

SECTION 01100
GENERAL PROVISIONS

PART 1 GENERAL

NOTE: IN THE EVENT THAT THESE TASK ORDER SPECIFIC PROVISIONS WITHIN THIS SECTION CONTRADICT THE BASE CONTRACT PROVISIONS, THE FOLLOWING PROVISIONS SHALL GOVERN.

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

ASTM INTERNATIONAL (ASTM)

ASTM C 33(2003) Concrete Aggregates

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1(2003) Safety -- Safety and Health Requirements

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.1200 Hazard Communication

29 CFR 1926.59 Hazard Communication

33 CFR 156 Oil and Hazardous Material Transfer Operations

1.2 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause in Section 00700, entitled "DEFAULT (Fixed Price Construction) (FAR 52.249-10)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied.

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

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

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
(10) (8) (7) (4) (4) (7) (6) (5) (5) (3) (4) (5)

(c) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will 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.

(d) The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), and shall be calculated chronologically from the first to the last day of each month, and shall 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 the Contract Clause in Section 00700 entitled, "DEFAULT (FIXED-PRICE CONSTRUCTION) (FAR 52.249-10)".

1.3 DAMAGE TO WORK. The responsibility for damage to any part of the permanent work shall be as set forth in the Contract Clause in Section 00700 entitled, "PERMITS AND RESPONSIBILITIES (FAR 52.236-7)". However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane, or tornado 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 the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit price or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there is no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment shall be made pursuant to the Contract Clause in Section 00700 entitled, "CHANGES (FAR 52.243-4)". 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.

1.4 SAFETY PROVISIONS. The safety provisions as specified herein refer to the Nov 2003 edition of EM 385-1-1.

(a) Accident Investigations and Reporting. Refer to EM 385-1-1, Section 01.D. Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or his/her representative within one working day after the accident occurs. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differs from the actual lost time days.

(b) Accident Prevention Program. (See the Contract Clause in Section 00700 entitled, "ACCIDENT PREVENTION (FAR 52.236-13)".) Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the prework conference, four copies of the Accident

Prevention Program shall be submitted to the Contracting Officer for review and acceptance. The program shall be prepared in the following format:

- (1) Executed MVN Form 385-43 (Latest Edition), Administrative Plan (available upon request), see Appendix A of EM 385-1-1.
- (2) Executed MVN 385-43/1 (Latest Edition), Accident Prevention Plan Checklist and MVN Form 385-43/2 (Latest Edition), Activity Hazard Analysis (available upon request), see Figure 1-1 of EM 385-1-1.
- (3) A copy of company policy statement regarding accident prevention.
- (4) When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be included on MVN Form 385-10 (Latest Edition), Fuel Oil Transfer, (available upon request). (Refer to 33 CFR 156.)

The Contractor shall have on the construction site during working hours a trained Site Safety and Health Officer (SSHO) in accordance with paragraph 01.A.17 of EM 385-1-1. The Contractor shall not commence physical work at the site until the Contracting Officer, or his/her authorized representative has accepted the program. At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Accident Prevention Program 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 of EM 385-1-1.

(c) Comprehensive Hazard Communication Program. The Contractor shall develop, implement, and maintain at the workplace a written, Comprehensive Hazard Communication Program (see Section 01.B.06 of EM 385-1-1) that includes identification of potential hazards as prescribed in 29 CFR Part 1910.1200 and/or 29 CFR Part 1926.59, effects of exposure and control measures to be used for chemical products and physical agents that may be encountered during the performance of work on this contract, provisions for container labeling, Material Safety Data Sheets, and employee training program, and other criteria in accordance with 29 CFR Part 1910.1200 and/or 29 CFR Part 1926.59. Training shall include communication methods and systems to be used (i.e., voice, hand signals, radios or other means), and training in the use and understanding of material safety data sheets and chemical product hazard warning labels. Prior to bringing hazardous substances, as defined in 29 CFR Part 1910.1200 and/or 29 CFR Part 1926.59, onto the job site, a copy of the Hazard Communication Program and the Material Safety Data Sheets of each substance shall be submitted to the Contracting Officer and made available to the Contractor's employees as part of its Accident Prevention Program. A site map shall be attached to the inventory showing where the inventoried hazardous substances are stored. The inventory list and site map shall be updated monthly to assure accuracy.

(d) Daily Inspections. 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 jobsite in accordance with Section 01451 CONTRACTOR QUALITY CONTROL. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

- (1) Phase(s) of construction underway during the inspection.
- (2) Locations of areas where inspections were made.
- (3) Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

(e) Safety Sign. The Contractor shall furnish, erect, and maintain a safety sign at the site where indicated by the Contracting Officer. The sign shall conform to the requirements of this paragraph and the drawing included at the end of this section. The lettering shall be black, the safety circle and cross green, and the background white. When placed on a floating plant, the sign may be half size. 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 sign coordinator is Ronald Olsen @ 504.862.2325.

(f) Ground Fault Protection. Electrical equipment used on this contract shall be equipped with ground fault circuit interrupters in accordance with EM 385-1-1, Section 11.C.05.

