



4. Location of Government installed work.

5. Contractor's on-base route to site.

\*\*\*\*\*  
 \*\*\*\*\*  
 NOTE: See "FAC 5252.211-9301, Phased Construction  
 Schedule."  
 \*\*\*\*\*

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 the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE EM 385-1-1 (2003) U.S. Army Corps of Engineers Safety  
 and Health Requirements Manual

\*\*\*\*\*  
 OPTION: Remove Section 00320 GEOTECHNICAL DATA  
 from the body of specifications, and have CT post  
 it separately if the Contracting Officer or  
 specialist insists on having the solicitation  
 number on every page. See subparagraph "Physical  
 Conditions" of paragraph PHYSICAL DATA for  
 necessary revisions.  
 \*\*\*\*\*

GEOTECHNICAL DATA GEOTECHNICAL DATA, [Project Title],  
 (Posted as Geodata.pdf)

1.2 WORK COVERED BY CONTRACT DOCUMENTS

1.2.1 Project Description

\*\*\*\*\*  
 NOTE: Describe the project and the types of work  
 involved in sufficient detail so as to present a  
 general picture which is self contained but does not  
 refer to the drawings or to other parts of the  
 specification. Mention peculiar or hazardous work,  
 and monitoring of archaeological resources. This  
 paragraph should be used verbatim in preparing the  
 synopsis for advertising the project.  
 \*\*\*\*\*

The work includes [\_\_\_\_\_] and incidental related work.

1.2.2 Location

\*\*\*\*\*  
 NOTE: Include station name and geographic location  
 in the blank provided.  
 \*\*\*\*\*

The work shall be located at the [\_\_\_\_], approximately as indicated. The exact location will be shown by the Contracting Officer.

1.2.3 Safety Requirements

See Section 01525 GENERAL SAFETY REQUIREMENTS and COE EM 385-1-1.

1.2.4 Work Performed by Others

\*\*\*\*\*  
NOTE: Include when subparagraph "Coordination with Other Contracts" of the indicated paragraph and section are used. Otherwise, delete this subparagraph.  
\*\*\*\*\*

See paragraph PROJECT COORDINATION of Section 01310 ADMINISTRATIVE PROCEDURES.

1.3 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

\*\*\*\*\*  
GENERAL NOTE: The following paragraphs will appear on the CT-C checklist and we are to check the use of the Clause; PD2 clause has been modified to reference Section 01110 SUMMARY OF WORK for complete subparagraph(s) information.  
\*\*\*\*\*

a. Read this paragraph in conjunction with the Clause COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) of Section 00700 CONTRACT CLAUSES.

\*\*\*\*\*  
NOTE: Use following applicable subparagraph when required and if used check "Establishment" paragraph in TECHNICALS -- from Office of Counsel.  
\*\*\*\*\*

[ b. In addition to the above, the following shall apply: The time stated for completion shall include the time specified for the establishment of grass as set forth in the paragraph ESTABLISHMENT AND PROTECTION AND MAINTENANCE of Section [ ] [ ].]

\*\*\*\*\*  
NOTE: Use following subparagraph when time for completion does not include establishment of grass.  
\*\*\*\*\*

[ b. In addition to the above, the following shall apply: The time for completion does not include establishment of grass. Grass shall be established not later than [ ] calendar days after the date the Contractor receives the Notice to Proceed. The time stated for the establishment of grass herein and as set forth in the paragraph ESTABLISHMENT AND PROTECTION AND MAINTENANCE of Section [ ] [ ] shall also include a final cleanup of the premises.]

\*\*\*\*\*

**NOTE: Use following subparagraph when SEPARATE COMPLETION DATES are required.**

\*\*\*\*\*

[ b. In addition to the above, the following shall apply: The Contractor shall commence work on each separate feature (work site) of this contract, prosecute the work on the feature (work site) diligently, and complete the feature (work site) ready for use not later than the number of calendar days specified below after receipt by him of Notice to Proceed. The times stated for completion include the time specified for establishment of grass as set forth in the paragraph ESTABLISHMENT AND PROTECTION AND MAINTENANCE of Section [ ] [ ] and shall include final cleanup at each work site.]

