that he may determine

whether they shall be removed, relocated, or altered. After such determination is made, the Contractor shall, if so directed by the Contracting Officer, remove, relocate, or alter them as required, and an equitable adjustment will be made in accordance with the Contract Clause CHANGES. In event the Contracting Officer arranges for such removals, alterations, or relocations to be performed by others, the Contractor shall cooperate with such others during the latter's removal, alteration, or relocation operations in accordance with the Contract Clause OTHER CONTRACTS.

1.27 DAMAGE TO WORK

a. The responsibility for damage to any part of the permanent work shall be as set forth in the Contract Clause PERMITS AND RESPONSIBILITIES. However, if, in the judgement of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood (see Section 00800 SPECIAL CONTRACT REQUIREMENTS, paragraph PHYSICAL DATA, subparagraph FLOODS) or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make repairs as ordered by the Contracting Officer and full compensation for such repairs to permanent work will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, for any part of such damaged permanent work, there is no applicable contract unit or lump sum price, then an equitable adjustment pursuant to the Contract Clause CHANGES will be made as full compensation for the repairs for that part of the permanent work for which there is no applicable contract unit or lump sum price.

b. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment, and plant shall be repaired to the satisfaction of the Contracting Officer, at the Contractor's expense, regardless of the cause of such damage.

1.28 ENERGY CONSERVATION

The Contractor shall ensure that construction operations are conducted efficiently and with the minimum use of energy.

1.29 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with Contract Clause DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this paragraph, 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 weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
(6) (4) (4) (4) (4) (4) (4) (3) (3) (3) (4) (4)

c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather 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 delay days exceeds the number of days anticipated in paragraph 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 Contract Clause DEFAULT (FIXED PRICE CONSTRUCTION).

1.30 CONTROL OF ACCESS TO CONSTRUCTION AREAS

a. This paragraph supplements the Contract Clauses PERMITS AND RESPONSIBILITIES and OPERATIONS AND STORAGE AREAS.

b. It shall be the responsibility of the Contractor to prevent possible injury to visitors to the project site. Except as specified in paragraph MAINTENANCE OF TRAFFIC AND ACCESS TO ADJACENT LANDS, below, only personnel engaged in contract work and others authorized by the Contracting Officer shall be permitted to enter into the construction areas. Suitable barriers, warning signs and directives shall be placed by the Contractor to direct persons not engaged in the work away from the areas of danger. The Contractor shall be responsible for effective enforcement of this paragraph during the period of this contract.

1.31 MAINTENANCE OF TRAFFIC AND ACCESS TO ADJACENT LANDS

a. The Contractor shall conduct his operations in such manner as to offer the least possible obstruction to the safe and satisfactory movement of traffic over the existing roads during the life of the contract. The Contractor shall continuously maintain access to Shipland Wildlife Management Area (WMA) (see paragraph ORDER OF WORK). For purposes of traffic control, the levee crown from newly constructed y-ramp at approx. station 7418 to the Shipland WMA access at approx. station 7330 shall be considered an area open to public access during which time traffic to Shipland WMA must be rerouted through this reach. Temporary signage, including Shipland WMA routing signs, and all necessary traffic controls, including flagmen, shall be provided at all intersections and other appropriate locations to direct traffic and

ensure safe passage of motorists. Signage as a minimum shall include speed limit signs, directional signs, warning signs, and other traffic control signage as necessary to ensure safety. Also, the Contractor shall continuously maintain access to the riverside ramp at station 7029+00 (see paragraph ORDER OF WORK). Signage and traffic controls shall be provided along the access as necessary to direct traffic and ensure safety. In addition to the access(s) provided for Shipland WMA and the riverside ramp at station 7029+00, other landowners and/or leaseholders will require access to private lands adjacent to the project site. The Contractor shall be accommodating to such occurrences and shall maintain reasonable access. At no additional cost to the Government, the Contractor shall limit construction operations to such length as necessary to meet the maintenance of traffic and access requirements of the contract and ensure safety.

b. The Contractor shall be responsible for providing, erecting, cleaning, repairing, maintaining, replacing as necessary, and removal of all traffic signs, barricades, and other traffic control devices necessary for maintenance of traffic and access to adjacent lands. See also paragraph entitled ACCIDENT PREVENTION PLAN and the Contract Clause entitled ACCIDENT PREVENTION.

