

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
W00B0012

PAGE OF PAGES  
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2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 24 NOV 2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY LOS ANGELES DISTRICT, CORPS OF ENGINEERS P.O. BOX 532711 LOS ANGELES, CALIFORNIA 90053-2325		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. DACW09-00-B-0012
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 07 DEC 2000 (BID OPENING)
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers tended.  is extended,  is not ex-

Offers 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.**

<input checked="" type="checkbox"/>	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  is not,  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.)  
LOWER FLAMINGO DIVERSION CHANNEL (EL CAMINO ROAD TO TROPICANA DETENTION BASIN), CLARK COUNTY, NEVADA

\*\* The BID OPENING DATE is hereby changed from 28 November 2000 to -- 07 December 2000. \*\*

- Replace Section 00010, Solicitation, Offer, and Award (SF 1442) with Enclosure No. 1
- Replace Section 00100, Instructions to Bidders with Enclosure No. 2
- Replace Section 01270, Measurement and Payment with Enclosure No. 3
- Replace Section 02500, Station Markings with Enclosure No. 4

--- SEE NEXT PAGE ---

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)	
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)	

Replace the following drawings with Enclosure No. 5:

196/622 INDEX TO CONTRACT DRAWINGS ABBREVIATIONS, AND SYMBOLS  
196/626 PLAN AND PROFILE, STA. 32+50.000 TO STA. 30+50.000  
196/628 PLAN AND PROFILE, STA. 28+00.000 TO STA. 25+50.000  
196/635 CROSS SECTIONS, STA. 37+00.000 TO STA. 10+80.000  
196/638 TYPICAL WALL SECTIONS AND DETAILS  
196/670 WALL SECTION AND EDMOND ST. EMBEDDED UTILITY LINE  
196/646 JONES BLVD. SANITARY SEWER PLAN, SECTIONS AND DETAILS

5 Enclosures:

1. Section 00010, Solicitation, Offer, and Award (SF 1442)
2. Section 00100, Instructions to Bidders
3. Section 01270, Measurement and Payment
4. Section 02500, Station Markings
5. Drawings (District File Numbers): 196/622, 196/626, 196/628, 196/635, 196/638, 196/670, and 196/646.

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW09-00-B-0012	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 8/18/00	PAGE OF PAGES 1 131
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81EYN-0174-9713	6. PROJECT NO.
7. ISSUED BY CODE DACW09  US ARMY CORPS OF ENGINEERS, L.A. DISTRICT CONTRACTING DIVISION P.O. BOX 532711 LOS ANGELES, CA 90053-235	8. ADDRESS OFFER TO  SEE ITEM 7	

9. FOR INFORMATION CALL:	A. NAME SANDRA OLIVER-HALL	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (213) 452-3243
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**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):  
LOWER FLAMINGO DIVERSION CHANNEL, (EL CAMINO ROAD TO TROPICANA DETENTION BASIN), CLARK COUNTY, NEVADA

THE ESTIMATED COST OF THIS ACQUISITION IS \$10,000,000 TO \$25,000,000.

THE PROJECT CONSISTS OF CONSTRUCTION OF APPROXIMATELY 2,620 METERS OF CHANNEL TO INCLUDE RECTANGULAR REINFORCED CONCRETE CHANNEL; TRAPEZOIDAL REINFORCED CONCRETE CHANNEL; REINFORCED BOX CULVERTS; CHANNEL TRANSITION STRUCTURES, 1 LATERAL CONFLUENCE, 2 INVERT ACCESS RAMPS; SIDE DRAINS; AGGREGATE BASE COURSE/ASPHALT PAVEMENT ROADS, RELOCATION OR WATER AND SEWER UTILITIES, CHAIN LINK FENCE; SAFETY RAILS AND INCIDENTALS. EXCAVATION CONSIST OF EXCAVATION, COMPACTED FILL AND DISPOSAL OF EXCESS EXCAVATED MATERIALS TO MANDATORY DISPOSAL SITES.

BIDDERS ARE ADVISED THAT THE PROJECT MAY BE DELAYED, CANCELLED OR REVISED AT ANY TIME DURING THE SOLICITATION, SELECTION AND/OR FINAL AWARD PROCESS.