(g) Haul Roads. Whenever practical, one-way haul roads shall be used on this contract. Haul roads built and maintained for this work shall comply with the following:

(1) One-way haul roads for off-the-road equipment; e.g., belly dumps, scrapers, and off-the-road trucks shall have a minimum usable width of 25-feet. One-way haul roads for over-the-road haulage equipment only (e.g., dump trucks, etc.) may be reduced to a usable width of 15-feet. When the Contracting Officer determines that it is impractical to obtain the required width for one-way haul roads (e.g., a road on top of a levee), a usable width of not less than 10-feet may be approved by the Contracting Officer, provided a positive means of traffic control is implemented. Such positive means shall be signs, signals, and/or signalmen and an effective means of speed control.

(2) Two-way haul roads for off-the-road haulage equipment shall have a usable width of 60-feet. Two-way haul roads for over-the-road haulage equipment only may be reduced to a usable width of 30-feet.

(3) Haul roads shall be graded and otherwise maintained to keep the surface free from potholes, ruts, and similar conditions that could result in unsafe operation.

(4) Grades and curves shall allow a minimum sight distance of 200-feet for one-way roads and 300-feet for two-way roads. Sight distance is defined as the centerline distance an equipment operator (4.5-feet above the road surface) can see an object 4.5-

feet above the road surface. When conditions make it impractical to obtain the required sight distance (e.g., ramps over levees), a positive means of traffic control shall be implemented.

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

(6) Haul roads shall have the edges of the usable portion marked with posts at intervals of 50-feet on curves and 200-feet maximum elsewhere. Such markers shall extend 6-feet above the road surface and, for nighttime haulage, be provided with reflectors in both directions.

(h) Safety Fence. The Contractor shall provide, erect, and maintain a temporary safety fence around the limits of work. The fabric for the safety fence shall be zinc coated hog wire mesh at least 47 inches high. Posts shall be round wood posts and shall be at least 6 1/2 feet long, 3 1/2 inches in diameter, and may be untreated. Posts shall extend at least 48 inches above ground and shall be spaced at 10 feet on center. Swing gates shall be at least 12 feet wide by 47 inches high. The swing gate frame shall be fabricated of either 1-3/8-inch O.D. tubular steel, or 1/4-inch angle iron brace with an adjustable brace wire to prevent sagging. Gates shall be fitted with hinges and shall be supported by 1-3/8-inch O.D. tubular steel posts embedded in 3-feet of concrete. The fabric from the gates shall be the same as that for the fence. All gates shall be closed and padlocked at the end of each work day. When necessary, an owner of a facility located within the limits of work will obtain keys from the levee district. The Contractor shall provide and maintain on the fence "KEEP OUT" signs every 100 feet facing out from the work. Details of the safety fencing and location shall be submitted to the Contracting Officer for approval. No separate measurement or payment will be made for this work. Payment for all work associated with the safety fence shall be distributed amongst the existing bid items.

(i) 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 of EM 385-1-1.

(j) Emergency Alarms and Signals.

(1) 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.

(2) Signals.

(a) Fire Alarm Signals. The general fire alarm signal shall be in accordance with 46 CFR Ch. I; Subpart E.109.503 of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Sub-Chapter I & Ia.

(b) Abandon Ship Signals. The signal for abandon ship shall be in accordance with paragraph 109.503(b) of the reference cited in (a) above.

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

(k) Hurricane Plan. A detailed plan for protection and evacuation of personnel and the construction site, in the event of an impending hurricane or storm, is required as an enclosure to the Contractor's Accident Prevention Program Hazard Analysis. This plan shall be submitted to the Contracting Officer, or his/her representative, for review prior to the preconstruction conference. The plan shall include at least the following:

(1) The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

(2) The estimated time necessary to secure and evacuate the site including any emergency flood protection.

(3) The safe harbor for personnel and plant specifically identified.

(4) The name of the boat which will be used to move the plant, its type, capacity, speed, and availability.

(5) The estimated time necessary to move the plant to the safe harbor after movement is started.

(l) Hazardous Energy Protection. The Contractor shall develop, implement and maintain at the workplace, a written Control of Hazardous Energy (Lockout/Tagout) System. Refer to Section 12 of EM 385-1-1.

(m) Handling Sheet Piling: The Contractor's personnel shall not sit or place themselves on top of the sheet piling during the handling, installation, and removal of the piling.

(n) Cranes. The Contractor (including subcontractors) shall have cage boom guards, insulating links, or proximity warning devices on cranes that will be working adjacent to power lines. These devices shall not alter the requirements of any other regulation of this part - even if such device is required by law or other regulation. Insulating links shall be capable of withstanding a 1-minute dry low frequency dielectric test of 50,000 volts, alternating current (EM 385-1-1, Section 11.E.08). Calibration records or stamped date of required

manufacturer inspection of proximity warning devices shall be kept on the crane. Additionally, prior to any work commencing an Activity Hazard Analysis (EM 385-1-1, Fig.1-1) identifying and satisfying EM 385-1-1, Section 11.A.02, 11.E.03, 11.E.04 and 11.E.05 requirements shall be submitted and accepted by the Contracting Officer.