c. All barricades, warning signs, lights, temporary signals, other devices, flagmen, and signaling devices shall meet or exceed the minimum requirements of Mississippi DOT, Standard Specifications for Road and Bridge Construction. (See EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Manual, 3 Section 21, Paragraph 21.1.09.) The Contractor is responsible for the protection, cleaning, maintenance, and replacement of all existing signs, route markers, traffic control signals, and other traffic control features during the life of this contract.

d. Prior to the commencement of construction operations the Contractor shall submit for review and acceptance of the Contracting Officer, complete details of his proposed plans for the maintenance of traffic and access through the construction area, including all proposed temporary signage. Special emphasis shall be placed on the Contractor's plan for ensuring safety in those areas open to public access. Acceptance of the Contractor's plan is conditional and will be predicated on satisfactory performance during the construction. The Contractor is responsible for monitoring and maintaining the effectiveness of the plan. As the work progresses, and at no additional cost to the Government, the Contractor shall take all corrective action and/or make adjustments to the maintenance of traffic plan, traffic controls and signage as necessary to maintain satisfactory performance and ensure safety. Proposed changes shall be coordinated with and approved by the Contracting Officer.

e. No separate measurement or payment will be made for meeting the requirements of this paragraph.

1.32 HARBOR MAINTENANCE FEE

a. Offerors or bidders contemplating use of U.S. ports in the performance of contract are subject to paying a harbor maintenance fee on cargo. Federal law establishes an ad valorem port use fee on commercial cargo imported into or exported from various U.S. ports. The fee is 0.125 percent (0.00125). Cargo to be used in performing work under contracts with the U.S. Government is not exempt from the

fee, although certain exemptions do exist. Offerors are responsible for ensuring that the applicable fee and associated costs are taken into consideration in the preparation of their offers. Failure to pay the harbor maintenance fee may result in assessment of penalties by the Customs Service.

b. The statute is at Title 26 U.S. Code section 4461 and 4462. Department of Treasury Customs Service regulations implementing the statute, including a list of ports subject to the fee, are found at 19 CFR 24.24, Harbor Maintenance Fee. Additional information may be obtained from local U.S. Customs Service Offices or by writing to the Director, Budget Division, Office of Finance, Room 6328, U.S. Customs Service, 1301 Constitution Avenue, N.W., Washington, D.C. 20229.

1.33 MEANS OF ESCAPE FOR PERSONNEL QUARTERED OR WORKING ON FLOATING PLANT

Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24 inches by 36 inches) which leads to a different exit route. Refer to Section 19, "Floating Plant and Marine Activities" of EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual.

1.34 EMERGENCY ALARMS AND SIGNALS

a. Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

b. Signals.

(1) Fire Alarm Signals. The general fire alarm signal shall be in accordance with Paragraph 97.13-15b of the "Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels", Sub-Chapter 1, 1 Sep 77 (CG 257).

(2) Abandon Ship Signals. The signal for abandon ship shall be in accordance with Paragraph 97.13-15c of reference cited in paragraph "b(1)" above.

(3) Man-Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

1.35 SIGNAL LIGHTS (JAN 1965)

The Contractor shall display signal lights and conduct his operations in accordance with the regulations of the Department of the Army and of the Coast Guard covering lights and day signals to be displayed, by towing vessels with tows on which no signals can be displayed, vessels working on

wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operation; lights to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable waters see for example, 33 CFR 84 through 89. (See also Contract Clause, PERMITS AND RESPONSIBILITIES.)

1.36 COOPERATION WITH OTHER CONTRACTORS

This paragraph supplements the Contract Clause OTHER CONTRACTS.

The adjacent Items 496-L and 477-L will be under contract during this contract. There is an overlap of right-of-way between Item 488-L and both adjacent items. The Contractor shall fully cooperate with each of the other Contractors and with Government employees and carefully fit his work to such adjacent work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work on adjacent items by the other Contractor or by Government employees. Any costs or delays associated with fully complying with the provisions of this paragraph shall not form the basis for a claim against the Government.

1.37 ACCEPTANCE OF COMPLETED WORK

For the purpose of acceptance, the work to be done is divided into sections as follows:

- a. Sections of levee embankment 500 feet long continuously from the upper end of the item.
- b. Sections of berm embankment 500 feet long continuously from the upper end of the item.
- c. Sections of retaining dike embankment 500 feet long continuously from the upper end of the item.
- d. All remaining work.