11. The Contractor shall begin performance within 10 calendar days and complete it within 360 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See SECTION 00800.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1:00 P.M. (hour) local time 12/07/00 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CAGE CODE NO.: \_\_\_\_\_ DUNS NO.: \_\_\_\_\_

CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS  SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

*(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
*(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 Copies unless otherwise specified)*

ITEM 

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C 2304(c) ( )  41 U.S.C 253(c) ( )

26. ADMINISTERED BY

CODE \_\_\_\_\_

27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

28. NEGOTIATED AGREEMENT *Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

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*\*DENOTES CHANGE*

CLAUSES INCORPORATED BY FULL TEXT

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

THE SITE VISIT WILL BE CONDUCTED ON 31 AUGUST 2000 (THURSDAY) AT 10:00 A.M. AT THE INTERSECTION OF RUSSELL ROAD AND EDMOND STREET, LAS VEGAS, NEVADA. POINT OF CONTACT IS: ROB CASKIE, (&02) 252-4160

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:  
:Mrs. Patricia Trainer  
c/o Sandy Hall  
P.O. Box 532711, CESPL-CT-P  
Los Angeles, California 90053-2325

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

*\*DENOTES CHANGE*

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
13.9%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Clark County, Nevada**.

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

*\*DENOTES CHANGE*

DACW09-00-B-0012

ENCLOSURE NO. 2 TO AMENDMENT NO. 0006

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

#### 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

#### 52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

#### 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

*\*DENOTES CHANGE*

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ENCLOSURE NO. 2 TO AMENDMENT NO. 0006

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.0000-4010 INQUIRIES

Perspective bidders/offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted:

(1) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language) call:

**Sandy Hall**  
**(213) 452-3243**

For bid results only, call (213) 452-3235.

(2) All technical questions on the specification or drawings will be submitted in writing to:

Address:

**USAED – L.A. District**  
**P.O. Box 532711, CESPL-CT-P, Sandy Hall**  
**Los Angeles, California 90053-2325.**

(3) Please include the solicitation number, project title and location of project with your questions. Written inquiries must be received by this office not later than 14 calendar days prior to bid opening date/date set for receipt of offers.

(4) Oral explanations or instructions are not binding. Any information given to a bidder/offeror which impacts the bid/offer will be given in the form of a written amendment to the solicitation.

52.228-4507 BID GUARANTEE FORM AND AMOUNT

When bids/proposals exceed \$100,000, the offeror shall furnish a separated bid guarantee in accordance with the solicitation provision titled "Bid Guarantee", FAR 52.228-1. In accordance with FAR 28.101-2 the bid guarantee amount shall be a least 20 percent of the "bid price" but shall not exceed \$3 million. When the penal sum is expressed as a percentage, a maximum dollar limitation may be stated. If there are option line items on the Pricing Schedule (Schedule B), the term "bid price" is hereby defined as the total bid not to include any amount for line items designated as "options". In bids/proposals that contain "additives", the "bid price" is defined as the total of all bid items including additive line items. FAR 28.106-1 states that a Standard Form (SF) 24 shall be used for the bid bond. In accordance with FAR 28.202(a)(1), corporate sureties utilized must appear on the list contained in the Department of Treasury Circular 570 titled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

52.228-4506 INDIVIDUAL SURETIES IN SUPPORT OF BID BONDS

Bidder/offerors utilizing individual sureties in support of a bid bond shall include a Standard Form (SF) 28 (Affidavit of Individual Surety), accompanied by a pledge of acceptable assets from each person acting as an individual surety, and include these with the SF 24 (Bid Bond), and the bid itself (see clause titled "Pledges of Assets," FAR 52.228-11).

Pledges of acceptable assets shall be in the form of (1) evidence of an escrow account and/or (2) a recorded lien on real estate. If this is an RFP, failure to provide required documentation described herein may cause the offeror to be deemed "unacceptable".

52.0214-4584 FACSIMILE BIDS/OFFERS

Facsimile bids/offers, modifications thereto, or cancellations of bids/offers will not be accepted.