(o) Contractor shall employ a competent person at each project to function as the Site Safety and Health Office (SSHO). The SSHO will manage the Contractor's APP. (This may be a collateral duty responsibility unless specified differently in the contract.) See EM 385-1-1 Appendix A. paragraphs 4 and 7. The person(s), as a minimum, must have completed the 10-hour OSHA Construction safety class or an equivalent course applicable to the work to be performed and given by qualified instructors. Such training shall have been within the last three (3) years. An SSHO shall be on-duty at all times when work is being performed and shall be responsible for enforcing and implementing the Contractor's Safety and Health Program in accordance with the accepted APP.

1.5 PROJECT SIGN. Prior to commencement of work, the Contractor shall construct a project sign at the site of the work at a location directed by the Contracting Officer. The sign, which will identify the work with the Corps of Engineers, shall be 4 feet by 6 feet in size and shall conform to the requirements of the PROJECT SIGN drawing and installation instructions attached at the end of this section. The lettering for the 2 feet by 4 feet section of the sign with the Corps logo shall be white; all other lettering shall be black. Lettering for the project name shall be Helvetica Bold, all other lettering shall be Helvetica Regular. The sign coordinator is Ronald Olsen @ 504.862.2325. No separate payment will be made for construction and erection of the project sign and all costs in connection therewith will be considered an incidental obligation of the Contractor. Upon completion of the work, the sign shall become the property of the Contractor and shall be removed from the job site.

1.6 NOT USED.

1.7 RIGHTS-OF-WAY.

(a) The rights of entry required for the work to be constructed under this contract, within the rights-of-way limits indicated on the drawings, have been obtained by the Government and are provided without cost to the Contractor. The Contractor shall make its own investigations to determine the conditions, restrictions, and difficulties that may be encountered in the transportation of equipment and material to and from the work site. The proposed work, including rights-of-way, as defined by these specifications and as shown on the drawings, is in compliance with all applicable Federal and state environmental laws and regulations. Upon completion of the Contractor's work, rights-of-way furnished by the Government shall be returned to its original condition prior to construction unless otherwise noted.

(b) If the Contractor proposes a deviation from the Government furnished rights-of-way for his convenience, the Contractor shall notify the Contracting Officer or its representative in writing. Contractor shall not provide any permanent rights-of-way for the

project. The Contractor is cautioned that any deviation to the Government furnished rights-of-way is subject to all applicable Federal and state environmental laws and regulations. Compliance with these environmental laws and regulations may require additional National Environmental Policy Act (NEPA) documents, cultural resources surveys, coordination with the Louisiana State Historical Preservation Officer, water quality certification, modification of the Federal consistency determination, etc. The Government is ultimately responsible for environmental compliance; therefore, the Government will determine the additional environmental coordination and documentation necessary for a proposed deviation to the Government furnished rights-of-way. For any environmental investigations the Government is to perform on areas outside of Government furnished rights-of-way, the Contractor shall provide sufficient rights of entry to the Government. The Contracting Officer will advise the Contractor of the additional environmental coordination and documentation that must be completed. The Government shall be responsible for any additional environmental compliance; however, the Contractor may conduct specific tasks identified by the Government. The Government will offer advice and assistance to the Contractor in conducting these tasks. Depending on the environmental impact of the proposed deviation, obtaining the coordination and documentation may not be approved or could take as much as 180 days for approval by the Government. The Government must review, approve and ensure distribution of all environmental compliance documentation and ensure all comments on the same have been resolved before any utilization of any areas outside of the Government furnished rights-of-way. The Contractor shall reimburse the Government for actual expenses incurred for assistance in completing or attempting to complete additional environmental coordination and documentation, which expenses will not exceed one hundred thousand (\$100,000.) dollars. There is no guarantee that environmental compliance will be obtained; therefore, the Contractor shall assume all risks and liabilities associated with pursuing a deviation. Any delays resulting from the deviation and/or the environmental coordination and documentation shall not be made the basis of any Contractor claim for increase in the contract cost and/or increase in contract time. Deviations will be at Contractor's sole risk and liability, including, but not limited to, such liabilities associated with items such as hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et. seq.), and at no cost to the Government. Government assistance in obtaining additional environmental clearances does not relieve the Contractor of responsibility for complying with other Federal, state or local licenses and permits.

1.8 CERTIFICATES OF COMPLIANCE. Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in three (3) copies. 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 specified requirements.

1.9 ENVIRONMENTAL LITIGATION.

(a) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If the order is not due in any part to acts or omissions of the Contractor (or a Subcontractor at any tier) other than as required by this contract, such suspension, delay, or interruption shall be as if ordered by the Contracting Officer under the Contract Clause in Section 00700 entitled, "SUSPENSION OF WORK (FAR 52.242-14)". The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(b) The term "environmental litigation", as used herein, means a lawsuit alleging that the work has an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

1.10 UTILITIES AND IMPROVEMENTS.

(a) All known utilities within the limits of the work, such as pipes, communication lines, power lines, etc., that would interfere with construction work will be removed, modified or relocated by local interests or utility companies at no cost to the Contractor unless otherwise noted in the plans and/or specifications. The Contractor, however, shall cooperate with the authorities or company representatives and shall conduct his/her operations in such manner as to result in a minimum of inconveniences to the owners of said utilities. The Contractor shall notify each utility owner by certified mail 45 days, 15 days, and again 72 hours prior to the date utilities must be moved and provide a copy of these notifications to the Contracting Officer.