1.38 WORK ON OR ADJACENT TO FACILITIES AND PROPERTY OF TENNESSEE GAS PIPELINE COMPANY

(This clause supplements the the Contract Clause PERMITS AND RESPONSIBILITIES.

For all work within 500 feet of the existing gas pipelines identified on the contract drawings as "EL PASO PIPELINE GROUP GAS PIPELINE", the Contractor shall without any additional expense to the Government be responsible for obtaining a permit and license from Tennessee Gas Pipeline Company (Tennessee), and shall provide a signed copy of the permit and license to the Contracting Officer at least 14 days prior to performing any work on or adjacent to the existing gas pipeline corridor and property of Tennessee. The Contractor shall have the pipeline owner mark the location of each pipeline in the field, shall take all necessary safety precautions while performing work on or adjacent to the gas pipeline, and shall fully comply with the terms of the permit and license, including all crossing requirements. The Contractor shall at all times conduct his work with care so as to not damage the gas pipeline or property, or interfere with the operations of Tennessee. The terms of the permit and license (as provided

by Tennessee Gas Pipeline Company) will be as below:

PERMIT AND LICENSE

For the Construction of a Water Pipeline upon, over, and adjacent to the facilities and property of Tennessee Gas Pipeline Company

1. PERMITEE agrees that Tennessee, by consenting to the construction of the said water pipeline does not relinquish any of its property rights, titles, or interest in or over its existing property.
2. The PERMITTEE agrees that any equipment, either wheeled or tracked, has the potential to damage Tennessee's underground pipelines and presents a danger to the public-at-large unless a substantial hard surface cover is placed and maintained over the pipelines. The PERMITEE therefore agrees to:
 - a. Maintain adequate surface cover over Tennessee's pipelines (as determined by the size, frequency, and loads exerted by equipment that are proposed to be stored or used in conjunction with the construction, use, maintenance, removal, or relocation of the proposed water pipeline); Equipment load limitations for safe crossings are as follows:
 - 1) Wheeled Equipment crossing over pipelines using only a wooden mat or mats over existing surface cover. Weight per axle shall not exceed 35,000 Lbs. To determine weight per axle, divide total weight of loaded vehicle by number of axles.
 - 2) Wheeled Equipment crossing over pipelines using an additional dirt ramp over existing surface cover; total cover over pipelines is equal to five (5) feet. Weight per axle shall not exceed 55,000 lbs. To determine weight per axle, divide total weight of loaded vehicle by number of axles.
 - 3) Tracked Equipment crossing over pipelines using only a wooden mat or mats over existing surface cover. Total weight of equipment shall not exceed 190,000 Lbs.
 - 4) Tracked Equipment crossing over pipelines using an additional dirt ramp over existing surface cover; total cover over pipelines is equal to five (5) feet. Total weight of equipment shall not exceed 115,000 Lbs.
 - 5) Vehicle weights exceeding the above four crossing scenarios will utilize a bridging method of crossing constructed using a combination of earthen ramps and wooden mats.
 - b. Avoid parking vehicles directly over any of Tennessee's pipelines (as can be practically accomplished) during the construction, maintenance, and use of the contemplated water pipeline;
 - c. Inform all equipment operators that move equipment within the confines of the construction easement area of the location of Tennessee's pipelines on this property and of the restrictions and limitations for crossing these facilities.
 - d. Allow Tennessee to inspect and evaluate all vehicle crossing points to determine the adequacy of such crossings. If at any time such crossings are determined to be inadequate to support the vehicle

traffic load, the PERMITEE will take action as is necessary to quickly remedy or correct such inadequate crossings to allow for the safe passage of equipment and personnel over Tennessee's high-pressure gas pipelines.

3. The PERMITEE agrees to indemnify, defend and hold Tennessee harmless from any loss, liability, claims or damages arising out of the construction, installation, operation, or maintenance of the proposed water line or vehicle crossing points, under this agreement, where such loss, liability, claim or damage is caused by the PERMITEE, its employees, contractors, or subcontractors through any act, omission, or negligence.