52.0214-4583 TELEGRAPHIC BIDS/OFFERS ARE NOT ACCEPTABLE

Any telegram to modify or withdraw a bid/offer sent to this office must be physically delivered to the office designated for receipt of bid/offer by the date and time set for bid opening/receipt of proposals. No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

52.0214-4500 ARITHMETIC DISCREPANCIES EFARS 52.214-5000

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face

of the bidding schedule as submitted by bidders:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.0001-4004 BID RESULTS

The telephone number for bid results after the opening is Area Code (213) 452-3235.  
52.0214-4002

52.0214-4002 DIRECTIONS FOR SUBMITTING BIDS

(a) Envelopes containing bids, bid guarantees, etc., must be sealed, marked and addressed as follows:

TO: US ARMY ENGINEER DISTRICT, LOS ANGELES  
**ATTN: CESPL-CT-P**  
**P.O. BOX 532711**  
**LOS ANGELES, CA 90053-2325**

Bid under IFB No. **DACW09-00-B-0012**

\*Bid Opening Date: **07 December 2000** \*

(b) Hand carried bids shall be deposited at US Army Engineer District, Los Angeles, **911 Wilshire Blvd., Suite 1040, Los Angeles, Ca 90017** prior to the time and date set for opening of bids.

(c) Telegraphic Modifications to Bids should be addressed to:

US Army Engineer District, Los Angeles  
 Procurement Branch  
 911 Wilshire Blvd., Suite 1040  
 Los Angeles, Ca 90017

52.0000-4023 SAFETY REQUIREMENTS

The bidder's attention is directed to the latest version of U.S Army Corps of Engineers Safety and Health Manual, EM 385-1-1, which will be strictly enforced. This publication may be obtained from the US Army Engineer District, Los Angeles, ATTN: Safety Office, P.O. Box 532711, Los Angeles, California 90053-2325.

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause--

**\*DENOTES CHANGE**

DACW09-00-B-0012

ENCLOSURE NO. 2 TO AMENDMENT NO. 0006

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: N/A [Contracting Officer to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
-----			
Item 1:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
-----			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

*\*DENOTES CHANGE*

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)



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## SECTION 01270

## MEASUREMENT AND PAYMENT

## PART 1 GENERAL

## 1.1 CONTRACT PRICE AND PAYMENT

The contract price and payment shall constitute full compensation as stated in the Contract Clause, CONTRACT PRICES - BIDDING SCHEDULES, for completion of the work. No separate payment will be made for any material or work covered in this specification, but not specifically mentioned as part of a bid item, and all costs into which the work pertains or considered incidental to all bid items. As stated on Contract Clause, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, the word "provided" shall be understood to mean "furnished and installed" when used in this section or elsewhere in the Technical sections.

## 1.2 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

## 1.3 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

## PART 2 TRAFFIC CONTROL.

Payment for traffic control will be made at the applicable contract price, which payment shall constitute full compensation for traffic control including but not limited to earthwork and grading, construction and removal of temporary roadways; providing safety barriers; providing traffic warning and control signs and lighting; stripping; flag men as required.

## PART 3 DIVERSION AND CONTROL OF WATER.

Payment for Diversion and Control of Water will be made at the applicable contract price, which payment shall constitute full compensation for maintaining the work area in a dry condition.

## PART 4 CLEAR SITE AND REMOVE OBSTRUCTIONS.

Payment shall include all costs for clearing, removal, replacement, and restoration work (except work by others) including all existing obstructions within the construction work area. Except as otherwise specified, payment for clearing and removal work includes applicable earthwork; filling holes; removal of abandoned utility lines; removal of existing surface trash and debris, including trees and vegetation, and grubbing from within the Channel right-of-way and temporary construction easement; protection, replacement or restoration of existing structures and features indicated and disposal of all materials. Payment for Clear Site and Remove Obstructions will be made at the applicable contract price, which payment shall constitute full compensation for clearing, obstruction removal, and protection work, complete.

## PART 5 EXCAVATION.

## 5.1 Measurement.

A survey of the site shall be made prior to commencement of work, and all measurements will be based on this survey without regard to any changes in the site that may be made between the excavation lines and grades indicated on the drawings or staked in the field and the ground surfaces as indicated by the above mentioned survey. The quantity of directed excavation necessary for the removal of unsatisfactory foundation material as specified shall be included in the measurement of the excavation where the unsuitable soils are encountered. Quantities will be computed in cubic meters by the average end area method and the planimeter will be considered a precise instrument for measurement of plotted cross sections. The total quantity of excavated material for which payment will be made will be the theoretical quantity between the ground surface as determined by a survey and the grade and slope of the theoretical cross sections indicated. No allowance will be made for overdepth excavation or for the removal of any material outside the required slope lines. All excavation outside of excavation lines shown on the drawings will be considered as being for the convenience of the Contractor.