\*\*\*\*\*

**NOTE: Add the following to paragraph when LAND RESTRAINTS are involved.**

\*\*\*\*\*

[ NOTE: Work Area [ ] shown on Dwg. No. [ ] and lands for construction of [ ] will not be available to the Contractor sooner than [ ] months from the date of Notice to Proceed. Lands for [ ] between Stations [ ] and [ ] will not be available to the Contractor until [ ]. The [ ] Contractor will not be permitted any use of the above noted lands, including access through, until the lands are made available. See paragraphs [ ] of Section [ ] [ ] and paragraphs [ ] of Section [ ] [ ] for additional restraints.]

\*\*\*\*\*

**NOTE: Use the following subparagraph in LANDSCAPING jobs.**

\*\*\*\*\*

[ b. In addition to the above, the following shall apply: The word "work" means "planting and landscaping." Following the last planting, all plantings performed under the contract shall be satisfactorily maintained in accordance with the Technical Requirements. The time stated for completion shall include final cleanup of the premises, except for the necessary cleaning up after maintenance which shall be accomplished by the end of the maintenance period.]

\*\*\*\*\*

**NOTE: Use the following subparagraph only with DREDGING jobs when completion determined by production requirement. NOT APPLICABLE TO SHORE PROTECTION/BEACH EROSION CONTROL PROJECTS.**

\*\*\*\*\*

[ b. In addition to the above, the following shall apply: The Contractor shall prosecute the said work at an average rate of not less than [ ] cubic yards per month and to complete it within the number of days after the limiting date fixed for commencement, determined by applying the average monthly rate above stipulated to the total quantity of material actually removed and to be paid for under the contract; provided, that the quantity of material removed in any one month shall in no case be less than [ ] cubic yards; provided further, that no waiver by the Contracting Officer of any failure of the Contractor to make in any month or series of months the rate of progress required by this paragraph shall be construed as relieving the

Contractor from the obligation to make up the deficiency in future months and to complete the entire work within the time allowed by the contract. The time thus determined for completion shall include final clean-up of the premises.

\*\*\*\*\*  
**NOTE: Use the following subparagraph only with DREDGING jobs with fixed time completion. NOT APPLICABLE TO SHORE PROTECTION/BEACH EROSION CONTROL PROJECTS.**  
\*\*\*\*\*

[ b. In addition to the above, the following shall apply: The Contractor shall prosecute the said work at an average rate of not less than [ ] cubic yards per month, and to complete it within the number of days after the limiting date fixed for commencement; provided that the quantity of material removed in any one month shall in no case be less than [ ] cubic yards; provided further, that no waiver by the Contracting Officer of any failure of the Contractor to make in any month or series of months the rate of progress required by this paragraph shall be construed as relieving the Contractor from the obligation to make up the deficiency in future months and to complete the entire work within the time allowed by the Contractor.

\*\*\*\*\*  
**NOTE: Use the following subparagraph for all DREDGING jobs when completion determined by fixed time. NOT APPLICABLE TO SHORE PROTECTION/BEACH EROSION CONTROL PROJECTS.**  
\*\*\*\*\*

[ c. In addition to the above, the following shall apply: The words "commence work" means "commence dredging." The commencement time of [ ] days applies unless precluded by inclement weather as determined by the Contracting Officer.]

1.4 LIQUIDATED DAMAGES - CONSTRUCTION

Refer to the Clause LIQUIDATED DAMAGES - CONSTRUCTION (FAR 52.211-12 of Section 00700 CONTRACT CLAUSES.

1.5 PHYSICAL DATA

\*\*\*\*\*  
**GENERAL NOTE: The following paragraphs will appear on the CT-C checklist and we are to check the use of the Clause; PD2 clause has been modified to reference this Section for complete subparagraph(s) information. WE WILL CONTINUE TO USE THE SUBPARAGRAPH(S) AND LANGUAGE AS WE HAVE IN THE PAST.**

**NOTE: For all jobs (use subparagraphs as necessary).**  
\*\*\*\*\*

Read this paragraph in conjunction with the Clause PHYSICAL DATA (FAR 52.236-4) of Section 00700 CONTRACT CLAUSES.