(b) Any unidentified pipes or structures which may be found within the limits of the work during the course of construction shall not be disturbed nor shall construction or excavation be performed at these locations unless and until approved by the Contracting Officer.

1.11 NOT USED.

1.12 WEEKENDS, HOLIDAYS, AND NIGHTS. When the Contractor elects to work on weekends, holidays, and nights, notice shall be given to the Contracting Officer, in writing, in advance of commencement of such operations to permit suitable arrangements for inspection to be made. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at his/her own expense.

1.13 NOT USED.

1.14 U.S ARMY CORPS OF ENGINEERS CRD-C STANDARDS. CRD-C standards can be found at the following case sensitive address: www.wes.army.mil/SL/MTC/handbook/handbook.htm.

1.15 AGGREGATE SOURCES.

(a) Concrete aggregates meeting the quality requirements of these specifications have been produced from the sources listed below:

April 2004

PRODUCER DESIGNATION	NEAREST TOWN TO PIT**	TYPE*	PIT
Blain Sand & Gravel, Inc.	Georgetown, MS	S, G	Bailey Pit
B. & M. B., Inc.	Jackson, LA	S, G	Dudley Pit
B. & M. B., Inc.	Wakefield, LA	S, G	Island Pit
B. & M. B., Inc.	Jackson, LA	S, G	Thompson Pit
Bunch Gravel Co.	Clinton, LA	G	Bunch Gravel Plant #1
Bunch Gravel Co.	Darlington, LA	S, G	Bunch Gravel Plant #2
Fleniken Sand & Gravel Co.	Grangeville, LA	S, G	Fleniken Sand & Gravel (Spears Lease)
Irv Daniel	Wakefield, LA	S, G	Island Pit
Lambert Gravel Co., Inc.	Darlington, LA	S, G	Billups Pit (B 1)
Lambert Gravel Co., Inc	Bains, LA	S, G	Harvey Garrett & Butler lease (G-2)
Martin Marietta Aggregates	Crystal Springs, MS	S, G	Crystal Springs Plant (Bell Pit)
Martin Marietta Aggregates	Watson, LA	S, G	Plant 9
Martin Marietta Aggregates	Watson, LA	S, G	Plant 11

Martin Marietta Aggregates	Smithland, KY	LS	Three Rivers Quarry
Mears Sand & Gravel Co.	Watson, LA	S, G	Penny & Easterly Lease
Norris Springs Gravel	Sicily Island, LA	S, G	Norris Springs Gravel Pit
Pine Bluff Sand & Gravel Co.	Delaware, AR	SS	River Mountain Quarry
Southern Aggregates	Watson, LA	S, G	Mullins Lease
Standard Gravel Co., Inc.	Hattiesburg, MS	S	Plant 80
Standard Gravel Co.	Enon, LA	G	Enon Pit (C-10 & CZ-30 Leases)
Standard Gravel Co.	Pearl River, LA	S, G	Nicholson Plant (Nic-7)
Texas Industries, Inc.	DeRidder, LA	S, G	Anacoco Creek Plant
Texas Industries, Inc.	Watson, LA	S, G	Clemons Plant
Texas Industries, Inc.	Grangeville, LA	S, G	Harvel/Hartner/Dunn Plant
Texas Industries, Inc.	Pearl River, LA	S, G	Honey Island Operation (Pit #1)
Texas Industries, Inc.	Pearl River, LA	S, G	Honey Island Operation (Pit #2)
Texas Industries, Inc.	Perryville, LA	S, G	Perryville Plant
Texas Industries, Inc.	Enon, LA	S	Price Plant

Texas Industries, Inc.	Grangeville, LA	G	Stanley Hornsby Plant
Texas Industries, Inc.	Woodworth, LA	S, G	Woodworth Plant
Tower Rock Stone Co.	Ste. Genevieve, MO	LS	Tower Rock Stone Co.
Tower Rock Stone Co.	Scott City, MO	LS	Grays Point Quarry
Vulcan Materials Co.	Lake City, KY	LS	Reed Quarry
***Vulcan Materials Co.	Playa del Carmen, Mexico	LS	Calica Pit

*Type:

G = Gravel LS = Limestone S = Sand SS = Sandstone

** "Nearest Town to Pit" according to LDOTD Official State Highway Map and Rand McNally Road Atlas copyrighted 2000.

***To be used only for slope paving below Mississippi River Mile 167 (near Union, LA).

(b) Concrete aggregates may be furnished from any of the above listed sources or at the option of the Contractor may be furnished from any other source designated by the Contractor and approved by the Contracting Officer, subject to the conditions hereinafter stated and as specified in Section 03307.