## 5.2 Payment.

Payment will be made for costs associated with excavation for the channel at the applicable contract price, which payment shall constitute full compensation for excavating the channel, and other areas as indicated on the drawings, including shoring, rock removal, and cemented alluvium excavation; shaping and trimming of areas to receive concrete; crushing or otherwise processing, loading, stockpiling, hauling, and placing suitable materials for compacted fill; Including crushing/processing, loading, hauling, placing excess satisfactory excavated materials at disposal site shown on drawing sheet 30. Payment will not be included for excavation

(including shoring) outside the excavation limits indicated on the drawings or staked in the field, and other excavation requirements for which separate payments are provided.

### 5.3 Unsatisfactory Soils

No separate payment will be made for the excavation, hauling, and disposal of unsatisfactory soils. When such excavation is directed, payment therefore will be included in the applicable contract price for the items of work under which the unsuitable soils are encountered. When there is no applicable contract item an adjustment will be made.

### 5.4 Excavation for Structures

No separate payment will be made for excavation for structures. All costs therefore shall be included in the applicable contract item to which the work applies.

### 5.5 Excavation for Utilities

No separate payment will be made for excavation for utilities. All costs therefore shall be included in the applicable contract item to which the work applies.

### 5.6 Shoring

When shoring is indicated or directed for items for which separate payment is made, payment will be included in the applicable contract price for the items of work under which the shoring is placed.

## PART 6 FILLS.

### 6.1 Measurement.

Measurement for fills will be made between the excavation and structure lines and the fill limit lines, or between the ground lines and fill lines, as indicated or staked in the field. Quantities will be computed in cubic meters by the average end area method and the planimeter will be considered a precise instrument for measuring plotted cross sections.

### 6.2 Payment.

#### 6.2.1 Compacted Fill, Channel.

Payment for compacted fill will be made at the applicable contract price, which payment shall constitute full compensation for shaping, grading, filling behind the channel walls including access ramps, over covered channels, and other areas shown on the drawings, and compacting the fill, complete. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

#### 6.2.2 Compacted Fill, Disposal Site.

Payment for compacted fill disposal site will be made at the applicable contract price, which payment shall constitute full compensation for shaping, grading, and compacting the fill, complete. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

#### 6.2.3 Fill for Structures.

No separate payment will be made for fill or backfill around structures. All such costs shall be included in the applicable contract prices for structure items to which the work applies.

#### 6.2.4 Trenches.

No separate payment will be made for backfilling for utilities, side drains and confluences. All costs in connection therewith shall be included in the contract prices for items to which the work applies.

#### 6.2.5 Subgrade Preparation.

No separate payment will be made for subgrade preparation and all costs in connection therewith shall be included in the contract prices for items to which the work applies.

### PART 7 CONCRETE.

#### 7.1 Measurement.

Measurement of concrete will be made on the basis of the actual volume, in cubic yards, of concrete within the pay lines of the concrete invert slab, walls, top slab, and slope protection as shown on the drawings.

Measurement of concrete placed against the sides of any excavation without the use of intervening forms will be made only within the pay lines of the structures. No deductions will be made for rounded or beveled edges or space occupied by metalwork, nor voids or embedded items which are either less than 0.15 cubic meter in volume or one-tenth of square meter in cross section. Concrete placed in items of work other than those specifically mentioned above, and concrete wasted or used for the convenience of the Contractor will not be included in measurement for payment.

#### 7.2 Payment.

Payment for the concrete items will be made at the applicable contract prices for the various items of the schedule, which payments shall constitute full compensation for labor, materials (except reinforcing steel for which separate payment is provided), joint sealant, forming, furnishing, curing, and for all equipment and tools to complete the concrete work. Embedded items shall be included in the cost of the concrete except when other payment is specifically provided. No payment will be made for concrete, as such, which is placed in structures for which payment is made on a lump sum basis.

##### 7.2.1 Concrete, Invert Slab.

Payment for "concrete, invert slab" will be made at the applicable contract price, which shall constitute full compensation for all concrete placed for the invert slab of the channel, keys, and starter walls, complete.

#### 7.2.2 Concrete, Side Slope.

Payment for "concrete, side slope" will be made at the applicable contract price, which payment shall constitute full compensation for all concrete placed in the trapezoidal channel side slopes, excluding the cut-off walls, complete.