4. The PERMITEE acknowledges that Tennessee is required by federal regulations to maintain the integrity of its natural gas pipelines and understands that from time to time, Tennessee will excavate, inspect, remove, replace, or change the size of its facilities on this property to comply with such regulations. The PERMITEE therefore agrees that by installing its water pipeline over the herein mentioned easement area that the PERMITEE assumes all risks for construction delays (including loss of use) associated with Tennessee occupying the water pipeline easement area and complying with its obligations under such regulations, at any time during the term of this permit.

5. In the event of emergency repairs to Tennessee's facilities on the property, the PERMITEE agrees to remove that portion of the proposed water pipeline that impedes such repairs from within the limits of Tennessee's pipeline corridor within 10 days of proper written notice and/or to suspend water pipeline operations within 12 hours of emergency notification (whether delivered by verbal, personal, or written means).

6. The PERMITEE agrees to notify Tennessee's representative, Mr. Bailey Hankins, 272 Tennessee Gas Road, Greenville, Mississippi 71457 at telephone (662) 390-4522 at least three (3) business days prior to adding fill, removal of soil cover, or moving equipment (in excess of 60,000 lbs. gross vehicle weight) within Tennessee's pipeline corridor or over Tennessee's facilities.

7. The PERMITEE agrees that no additional encroachments (other than the water pipeline contemplated within this Permit) are permissible to be placed within Tennessee's property boundaries or easements or to cross Tennessee's high-pressure pipelines without the expressed written consent of Tennessee.

8. The Permit is personal to Tennessee and the PERMITEE and is not transferable or assignable without the expressed written consent of Tennessee. This Permit will expire 60 months from the below executed date, at which time the PERMITEE will peaceably remove its water pipeline and restore Tennessee's easement to an environmental condition comparable to that which existed prior to the proposed water pipeline construction.

9. A letter of acknowledgement and agreement concerning all of the above conditions of the Permit is required to be executed by the PERMITEE and to be sent to: Tennessee Gas Pipeline Company, Attn: Randy Keyes, 200 Worthey Road, West Monroe, LA 71291 prior to the PERMITEE conducting its operations over, upon, or on the property or facilities of Tennessee.

1.39 APPROVAL OF CONTRACTOR-FURNISHED RIGHTS-OF-WAY

In addition to the requirements found in paragraph RIGHTS-OF-WAY,

subparagraph d., pertaining to additional lands, access roads, or rights-of-way, the Government reserves the right to approve or disapprove the Contractor's use of additional lands, access, or rights-of-way dependent on environmental or cultural resource impacts and the Contractor's compliance under the Contract Clause PERMITS AND RESPONSIBILITIES for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. Environmental and cultural resource impacts that could be basis for disapproval include, but are not limited to, clearing of additional trees, destruction of wildlife habitat, fill or other disturbance of wetlands, and disturbance of cultural sites.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

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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 levee embankment (including ramps and spur dike enlargement), berm embankment, slough crossing embankment, ditch dike embankment, retaining dike embankment, and hydraulic sand fill shall be completed at least 500 feet but no more than 1,000 feet in advance of construction. If regrowth of vegetation or trees occurs after clearing and grubbing and before placement of embankment or hydraulic sand fill, the Contractor will be required to clear and grub the area again prior to embankment and hydraulic sand fill construction, and no payment will be made for this additional clearing and grubbing. Clearing and grubbing shall also include complete removal of the existing buildings, barns, foundations, septic/sewage system, waterlines, gas lines, tanks, and other appurtenances as indicated on the drawings.

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 02231 EMBANKMENTS, 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 timber (timber reservation) within the rights-of-way until ~~01~~¹⁵ September 2003, on which date the timber reservation is to be considered fulfilled. The merchantable trees that existed within the areas that are required to be cleared and grubbed will likely be reduced to stumps, scattered downed tree tops, and related debris by the landowner's timber harvesting operations prior to issuance of Notice to Proceed. Deep ruts from logging equipment may exist. No payment will be made for any additional costs the Contractor may incur due to this timber harvesting operation, and all costs therefor shall be included in the lump sum contract price for "Clearing and Grubbing". Merchantable timber remaining within the areas required to be cleared and grubbed on or after the date of Notice to Proceed shall not become the property of the Contractor, and shall be satisfactorily disposed of in accordance with paragraph DISPOSAL OF DEBRIS. Notice to Proceed will not be issued prior to the date provided for the fulfillment of the timber reservation. 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 timber, crops, debris, or stumps within the areas required to be cleared and grubbed 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.