(c) After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he/she proposes to furnish aggregates. If the Contractor proposes to furnish aggregates from a source or from sources not listed above, he/she may designate only a single source or single combination of sources of aggregates. If a source for coarse and/or fine aggregate so designated by the Contractor is not approved for use by the Contracting Officer, the Contractor may not submit for approval other sources but shall furnish the coarse and/or fine aggregate, as the case may be, from a source listed above at no additional cost to the Government.

(d) Approval of a source of concrete aggregate is not to be construed as approval of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials do not conform to the quality requirements of ASTM C 33. Aggregate gradations shall be in accordance with the specified requirements of Section 03307. Materials produced from any source, including those listed above, shall also meet all the requirements of Section 03307 of the Technical Specifications.

(e) It is the Contractor's responsibility to determine that the aggregate source or combination of sources selected is capable of supplying the quantities and gradations needed and at the rates needed to maintain the scheduled progress of the work. The inability of a

source or combination of sources to maintain the necessary volume shall not be the basis for any claim for a time extension.

1.16 STONE SOURCES.

(a) On the basis of information and data available to the Contracting Officer, stone meeting the quality requirements of these specifications has been produced from the sources listed below:

March 2006

PRODUCER DESIGNATION	NEAREST TOWN TO PIT*	TYPE	PIT
APAC	Bloomsdale, MO	LS	APAC Brickeys Quarry
Arab Stone, Inc.	Zalma, MO	DO/LS	Arab Quarry
Burfordville Stone LLC	Burfordville, MO	DO	Burfordville Quarry
Bussen Quarries, Inc.	Mehlville, MO	LS	Bussen Quarry
Central Stone Co.	Withers Mill (Monroe City), MO	LS	Pit # 1
Central Stone Co.	Perry, MO	LS	Pit # 9
Cumberland River Resources	Salem, KY	LS	Smith Quarry
Florida Rock Industries	Humm Wye, IL	SS	Golconda Quarry
Granite Mountain Quarries Mountain,	Sweet Home, AR	GR	Granite Quarry # 1
Granite Mountain Quarries	Sweet Home, AR	GR	Granite Mountain, Quarry # 2
Granite Mountain Quarries	Bryant, AR	GR	Granite Mountain, Quarry # 3
Hoover Incorporated	Allsboro, AL	LS	Allsboro Quarry
Industrial Minerals Products Division/3M	Little Rock, AR	GR	3M Arch Street Quarry
Martin Marietta Aggregates	Uniontown, MO	LS	Appleton Quarry

Martin Marietta Aggregates	Black Rock, AR	DO	Black Rock Quarry (Sloan/ Cavanaugh)
Martin Marietta Aggregates	Cave In Rock, IL	LS	Cave-In-Rock Quarry
Martin Marietta Aggregates	Fredonia, KY	LS	Fredonia Quarry
Martin Marietta Aggregates	Smithland, KY	LS	Three Rivers Quarry
Pine Bluff Sand & Gravel Co.	Delaware, AR	SS	River Mountain Quarry
Seminole Stone, Inc.	Wappapello, MO	DO	Cave Quarry
Shippers and Sellers LLC	Kellerman, AL	SS	Kellerman Quarry
Simpson Construction Materials	Fenton, MO	LS	Simpson South Quarry
Strack Excavating and Hauling(Strack Stone Co.)	Cape Girardeau, MO	LS	Strack Quarry # 1
Tower Rock Stone Co.	Scott City, MO	LS	Grays Point Quarry
Tower Rock Stone Co.	St. Genevieve, MO	LS	Tower Rock Stone Co.
Vulcan Materials Co.	Black Rock, AR	DO	Black Rock Quarry
Vulcan Materials Co.	Cherokee, AL	LS	Cherokee Quarry
Vulcan Materials Co.	Tuscumbia, AL	LS	Pride Quarry
Vulcan Materials Co.	Lake City, KY	LS	Reed Quarry
Vulcan Materials Co.	Judsonia, AR	SS	Searcy Quarry
Vulcan Materials Co.	Tuscumbia, AL	LS	Tuscumbia Plant (Quarry #114)
White River Materials, Inc.	Cord, AR	LS	Cord Quarry

Type Legend: DO = Dolomite
LS = Limestone
GR = Granite (Nepheline syenite)
SS = Sandstone

* "Nearest Town to Pit" according to Rand McNally Road Atlas copyrighted 2000.

(b) Stone may be furnished from any of the above listed sources, or at the option of the Contractor may be furnished from any other source designated by the Contractor and accepted by the Contracting Officer, subject to the conditions hereinafter stated.

(c) It is the Contractor's responsibility to determine that the stone source or combination of sources selected is capable of supplying the quantities and gradation needed and at the rate needed to maintain the scheduled progress of the work.

(d) After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he/she proposes to furnish stone. If the Contractor proposes to furnish stone from a source not listed above, he/she may designate only a single additional source for stone. If a source for stone so designated by the Contractor is not accepted for use by the Contracting Officer, the Contractor may not propose other sources but shall furnish the stone from a source listed above at no additional cost to the Government.