#### 7.2.3 Concrete, Cut-off Wall.

Payment for "concrete, cut-off wall" will be made at the applicable contract price, which payment shall constitute full compensation for all concrete placed in the cut-off walls along the trapezoidal channel (sta. 10+30.000 to sta. 11+20.000, complete.

#### 7.2.4 Concrete, Walls.

Payment for "concrete, walls" will be made at the applicable contract price, which payment shall constitute full compensation for all concrete placed above the starter walls in the vertical walls of the channel, the walls of the warped transition structures, complete.

#### 7.2.5 Concrete, Transition

Payment for "concrete, transition" and all costs in connection therewith shall be included in the contract prices for "concrete walls" and "concrete, invert slab" or to the applicable contract price for which the work applies.

#### 7.2.6 Concrete Overflows

Payment for the "concrete overflows" will be made at the applicable contract price, which payment shall constitute full compensation for all concrete placed for concrete overflow, concrete drainage structure, concrete maintenance road, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; furnishing and placing aggregate base course, including the grouted stone for concrete overflow, complete except earthwork.

### **PART 8 TRAPEZOIDAL TO RECTANGULAR TRANSITION, STA. 11+20.000 to STA. 11+80.000**

Payment for the "trapezoidal to rectangular transition" (Sta. 11+20.000 to Sta. 11+80.000) will be made at the applicable contract price, which payment shall constitute full compensation for the trapezoidal to rectangular transition including earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, and all incidentals, complete as shown on the drawings except for pipe safety hand rail, and chain link fencing.

**PART 9 BOX CULVERT, STA. 14+57.095 to STA. 16+38.000**

Payment for the "concrete box culvert (Sta. 14+57.095 to Sta. 16+38)" will be made at the applicable contract price, which payment shall constitute full compensation for the box culvert including earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, headwalls; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, and chain link fencing.

**PART 10 INVERT ACCESS RAMP, STA. 18+14.686 to STA. 18+77.224**

Payment for the "invert access ramp" also includes the adjacent open channel from Sta. 18+14.686 to Sta. 18+77.224. Payment will be made at the applicable contract price, which payment shall constitute full compensation for the invert access ramp and open channel including earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, chain link fencing, and double swing gate.

**PART 11 BOX CULVERT, STA. 20+15.000 STA. 20+82.000**

Payment for the "concrete box culvert (Sta. 20+15 to Sta. 20+82)" will be made at the applicable contract price, which payment shall constitute full compensation for the box culvert and head walls including earthwork, complete, including; furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, headwalls; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, chain link fencing, and double swing gate.

**PART 12 BOX CULVERT, STA. 25+90 to STA. 26+35**

Payment for the "concrete box culvert (Sta. 25+90 to Sta. 26+35)" will be made at the applicable contract price, which payment shall constitute full compensation for the box culvert including earthwork, complete, including , furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, headwalls; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, chain link fencing, and double swing gate.

**PART 13 INVERT ACCESS RAMP, STA. 31+30.000 to STA. 31+82.773**

Payment for the "invert access ramp" also includes the adjacent open channel from Sta. 31+30.000 to Sta. 31+82.773. Payment will be made at the applicable contract price, which payment shall constitute full compensation for the invert access ramp and open channel including earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, chain link fencing, and double swing gate.

**PART 14 CONFLUENCE/INVERT TRANSITION, STA. 32+63.570 to STA. 32+94.570**

Payment for the "confluence/invert transition" (Sta. 32+63.570 to Sta. 32+94.570) will be made at the applicable contract price, which payment shall constitute full compensation for the confluence/invert transition including earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, chain link fencing and double swing gate.

**PART 15 BOX CULVERT, STA. 33+63.526 to STA. 34+13.632**

Payment for the concrete box culvert (Sta. 33+63.526 to Sta. 34+13.632) will be made at the applicable contract price, which payment shall constitute full compensation for the box culvert including earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, headwalls; and all incidentals, complete as shown on the drawings except for pipe safety hand rail, chain link fencing and double swing gate.

**PART 16 JONES LATERAL, STA 5+88.425 to STA 7+32.923**

Payment for Jones Boulevard lateral (Sta. 5+88.425 to Sta. 7+32.923) will be made at the applicable contract price, which payment shall constitute full compensation for the box culvert and stub-outs including earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings. The open channel from sta. 32+94.570 to sta. 33+22.682 is not part of this bid item .