3.2.4 Vegetation Removal

a. Landside Berm and 4 Foot Required Excavation - Where the existing berm and adjacent natural ground is used for borrow material, the vegetation to be removed shall consist of grass, bushes and weeds. The Contractor shall mow or clip this vegetation to a height not to exceed 4 inches, burn the clippings, and disk the area to a minimum depth of 6 inches. This top 6 inches of material shall then be used for borrow material to construct the landside retaining dikes and cross dikes.

b. Embankment Areas - 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 embankment and uncompacted retaining dike embankment to provide a completely bare earth surface immediately prior to foundation preparation. Vegetation on the existing levee slope shall be removed at least 10 feet but no more than 25 feet upslope from embankment construction. Acceptance of the vegetation removal operation shall precede the initiation of foundation preparation in the area from which vegetation has been removed.

c. Uncompacted Berm and Hydraulic Sand Fill - For areas to receive uncompacted fill and hydraulic sand fill, grass and other vegetation shall be mowed or clipped 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 burned and/or removed prior to placing fill.

3.2.5 Buildings, Foundations, Appurtenances and Debris

The Contractor shall completely remove, excavate as necessary, and dispose the existing buildings, barns, foundations, septic/sewage system, waterlines, gas lines, tanks, and other appurtenances as indicated on the drawings.

3.2.6 Areas to be Cleared

3.2.6.1 General

Unless otherwise required, the entire area to be occupied by the levee embankment (including ramps and spur dike enlargement), berm embankment, retaining dike embankment, slough crossing embankment, ditch dike embankment, and hydraulic sand fill, together with strips 5 feet wide contiguous to each of the above areas, road ramps, traverses, and ditches shall be cleared.

3.2.6.2 Borrow Areas

All of Borrow Areas 1 & 2 shall be cleared. Clearing of Borrow Area 3

shall be performed in approved increments or reaches parallel to the centerline of the levee so that only that portion of the borrow area from which material is obtained will be cleared. All clearing shall be to the extent necessary to provide materials free from unsuitable matter as defined in Section 02231 EMBANKMENTS, paragraph UNSUITABLE MATERIALS. In Borrow Areas 2 and 3, certain stumps and areas containing masses of organic matter or other unsuitable material may be left in place upon approval of the Contracting Officer. All unsuitable material shall be removed from Borrow Area 1.

3.2.6.3 Other Areas

Clearing of the area between the 5 foot strip contiguous to the required embankment, borrow areas, and traverses from borrow areas, 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 02231 EMBANKMENTS, paragraph UNSUITABLE MATERIALS.

3.3.2 Areas to be Grubbed

3.3.2.1 Embankments

Unless otherwise required, grubbing shall be performed within the limits of the levee embankment (including ramps and spur dike enlargement), berm embankment, retaining dike embankment, ditch dike embankment, slough crossing embankment, and hydraulic sand fill, together with the 5 foot strips contiguous to each of the above areas. 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 and to a depth of 3 feet below the subgrade for the foundation of structures. 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 02231 EMBANKMENTS, 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.

3.3.3 Borrow Areas

Only those portions of the 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 02231 EMBANKMENTS, 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 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, not including removal of existing buildings and appurtenances, shall be burning as specified in paragraph BURNING. The following additional methods will also be permitted: piling of debris as limited by paragraph DEBRIS PILES, burying in accordance with paragraph BURYING, or removal from the site in accordance with paragraph REMOVAL FROM SITE OF WORK. However, vegetation from vegetation removal operations may be stockpiled in approved locations and used for a top dressing after embankment is complete and prior to turving 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 adequate fire fighting equipment at the site of burning operations 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 Debris Piles

The Contractor will be allowed to pile debris at approved locations and to approved heights within Borrow Area 2 only to the extent necessary, in the opinion of the Contracting Officer, to form sufficient aquatic habitat.

3.4.4 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 Areas 2 and 3. Excavating below the required excavation depth of the borrow areas as shown will not be permitted. All material disposed of by burying shall be covered with a minimum of 24 inches of earth. No material shall be buried within 20 feet of any standing timber.

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, but the Contractor is prohibited from the sale of timber. Such disposal shall comply with all applicable Federal, State and local laws. All debris from removal of the existing buildings and appurtenances that cannot be burned shall be removed from the site of work. If debris from clearing operations is placed on adjacent property, the Contractor shall obtain, without cost to the Government, additional right-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 --