(e) Acceptance of a source of stone is not to be construed as acceptance of all material from the source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for stone as determined by the Contracting Officer. Materials produced from a listed or unlisted source shall meet all specified requirements.

1.17 NOT USED.

1.18 STATE TAXES.

(a) The bid submitted in response to this Invitation shall not include any amount whatever for payment of any of the following taxes, fees or charges:

(1) The Louisiana "Severance Tax" imposed by LSA R.S. 47:631 and made applicable to the dredging of fill material from rivers and bodies of water within the State of Louisiana by the Severance Tax Regulations promulgated by the Collector of Revenue dated 31 March 1968.

(2) Any amounts claimed by the Louisiana Department of Wildlife and Fisheries for the privilege of removing fill from the water bottoms of the State of Louisiana.

(b) If the Contractor is required to pay or bear the burden of any tax, fee, or charge described in paragraphs a(1) and/or a(2) above, the contract prices shall be increased by the amount which the Contractor is required to pay to the State of Louisiana; provided, however, that

no increase in contract price shall be made for any liability the Contractor may incur as a result of his/her fault or negligence or his/her failure to follow the instructions of the Contracting Officer (CO).

(c) The Contractor shall promptly notify the Contracting Officer of all matters pertaining to taxes, fees, or charges as described herein which reasonably may be expected to affect the contract price and shall at all times follow the directions and instructions of the Contracting Officer in regard to the payment of such taxes, fees, or charges.

(d) Before any increase in contract price becomes effective in accordance with the provisions of this clause, the Contractor shall warrant in writing that no amount of such taxes, fees, or charges was included in the contract price as a contingency reserve or otherwise.

(e) In addition to the costs allowed by subparagraph b, the Contracting Officer may also allow an increase in contract price for costs or expenses which accrue to the Contractor as a result of any directions or instructions received from the CO.

1.19 REQUIRED INSURANCE SCHEDULE. The Contractor and subcontractor shall procure and maintain during the entire period of this performance under this contract the following minimum insurance.

(a) Employer's Liability Insurance. The Contractor 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 accident for property damage. This insurance shall cover the operation of all automobiles used in performance of the contract. All vehicles to be used in the performance of this contract shall be expressly designated in the insurance policy. A copy of the list of such vehicles shall be submitted to the Contracting Officer. In the event that the Contractor acquires a new vehicle for use on this contract after his/her insurance policy has been obtained, he/she shall immediately amend his/her policy to reflect the inclusion of the new vehicle on the policy. In no event shall the Contractor drive a vehicle on the Government installation without first obtaining the required coverage for said vehicle.

1.20 NOT USED.

1.21 NOT USED.

1.22 COMMERCIAL WARRANTY. The Contractor agrees that the standard commercial equipment furnished under this contract shall be covered by the most favorable commercial warranties the manufacturer gives to any customer for such equipment, and that the remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Two copies of

the warranties shall be furnished by the Contractor to the Contracting Officer.

1.23 ACCESS PLAN. The Contractor shall submit an access plan to be reviewed and approved by the Contracting Officer to include, as a minimum, the following:

- (a) Layout drawings showing the location of all equipment, office structures, toilets, and storage areas for materials.
- (b) Show mobilization and demobilization routing and locations of large equipment, such as draglines, cranes, etc. while on the jobsite.
- (c) Show waterway channels or canals used to mobilize and demobilize equipment and materials and show access routes and docking areas of all marine equipment with respect to the jobsite.

1.24 NOT USED.

1.25 NOT USED.

1.26 NOT USED.

1.27 NOT USED.

1.28 STATE PERMITS. Pursuant to the Contract Clause in Section 00700 entitled, "PERMITS AND RESPONSIBILITIES (FAR 52.236-7)", the Contractor is required, prior to commencing work, to obtain from the Public Lands Administrator of the State Land Office, or his/her representative, at (504) 342-4575, whatever permit is necessary to perform work upon state lands and/or waterbottoms.

1.29 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 furnishings 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.

1.30 VIBRATION MONITORING.

a. The Contractor shall monitor vibrations associated with pile driving and extraction operations, and all other construction operations involving hauling and placement of any construction materials, movement of heavy equipment, or any activity likely to cause high vibration levels. Prior to the start of operations, the Contractor shall submit his plan for the number and location of his vibration monitoring equipment, and calibration reports for all of his vibration monitoring equipment for the approval of the Contracting