**PART 17 REINFORCING STEEL**

17.1 Measurement.

Measurement of reinforcing steel in metric tonnes (1,000 kilograms) is limited to reinforcement in concrete structures paid for on a cubic meters basis. Measurement will be made of the lengths of bars actually placed in the completed work in accordance with the plans and specifications, approved bar schedules, or as directed. The measured lengths will be converted to weights for the bar numbers listed by the unit weights per linear foot contained in ASTI A 615. Steel in laps indicated on the drawings, in the specifications, or required by the Contracting Officer will be included in measurement for payment. No measurement will be made for the additional steel in laps which are authorized for the convenience of the Contractor. No measurement will be made of steel supports or spacers. All costs for furnishing and installing supports and spacers shall be included in the various structures requiring the reinforcement.

17.2 Payment.

Payment for reinforcing steel will be made at the applicable contract price, which payment shall constitute full compensation for furnishing and installing steel reinforcement, complete. No payment will be made for steel reinforcement which is placed in structures for which payment is made on a lump sum basis.

## PART 18 AGGREGATE BASE COURSE.

## 18.1 Measurement.

Measurement of aggregate base course will be by the metric tonne (1,000 kilograms) of aggregate base course placed within the lines and grades indicated on the drawings.

## 18.2 Payment.

Payment for aggregate base course will be made at the applicable contract price which payment shall constitute full compensation for earthwork required for installation of aggregate base course, furnishing and placing the aggregate base course, complete, including subgrade preparation.

## PART 19 ASPHALT CONCRETE PAVEMENT.

## 19.1 Measurement.

Measurement for asphalt concrete pavement will be by the metric tonne (1,000 kilograms) of asphalt concrete pavement placed within the lines and grades as indicated on the drawing.

## 19.2 Payment.

Payment for asphalt concrete pavement will be made at the applicable contract price which payment shall constitute full compensation for asphalt concrete pavement in place, complete including tack coat, prime coat and appurtenant work except for aggregate base course. No payment will be made for excessive thickness.

## PART 20 STONE PROTECTION

## 20.1 Measurement

The quantity of stone to be paid for will be the number of metric tonne (1,000 kilograms), determined by scale weights, acceptably placed within the lines and grades shown on the drawings or directed by the Contracting Officer.

## 20.2 Payment

Payment for Stone Protection, of the various types will be made at the applicable contract unit prices, per metric tonne (1000 kg), which prices shall constitute full compensation for obtaining and placing the materials, complete.

## PART 21 WEEPHOLE SYSTEM.

Payment for the weephole system will be made at the applicable contract price, which payment shall constitute full compensation for materials, and installation of the weephole system, complete including applicable earthwork, drain aggregate, geotextile, form openings and appurtenances, complete.

## PART 22 INVERT ACCESS LADDERS.

Payment for "invert access ladders" will be made at the applicable contract lump sum price, and shall be considered full payment for fabrication, assembly fittings, finishing, paint, and markings. Installation and all equipment, labor and fittings needed for such shall be considered incidental to the contract price for the concrete item to which the ladder is attached.

## PART 23 SIDE DRAINS

Payment for side drain and stub-outs will be made at the applicable contract price, which payment shall constitute full compensation for the side drain and stub-outs, complete, as shown on the drawings, including earthwork; furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete for the side drain junction structures and inlet structure; furnishing and placing concrete pipe, fittings and end sections; furnishing and placing riprap; and placing temporary pipe barriers for stub-outs. The earthwork included shall be only that earthwork which is located outside the limits of earthwork for which other payment is provided and no payment will be made under this item for inlets, grates, concrete, and concrete pipe for which separate payment is provided.

## PART 24 ROAD DETOURS @ DECATUR BLVD.

Payment for "detour roads @ Decatur Blvd." will be made at the applicable contract lump sum price, and shall be considered full payment for saw cutting, demolition, removal, hauling and disposal of asphaltic concrete; all required excavation and compacted fill; furnishing and placing the aggregate base course, complete, including subgrade preparation; asphalt concrete pavement in place, complete, including tack coat, prime coat and appurtenant work such as pavement markings; and traffic control and signage.