## 1.5.1 Physical Conditions

\*\*\*\*\*  
**NOTE: Use the tagged reference to GEOTECHNICAL DATA if this report is posted as a separate document. Use the section number and title reference if this report is included in the body of the specifications.**  
 \*\*\*\*\*

The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys and/or by core borings. When the indicated physical conditions are the result of site investigations by core borings, the core boring logs and laboratory data are in [GEOTECHNICAL DATA referenced above][Section 00320 GEOTECHNICAL DATA] and the core boring locations are shown on the drawings. Also, see [the GEOTECHNICAL DATA][Section 00320 GEOTECHNICAL DATA] for instructions concerning availability of core borings for inspection.

## 1.5.2 Weather, Water Stage and Tide Data

See Section 00335 WEATHER, WATER STAGE AND TIDE DATA.

## 1.5.3 Hydrographic Surveys

\*\*\*\*\*  
**NOTE: Use for all dredging jobs. Insert survey number(s) corresponding with the project.**  
 \*\*\*\*\*

Hydrographic Survey Number[s] [ ] [is][are] available for download at the following web site:  
<http://www.saj.usace.army.mil/conops/navigation/surveys/hydro.htm>.

## 1.5.4 Contractor Investigation

In addition to the information given in the contract drawings, the Contractor shall make his own investigation of available roads for transportation, load limits for bridges and roads, and other road conditions affecting the transportation of materials and equipment to the site. The Contractor shall investigate the availability of railroad sidings, and shall make all arrangements for use of any sidings for the delivery of any materials and equipment to be used on the work.

## 1.5.5 Maritime Traffic

\*\*\*\*\*  
**NOTE: Select appropriate wording; delete if Not Applicable.**  
 \*\*\*\*\*

[Channel] [Marine] Traffic in the project area consists of [Naval,] [cruise ships,] [commercial,] [pleasure,] and [small recreational] vessels of all types and sizes which can be accommodated by existing depths.

## 1.5.6 Obstruction of Channel

The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the

provisions of Section 7 of the River and Harbor Act approved 8 August 1917.

The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of any vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the contract in navigable waters or on shore.

1.6 LAYOUT OF WORK

Read this paragraph in conjunction with the Clause LAYOUT OF WORK (FAR 52.236-17) of Section 00700 CONTRACT CLAUSES.

\*\*\*\*\*  
**NOTE: If MONUMENT DESCRIPTION SHEETS are furnished by Technical Manager, use this paragraph in lieu of FAR 52.236-17 shown on CT-C checklist. IF DESCRIPTION SHEETS ARE NOT FURNISHED, CT-C CHECKLIST SHOULD INDICATE FAR 52.236-17 IS TO BE USED. Modify to conform to Con-Ops desire. Select appropriate subparagraph for Established Monuments.**  
\*\*\*\*\*

1.6.1 Established Monuments

[The Government has established monuments along the work site(s) with their locations, coordinates, elevations, and distances to lines and points on the [canal] [levee] [ ] indicated on the contract drawings. Control monument descriptions are in Section 00330 CONTROL MONUMENT DESCRIPTIONS.]

[The Government has established monuments, control data and elevations for the work site(s) as indicated on the contract drawings. Control monument descriptions are in Section 00330 CONTROL MONUMENT DESCRIPTIONS.]

1.6.2 Layout

From the monuments, control data and elevations established by the Government, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

1.6.3 Survey

The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the monuments, control data and elevations established by the Government. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the Contracting Officer, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and

limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

1.7 DAMAGE TO WORK

\*\*\*\*\*  
**NOTE: Applicable to all work.**  
\*\*\*\*\*

The responsibility for damage to any part of the permanent work shall be as set forth in Clause PERMITS AND RESPONSIBILITIES of Section 00700 CONTRACT CLAUSES. 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 will make the repairs as ordered by the Contracting Officer and full compensation for such repairs 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, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment pursuant to Clause CHANGES of Section 00700 CONTRACT CLAUSES will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. 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.