Officer. The vibration monitoring equipment shall be calibrated as recommended by the equipment manufacturer. A professional engineer registered in the State of Louisiana with experience in interpreting/assessing vibration monitoring operations shall sign and seal all results and geotechnical interpretations/assessments obtained from the vibration monitoring. As a minimum, the engineer shall have experience in performing and evaluating vibration monitoring results on at least five (5) projects of similar magnitude and similar subsurface soil conditions within the last five (5) years. Qualifications of the engineer and the name of the independent vibration monitoring company shall be submitted to the Contracting Officer for acceptance 10 days prior to the need for any vibration monitoring as described above. The Contractor shall inform the Orleans Levee District by certified mail and the Contracting Officer at least 15 days prior to the beginning of any vibration-inducing construction operations. The Contractor shall obtain right-of-entry from property owners (and lessees, if applicable) using the form provided by the Contracting Officer 15 days prior to the beginning of any vibration-inducing construction operations. If owners (and lessees, if applicable) are not present during the Contractor's first attempt to obtain right of entry for the vibration monitoring, the Contractor shall make good faith attempts to contact those owners and/or lessees in order to obtain the necessary rights of entry. The Contractor shall document the date, time and location of each attempt to obtain the required rights of entry from the owners (and lessees, if applicable). Contractor will continue attempts to contact owners (and lessees, if applicable) until the time he is ready to drive and/or extract the piles from the subject property. If right of entry is not available at the nearest structure where vibration monitoring is to be accomplished, the Contractor shall document its choice of a comparable location equal in distance from the subject structure for vibration monitoring using the nearest public right-of-way or obtain a right of entry from the nearest adjacent owner or lessee.

b. Vibrations shall be limited to a peak particle velocity of 0.25 inches per second at the nearest structure. When vibrations from its operations have exceeded the limit, the Contractor shall take immediate action to reduce the vibrations to acceptable limits.

c. A daily monitoring summary sheet shall be provided in the Contractor's Quality Control report. Also, a weekly vibration assessment report shall be prepared and submitted to the Government no later than 7 days after that reporting period. The report shall include the job title; name of registered professional engineer and vibration monitoring firm; type of vibration monitoring equipment used including type, model and method of measuring vibrations; date of monitoring; location and sketch of monitoring operations; distance from operations; type and location of construction operation(s) being monitored; minimum and maximum readings (any readings above the maximum peak particle velocity) with dates, durations and times, including copies of vibration recording tapes with the documentation of corrective actions taken and the interpretation/ assessment that these vibrations would have had on the structure; and the original copies of the executed rights-of-entry agreements for property on which vibration monitoring occurred during that assessment period.

d. The Government may check the vibration monitoring operations by performing its own independent vibration monitoring.

e. Measurement and Payment. No separate measurement or payment will be made for vibration monitoring. All costs incurred for vibration monitoring shall be included in the items to which the work is incidental.

1.31 EMERGENCY GAP CLOSURE PLAN. (Not Used)

1.32 FIELD VERIFICATION OF UTILITY LOCATIONS. Documentation on the exact locations of various underground utilities is not available except as shown in the reference drawings. In particular, the exact locations of water service and septic system field lines are not precisely known. The Contractor shall verify the locations of underground utilities prior to digging for any purpose.

1.33 SECURITY. Federal Government agencies, including the U.S. Army Corps of Engineers, may institute restrictive security procedures at their sites when such are deemed necessary. Security levels and associated procedures may change without advance warning. Contractors and Subcontractors shall abide by all security measures in force at any time during the duration of the contract.

a. Personnel Identification

All Contractor and Subcontractor personnel shall have photo identification issued by a State or Federal Government agency on their persons at all times they are on the Government reservation. Identification that does not include a photograph is not acceptable, nor is identification issued by a company, school, or other agency other than a Federal or State Government agency authorized to issue identification. Personnel may be required to show identification in order to enter the Government reservation or while on the grounds of the reservation, and may be denied access, or may be required to leave the site, if such identification is not valid or not carried.

b. Vehicle Identification

All vehicles used by Contractor or Subcontractor personnel, whether company- or privately-owned, shall have valid license plates, safety inspection stickers, and registration documents from the state(s) in which the vehicles are registered.

c. Vehicle Searches

All vehicles, privately or corporately owned, are subject to search while on the grounds of any Government reservation. Entering the reservation constitutes consent to search. Any contraband found during a search is subject to seizure. The drivers and/or occupants of a vehicle carrying contraband are subject to criminal prosecution, and any vehicle found to contain contraband is subject to impoundment by the appropriate law enforcement agency. Contraband includes but is not limited to, firearms, explosives, and drugs or other controlled substances.

1.34 NOT USED.

1.35 COORDINATION WITH OTHERS. The Contractor shall schedule and coordinate its operations affecting other Contractors, Government Hired Labor Forces, utilities, and/or property occurring within the work limits. Such scheduling shall be accomplished with lead time sufficient for coordination of all involved parties as necessary for timely completion of each contract feature. As evidence of compliance with this general requirement clause, the Contractor shall furnish the Contracting Officer with a copy of each coordinated schedule prior to commencing operations affecting such other Contractors, Government Hired Labor Forces, utilities, and/or property. As a minimum, coordination will be established with each of the following points of contact, as required:

a. Gerard J. Gillen
Orleans Levee District
6920 Franklin Ave.
New Orleans, LA 70122
Telephone Number: (504) 286-3100

b. Louis Durr
Orleans Levee District
O.L.D. O&M Director
6920 Franklin Ave.
New Orleans, LA 70122
Telephone Number: (504) 782-2797