## PART 25 UTILITIES @ DECATUR BLVD.

Payment for "utilities at Decatur Blvd." will be made at the applicable contract price, which payment shall constitute full compensation for relocations and protection of existing utilities, complete. The earthwork included shall be only that earthwork which is located outside the limits of earthwork for which other payment is provided.

## PART 26 ROAD DETOURS @ LINDELL BLVD.

Payment for "detour roads @ Lindell Blvd." will be made at the applicable contract lump sum price, and shall be considered full payment for saw cutting, demolition, removal, hauling and disposal of asphaltic concrete; all required excavation and compacted fill; furnishing and placing the aggregate base course, complete, including subgrade preparation; asphalt concrete pavement in place, complete, including tack coat, prime coat, concrete approach slabs, curb and gutter, sidewalk, and appurtenant work such as pavement markings; and traffic control and signage.

## PART 27 UTILITIES @ LINDELL BLVD.

Payment for "utilities at Lindell Blvd." will be made at the applicable contract price, which payment shall constitute full compensation for relocations and protection of existing utilities, complete. The earthwork included shall be only that earthwork which is located outside the limits of earthwork for which other payment is provided.

PART 28 ROAD DETOURS @ JONES BLVD.

Payment for "detour roads @ Jones Blvd." will be made at the applicable contract lump sum price, and shall be considered full payment for saw cutting, demolition, removal, hauling and disposal of asphaltic concrete; all required excavation and compacted fill; furnishing and placing the aggregate base course, complete, including subgrade preparation; asphalt concrete pavement in place, complete, including tack coat, prime coat and appurtenant work such as pavement markings; and traffic control and signage.

PART 29 UTILITIES @ JONES BLVD.

Payment for "utilities at Jones Blvd." will be made at the applicable contract price, which payment shall constitute full compensation for relocations and protection of existing utilities, complete. The earthwork included shall be only that earthwork which is located outside the limits of earthwork for which other payment is provided.

PART 30 UTILITIES @ RUSSELL ROAD

Payment for "utilities at Russell Road" will be made at the applicable contract price, which payment shall constitute full compensation for relocations and protection of existing utilities, complete. The earthwork included shall be only that earthwork which is located outside the limits of earthwork for which other payment is provided.

PART 31 CHAIN LINK FENCING.

31.1 Measurement.

Measurement of chain link fencing will be by the linear meters of chain link fencing constructed as shown on the drawings.

31.2 Payment.

Payment for chain link fencing will be made at the applicable contract price, which payment shall constitute full compensation for chain link fencing, including posts with caps, rail, chain link fabric, stretcher bars, tension bands, wire ties, truss wire, sleeves, grout, grounding, and all incidentals, complete as shown on the drawings.

PART 32 PIPE SAFETY HAND RAIL

Payment for "PIPE SAFETY HAND RAIL" will be made at the applicable contract price which payment shall constitute full compensation for materials, and installation necessary for the pipe safety hand rail, including pipe railing and post, sleeves, coil chain gates, fabrication, grounding, and

**all incidentals, complete in place.**

**PART 33 DOUBLE SWING GATES.**

**33.1 Measurement**

Measurement of double swing gates will be the number of double swing gates acceptably installed.

**33.2 Payment.**

Payment for double swing gate will be made at the applicable contract price, which payment shall constitute full compensation for fabricating and installing the double swing gates, complete, including posts with caps, chain link fabric, frame members, tension bands, truss rods, stretcher bars, wire ties, truss wire, sleeves, hinges, grout, and all incidentals, complete, as shown on the drawings.

**PART 34 SOIL STABILIZER**

**34.1 Measurement.**

Measurement of "soil stabilizer" will be made on the basis of the actual area in square meters of exposed excavation and fill surfaces in the construction areas treated with soil stabilizer as indicated or directed.

**34.2 Payment**

Payment for "soil stabilizer" will be at the applicable contract price, which payment shall constitute full compensation for the soil stabilizer including materials, processing, hauling, and placing, complete in place.

**PART 35 STATION MARKINGS**

Payment for station markings will be made at the applicable contract lump sum price, and shall be considered full payment for materials, and installation necessary for the work, including; surface preparation, paint, stencils, labor, and equipment, and all incidentals, complete in place.