1.8 DAMAGE TO WORK -- COFFERDAM REQUIRED

\*\*\*\*\*  
**NOTE: Delete in its entirety if Cofferdam is Not Applicable.**  
\*\*\*\*\*

a. The responsibility for damage to any part of the work to be performed under this contract shall be as set forth in Clause PERMITS AND RESPONSIBILITIES of Section 00700 CONTRACT CLAUSES. However, if the cofferdam(s) is constructed in accordance with plans and progress schedules approved by the Contracting Officer, but is overtopped by flood and such flood causes damage to the cofferdam or if any part of the permanent work is damaged by flood, earthquake, hurricane, or tornado, which damage is not due to the failure of the Contractor to take reasonable precaution or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs ordered by the Contracting Officer. The Contractor shall be compensated for any such repairs in accordance with the Clause CHANGES of Section 00700 CONTRACT CLAUSES. The equitable adjustment shall be based on the contract unit or lump sum prices applicable to any part of the damaged work.

b. The Contractor may, subject to approval of the Contracting Officer, or the Contracting Officer may order the Contractor to, flood or breach the cofferdam during a rise prior to, and in anticipation of, natural flooding due to overtopping. Such flooding or breach will be considered the same as though the cofferdam, if constructed in accordance with plans and progress schedules approved by the Contracting Officer, had been overtopped, in which event an equitable

adjustment will be made for damages to the cofferdam and/or any part of the permanent work, as provided in subparagraph a. above.

[1.9 EXISTING WORK

In addition to "FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements":

- a. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain.
- b. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the Contracting Officer. At the completion of operations, existing work shall be in a condition equal to or better than that which existed before new work started.

][1.10 LOCATION OF UNDERGROUND FACILITIES

\*\*\*\*\*  
**NOTE: For NAVFAC projects, use last bracketed phrase, verify with PDE/AIC/EIC.**  
 \*\*\*\*\*

[Obtain digging permits prior to start of excavation by contacting the Contracting Officer [15] [\_\_\_\_] calendar days in advance.] [Scan the construction site with electromagnetic or sonic equipment, and mark the surface of the ground where existing underground utilities are discovered.] Verify the elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed but indicated [or discovered during scanning] in locations to be traversed by piping, ducts, and other work to be installed. [Verify elevations before installing new work closer than nearest manhole or other structure at which an adjustment in grade can be made.] [Perform toning where indicated or shown by the Contracting Officer.]

1.10.1 Notification Prior to Excavation

\*\*\*\*\*  
**NOTE: Choose time required and appropriate utility.**  
 \*\*\*\*\*

Notify the Contracting Officer at least [number] [hours][days] prior to starting excavation work. Contact [Florida utility] [number] [hours][days] prior to excavating. Contractor is responsible for marking all utilities not marked by [Florida utility].

][1.11 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY

\*\*\*\*\*  
**GENERAL NOTE: The following paragraph will appear on the CT-C checklist and we are to check the use of the Clause when applicable; PD2 clause has been modified to reference this Section for completion of subparagraph b. below.**  
 \*\*\*\*\*

- a. Read this paragraph in conjunction with the Clause IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (FAR 52.245-3) of Section 00700

CONTRACT CLAUSES.

b. Each item of property to be furnished under this clause shall be identified in the Schedule by quantity, item, and description.

SCHEDULE OF GOVERNMENT-FURNISHED PROPERTY

Item No.	Quantity Furnished	Description	Delivery Point
1	As required to complete the work.		
2	"	[ ]	[ ]
3	"	[ ]	[ ]

[1.12 GOVERNMENT-FURNISHED MATERIAL AND EQUIPMENT

\*\*\*\*\*

**NOTE:** There are situations in which equipment installation data or templates would allow the Contractor to prepare rough-in and proceed with construction prior to taking delivery of Government-furnished equipment. This paragraph may be expanded to include scheduling delivery of installation data or templates as well as the equipment itself, if the data can be made available more quickly than the Government-furnished equipment and if advanced delivery would be helpful to the Government. Obtain listing of material from the Government.