c. Stevan Spencer
Orleans Levee District
District Engineer
6920 Franklin Ave
New Orleans, LA 70122
504-286-3100
Fax: 504-286-3188
sspencer@orleanslevee.com

d. ENTERGY
Mike Dupuis
504-756-8994
Customer Service and Emergencies 1-800-386-3749
www.entergy-louisiana.com

e. Louisiana Department of Transportation and Development
Clyde Martin, Federal Projects Engineer
Public Works & Hurricane Flood Protection
8900 Jimmy Wedell
Baton Rouge, LA 70807
225-274-4113
Fax - 225-274-4315
www.dotd.louisiana.gov

f. Sewerage and Water Board of New Orleans
Kenman Crackett
504-865-0660
625 Saint Joseph St
New Orleans, LA 70165
Customer Service 504-529-2837
Fax 504-585-2455

www.sbno.org

g. Capt. Bryan Clarke
Wildlife Enforcement
6920 Franklin Ave.
New Orleans, LA 70122
Telephone Number: (504) 282-4375
Hours: 8:00 a.m. to 4:30 p.m.

h. Elmer Darwin
City Traffic Engineer
Department of Streets
1300 Perdido Street
Suite 6W02
BOLA 70112
Telephone Number: (504)658-8040
Fax: (504)658-8007

i. Cox Communications, Inc.
ATTN: Ed Herrera - 5th Floor East Construction Department
2121 Airline Drive
Metairie, LA 70001
Telephone Number: (504) 304-8093

The contractor shall coordinate with the Corps of Engineers drilling contractor who will be installing inclinometers at the test site. One of these will be installed on the canal side of the wall and this installation will require access from the canal. The contractor shall make his floating plant available to the governments drilling contractor.

1.36 COORDINATION WITH CORPS DURING THE SITE SPECIFIC LOAD TEST.

1.36.1 During the course of the site specific load test, the Contractor shall supply all necessary resources to operate and maintain the temporary facilities and equipment specified in section 01500 per the Corps of Engineers directions. The Contractor shall make these resources continuously available for the entire duration of the site specific load test. Once started, the site specific load test will continue for a minimum of 4 uninterrupted 24-hour days. The maximum duration of the site specific load test will be 7 uninterrupted 24-hour days. The Contractor shall strategically locate these resources on the job site to carry out the Corps directives as specified.

1.36.2 During the test, the Corps will direct the Contractor to fill the cofferdam in certain fashion to meet the specific requirement of the site specific load test. In general, the Corp will direct the Contractor to pump water into the interior of the cofferdam, raising the water level in the cofferdam in 6-inch increments. The Contractor will be required to maintain the interior water surface in the cofferdam for a minimum of 4-hours at which time the Corps may direct him to raise the water surface elevation another 6-inches. At 7:30pm on every day during the site specific load test, the Contractor will be required to maintain the interior water surface overnight until the following morning at 6:00am. When, at 7:30pm, the water surface in the cofferdam exceeds +4.0 feet, the contractor will be required to lower the water surface inside the cofferdam to +4.0 for the overnight hold.

The contractor shall use the emergency pumping system to lower the cofferdam water surface at night. At 6:00am on the following morning and at the contracting officer's direction, the contractor shall fill the cofferdam to the directed level.

1.36.3 When directed to raise the cofferdam interior water surface elevation to the next 6-inch increment, the Contractor is required to reach that elevation within 30-minutes of the directive. When recovering the water surface elevation from an overnight hold at +4.0 feet, the contractor shall not fill the cofferdam any faster than 6-inches in 30-minutes. The Contractor shall operate the pumps in a fashion to adjust and maintain the interior water surface elevation within 1-inch of the directed elevation.

1.36.4 At any time during the site specific load test, the Corp may direct the contractor to empty the water from the cofferdam as soon as possible. This directive may come in the form of verbal instruction or warning klaxon. The contracting officer's representative will describe the emergency warning system to the contractor when the job is underway. If this directive comes, it means that the Corps has decided that the wall is in imminent danger. The Contractor shall mobilize his resources to begin emptying the cofferdam within 30-seconds of receiving the directive.

1.36.5 The contractor will install two separate and independent systems inside the cofferdam to empty the cofferdam in an emergency. These systems are the emergency pumping system and the emergency slide gate. These are shown on the drawings.

1.36.6 The emergency pumping system is contractor designed and the general concept is shown on the drawings. When installed, it shall have a pumping capacity such that, when mobilized, it can lower the water surface elevation in the cofferdam from a maximum of +7.5-ft to 2.0-ft elevation within 120 seconds or less.

1.36.7 The emergency slide gate is government designed and is shown on the drawings. The contractor shall have the necessary rigging and lifting capability attached to the emergency slide gate at all times during the site specific load test. The contractor shall be prepared to lift the slide gate into the fully open position within 30-seconds of mobilization.

1.36.8 When the contractor has reduced the water surface elevation inside the cofferdam to +4.0 feet for the overnight holds, the contractor may step down from his heightened state of readiness on the emergency pumping system and the emergency slide gate.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.