**PART 36 AS-BUILT DRAWINGS**

**Payment for As-built drawings will be made at the applicable contract price which payment shall constitute full compensation for all costs incurred by the Contractor in the preparation and furnishing of approved as-built drawings in Bentley Microstation electronic file format.**

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SECTION 02500

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## SECTION 02500

## STATION MARKINGS

## 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.

## FEDERAL SPECIFICATIONS (FS)

FS TT -P-115 (Rev F) Paint, Traffic, (Highway, White and Yellow)

## PART 2 PRODUCTS

## 2.1 MATERIALS

## 2.1.1 Paint

Exterior paint on concrete shall conform to FS TT-P-115, except the color shall be non-fading black.

## PART 3 EXECUTION

## 3.1 INSTALLATION

## 3.1.1 General

The intersection of the channel center line and levee control line with the center line of new, relocated, and existing facilities such as bridges and street intersections, pole lines, underground utility crossings, side drains, upstream and downstream limits of permanent work, and other required information shall be marked by painting station numbers and additional identifying data as listed in the tabulation of location of text of markings. All markings shall be painted on concrete walls (channel walls, headwalls, abutments, etc.)

## 3.2 PAINTING

## 3.2.1 Preparation of Surfaces

**Concrete surfaces shall be thoroughly cleaned of all curing compounds, efflorescence, dirt, oil or other deleterious material by approved methods. The surface preparation shall be accomplished in such manner that paint will satisfactorily adhere to the surface.**

## 3.2.2 Application

Painting shall be done in a neat and workmanlike manner and may be applied by brush, spray, roller or any combination of these methods. Painting of numbers and letters shall be accomplished with stencils and brush or spray application. Color for letters and numbers shall be black. All markings on concrete shall be in uniform capital block letters and numbers, 6 inches high, 3 inches wide, and 3/4-inch width of line. Markings on concrete walls shall be horizontal with the bottom of the marking not lower than 2 feet below the top of the wall.

## 3.3 TABULATION OF LOCATION AND TEXT OF MARKINGS

## 3.3.1 Abbreviations

The following abbreviations shall be used where applicable.

## 3.3.2 Tabulation

Location of Marking Wall	Station*	Text of Marking	Location of Marking Wall	Station*	Text of Marking
R	13+44.341	1600	R	25+33.061	5500
R	13+74.821	1700	R	25+63.541	5600
R	14+05.301	1800	R	25+94.021	5700
R	14+35.781	1900	R	26+24.501	5800
R	14+66.261	2000	R	26+54.981	5900
R	14+96.741	2100	R	26+85.461	6000
R	15+27.221	2200	R	27+15.941	6100
R	15+57.701	2300	R	27+46.421	6200
R	15+88.181	2400	R	27+76.901	6300
R	16+18.661	2500	R	28+07.381	6400
R	16+49.141	2600	R	28+37.861	6500
R	16+79.621	2700	R	28+68.341	6600
R	17+10.101	2800	R	28+98.821	6700
R	17+40.581	2900	R	29+29.301	6800
R	17+71.061	3000	R	29+59.781	6900
R	18+01.541	3100	R	29+90.261	7000
R	18+32.021	3200	R	30+20.741	7100
R	18+62.501	3300	R	30+51.221	7200
R	18+92.981	3400	R	30+81.701	7300
R	19+23.461	3500	R	31+12.181	7400
R	19+53.941	3600	R	31+42.661	7500
R	19+84.421	3700	R	31+73.141	7600
R	20+14.901	3800	R	32+03.621	7700
R	20+45.381	3900	R	32+34.101	7800
R	20+75.861	4000	R	32+64.581	7900
R	21+06.341	4100	R	32+95.061	8000
R	21+36.821	4200	R	33+25.541	8100
R	21+67.301	4300	R	33+56.021	8200
R	21+97.781	4400	R	33+86.501	8300
R	22+28.261	4500	R	34+16.981	8400
R	22+58.741	4600	R	34+47.461	8500
R	22+89.221	4700	R	34+77.941	8600

R	23+19.701	4800	R	35+08.421	8700
R	23+50.181	4900	R	35+38.901	8800
R	23+80.661	5000	R	35+69.381	8900
R	24+11.141	5100	R	35+99.861	9000
R	24+41.621	5200	R	36+30.341	9100
R	24+72.101	5300	R	36+60.821	9200
R	25+02.581	5400	R	36+91.301	9300
			R		37+00.000

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R= Right Channel Wall (looking downstream)

\* = The actual location of the channel station shall be accurate to the nearest half meter.

-- End of Section -