\*\*\*\*\*

\*\*\*\*\*

**NOTE:** Include this paragraph only when the contractor will be required to install Government-Furnished Materials and Equipment or provide utilities for same. Obtain information to identify the items from the Government. Select FAR 52-245-2 when the value of the Government-furnished property is greater than \$100,000. Select FAR 52.245-4 when the value of the Government-furnished property is \$100,000 or less. Requires D&F memorandum.

\*\*\*\*\*

Pursuant to Contract Clause ["FAR 52.245-2, Government Property (Fixed Price Contracts)"] ["FAR 52-245-4, Government-Furnished Property (Short Form)"], the Government will furnish the following materials and equipment for installation by the Contractor:

\*\*\*\*\*

**NOTE:** Provide complete description and quantities for Government-furnished Contractor and installed material and equipment. Identify manufacturer, make, model and operating characteristics. Avoid

generic descriptions especially for equipment requiring utilities such as water service, drains, natural gas, steam, or electricity. This information should be made available by the activity furnishing the material or equipment to be installed through the Government. When a utility is required to serve the Government-furnished item, ensure that the appropriate Section for the utility needed is included in the project specification.

\*\*\*\*\*

DESIGNATION NO.	DESCRIPTION	QUANTITY
[_____]	[_____]	[_____]

1.12.1 Delivery Schedule

\*\*\*\*\*

NOTE: Choose the version of this paragraph which best satisfies the project conditions. The first alternative is best suited for projects requiring careful scheduling of Government-furnished equipment. The number of calendar days required for notification or that have elapsed before availability should be established after considering (1) a reasonable time between the Contract Award and the first need for Government-furnished equipment and (2) the lead time required for Government procurement. The storage rate should be set at the commercial rate in the area of storage.

\*\*\*\*\*

[Notify the Contracting Officer in writing at least [\_\_\_\_\_] calendar days in advance of the date on which the materials and equipment are required. Pick up materials and equipment no later than 30 calendar days after such date. When materials and equipment are not picked up by the 30th day, the Contractor will be charged for storage at the rate of [\_\_\_\_\_] per 100 [pounds] [cubic feet] 450 [kg] [cubic meters] per month or fraction thereof.]

[Materials and equipment will be available on or after [\_\_\_\_\_] calendar days after the award of contract.]

1.12.2 Delivery Location

The materials and equipment [are located at [\_\_\_\_\_] [are located within [\_\_\_\_\_] miles of the jobsite] [will be delivered to [\_\_\_\_\_] ].

][1.13 GOVERNMENT-INSTALLED WORK

\*\*\*\*\*

NOTE: Include this paragraph if the Government is to install equipment or perform other work at the job site, excluding inspection and testing. Define the extent and type of Government work that may impact on the operations of the Contractor.

\*\*\*\*\*

[\_\_\_\_\_].

1.14 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 1989)

\*\*\*\*\*  
**NOTE TO SPEC WRITER: NOT APPLICABLE TO  
DREDGING/ShORE PROTECTION/BEACH EROSION CONTROL  
PROJECTS. Table of weather days will be in EN-H  
Branch info furnished by Technical Manager.**  
\*\*\*\*\*

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the Clause DEFAULT (FIXED-PRICE CONSTRUCTION) of Section 00700 CONTRACT CLAUSES. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- a. 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.
- b. 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.

1.14.1 Schedule of Monthly Anticipated Adverse Weather Delays

The schedule of monthly anticipated adverse weather delays is based upon 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. See Section 00335 WEATHER, WATER STAGE AND TIDE DATA to obtain MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON 5-DAY WORK WEEK.

1.14.2 Contractor Responsibility

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. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in Section 00335 WEATHER, WATER STAGE AND TIDE DATA, 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 Clause DEFAULT (FIXED PRICE CONSTRUCTION) of Section 00700 CONTRACT CLAUSES.

1.15 UNITS OF MEASURE

\*\*\*\*\*  
**NOTE: For use in Puerto Rico contracts.**  
\*\*\*\*\*

The standard U.S. system or the metric systems of measure may be utilized by the Contractor in the performance of his work. All survey records, official documentation, engineering data, and all correspondence, including any submittals and shop drawings, shall clearly denote which system of measure is being utilized, referenced or discussed. Any omission, unprofessional or inaccurate use of a unit of measure on the part of the Contractor shall not relieve him of his responsibilities under the contract terms. The unit of measure used in this specification is the standard U.S. system. The contract drawings denote both standard U.S. system and metric system where appropriate. If no unit of measure is indicated on the drawing such as on ranges, stations, slope elevations, and distance numbers, then they are to be considered the standard U.S. system.

1.16 SOUTH FLORIDA WATER MANAGEMENT DISTRICT

\*\*\*\*\*  
**NOTE: Delete if Not Applicable.**  
\*\*\*\*\*

It is understood and agreed by the parties hereto that the project works being performed under this contract are for the benefit of the South Florida Water Management District, which agency, as the representative of the State of Florida, is responsible for acquisition of lands upon which the construction is to take place. This responsibility is pursuant to authorizing legislation of the Congress of the United States of America. It is clearly understood that the project works to be constructed herein, upon completion, will be turned over to that agency for operation and maintenance as part of the Government's project agreement obligation.

1.17 AGGREGATE SOURCES (MAY 2000)

\*\*\*\*\*  
**NOTE: Used when Government Testing and Sampling is included in Concrete Section of Technicals. Fill in appropriate Section number and title. THIS PARAGRAPH MAY ALSO BE INCLUDED IN APPROPRIATE STONE SECTION; IF THAT IS THE CASE, IT IS TO BE DELETED IN THIS SECTION.**  
\*\*\*\*\*

Concrete aggregate shall be furnished from one source or one combination of sources designated by the Contractor and approved by the Contracting Officer. After award of the contract, the Contractor shall designate in writing the one source or the one combination of sources from which he proposes to furnish aggregates. Samples of concrete aggregate for acceptance testing shall be provided and tested as required by Section [ ] [ ] of the specifications. The Government reserves the right to revoke approval and reject any or all material furnished from any source at any time during the course of the contract if and when it is determined by the Contracting Officer that such material no longer conforms to the specifications.

1.18 STONE SOURCES (JAN 2000)

\*\*\*\*\*  
**NOTE: Fill in appropriate Section number and title. THIS PARAGRAPH MAY ALSO BE INCLUDED IN APPROPRIATE STONE SECTION; IF THAT IS THE CASE, IT IS TO BE DELETED IN THIS SECTION.**

\*\*\*\*\*

The Contractor shall be responsible for all arrangements in obtaining and testing of proposed stone sources. Bidders must verify that sources can meet gradation and quantity requirements. The Contractor shall submit within 10 days after Notice of Award, the proposed stone sources for all classes of stone, including all laboratory test data and service records for the proposed stone source(s). The Contractor shall submit a letter stating that he has verified that the stone, or sources, which he plans to use will be able to produce, either solely or collectively, the quantity of stone, of an acceptable quality, necessary for this project. This letter must include a list of the source or sources from which the Contractor plans to obtain the stone. The Government reserves the right to revoke approval and reject any or all material furnished from any source at any time during the course of the contract if and when it is determined by the Contracting Officer that such material does not conform to the gradation or quality specified. The Contractor's attention is called to the fact that the specified gradations are not industry standard and processing of materials will be required to meet the specified gradations. The Contractor shall submit the "Stone Source Information" form for each stone source. A sample of this form is on the web site indicated in the paragraph CONSTRUCTION FORMS AND DETAILS below.

#### 1.19 CONSTRUCTION FORMS AND DETAILS

From the Jacksonville District Home Page, click the links ORGANIZATIONS, ENGINEERING, then CONSTRUCTION FORMS AND DETAILS. See web site address [www.saj.usace.army.mil/cadd/end/construction\\_forms\\_and\\_details.htm](http://www.saj.usace.army.mil/cadd/end/construction_forms_and_details.htm).

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --