

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 8
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 27-Apr-2006	4. REQUISITION/PURCHASE REQ. NO. W38XGR-6060-9503		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ENGINEER DISTRICT, MEMPHIS 167 N MAIN STREET B202 MEMPHIS TN 38103-1894	CODE W912EQ	7. ADMINISTERED BY (If other than item 6) US ARMY ENGINEER DISTRICT, MEMPHIS CELESTINE G EVANS 901-544-3184 CELESTINE.G.EVANS@MVM02.USACE.ARMY.MIL MEMPHIS TN 38103-1894		CODE W912EQ
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W912EQ-06-T-0006
			X	9B. DATED (SEE ITEM 11) 14-Apr-2006
				10A. MOD. OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
The above numbered solicitation for Levee Gravel Placement is hereby amended as follows:				
1. See "SUMMARY OF CHANGES" for changes to the Scope of Work. The additions to the Scope of Work are BOLD and UNDERLINED.				
2. THE CLOSING DATE IS EXTENDED UNTIL 2 MAY 2006 @ 11:00 AM CST.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL:	EMAIL:
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		27-Apr-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 28-Apr-2006 11:00 AM to 02-May-2006 11:00 AM.

The following have been modified:

STATEMENT OF WORK

Haleside, AR

Levee Gravel Restoration

St. Francis Levee District of Arkansas

St. Francis Basin Project, Maintenance

CRUSHED LIMESTONE TO BE PROVIDED IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK.

TO ENSURE TIMELY PAYMENT, CONTRACTORS MUST INCLUDE THE CONTRACT/PURCHASE ORDER/DELIVERY ORDER NUMBER ON THEIR INVOICE. REFERENCE FAR CLAUSE 52.212-4(G)

CRUSHED LIMESTONE**STATEMENT OF WORK**

SCOPE. The work provided for herein consists of furnishing all plant, labor, equipment and materials, and performing all operations in connection with the delivery of the crushed limestone, all in accordance with this statement of work. The work consists of furnishing, delivering and unloading crushed limestone along the roadway on the crown of the Haleside Levee (Lee County Road 501) and associated ramps and the St. Francis Levee from Huxtable Pumping Plant to the Mississippi River Levee in Arkansas. The reaches to be resurfaced are indicated on the attached map. The approximate station limits are 113/08+62 and 122/30+35. The Contractor shall unload the crushed limestone between the upper and lower limits of the work, in locations specified by the Government Inspector.

APPLICABLE PUBLICATIONS.

The publications listed below form a part of this specification to the extent referenced.

- a. American Society of Testing and Materials (ASTM) Publications
 1. D 422-63 (R 1990) Particle-Size Analysis of Soils
 2. D 4318-84 Liquid Limit, Plastic Limit, and Plasticity Index of Soils

CRUSHED LIMESTONE SPECIFICATIONS

Aggregate shall be composed of crushed limestone with sand and binding material which conforms to specified requirements. All material shall be free from organic matter and lumps or balls of clay. The material shall conform to the requirements as specified in subparagraphs a. and b. below, and shall conform to the gradation specified in subparagraph c. below as determined by ASTM D 422. All aggregate furnished under this contract shall comply favorably with representative samples as to quality, gradation, and moisture content.

- a. Coarse Aggregate

Coarse aggregate is defined as aggregate retained on the No. 10 (2.00 mm) sieve. Coarse aggregate shall consist of hard, durable particles or fragments of stone or gravel. Materials that are soft, pliable, or subject to rapid deterioration when exposed to weathering shall not be used.

- b. Fine Aggregate

Fine aggregate is defined as aggregate passing the No. 10 (2.00 mm) sieve. Fine aggregate shall consist of natural or crushed sand, and also shall include fine mineral particles passing the No. 200 (0.075 mm) sieve. The fraction of the material passing the No. 200 (0.075 mm) sieve shall be no more than two-thirds that of the fraction passing the No. 40 (0.425 mm) sieve. That portion of the aggregate passing the No. 40 (0.425 mm) sieve shall have a liquid limit of not more than 35 and a plasticity index between 0 and 15, as determined by ASTM D 4318.

c. Gradation

Aggregate shall conform to the following gradation when it is delivered to the job site:

U.S. Standard Sieve No.	Permissible Limits Percent by Weight, Passing
3 inch	100
1-1/2 inch	85 – 100
¾ inch	65 – 100
3/8 inch	40 – 80
No. 4	30 – 60
No. 10	20 – 50
No. 40	15 – 35
No. 200	5 - 15

SAMPLING AND TESTING

a. General

Representative samples for testing of the aggregate shall be taken by the Contractor under the supervision of the Technical Representative. All costs of the sampling and testing, except as specified in c. below, shall be borne by the Contractor and no separate payment will be made therefore.

b. Contractor Testing

Prior to delivery of any material to the job site, the aggregate shall be tested for compliance with the specifications by an approved independent testing laboratory. Such tests shall be performed before each 7,500 tons of material is delivered to the job site under this contract, and in the event a noticeable change in the aggregate is observed during placement, such testing shall be performed at the direction of the Contracting Officer regardless of the quantity of aggregate delivered. Certified results of the tests shall be submitted to the Contracting Officer for approval before the next 7,500 tons of material is delivered to the job site. When a noticeable change is observed during placement of the aggregate, samples shall be obtained from the delivery truck and a gradation test shall be performed by the Contractor. If this test fails to meet the requirements, then the questionable aggregate shall be removed from the job site.

c. Government Testing

At the same time that samples for Contractor testing as specified in b. above are taken, the Contractor shall take samples for assurance testing to be performed by and at the expense of the Government. The Contractor shall deliver such samples to the Wynne Area Engineer (Don Tutor, 870/238-7983). Notice of assurance sample deliveries shall be given to the Contracting Officer's Representative prior to delivery.

STONE SOURCES

a. For a list of quarries that have produced stone that meet the requirements of these specifications, view the website listed below. If a stone source is designated as "New Source," then that source has been tested and the results of those tests have indicated that the stone will meet the material quality requirements. However, the "New Sources" may not have been used; therefore, the stone gradation and quarry production capability may not have been verified.

<http://155.76.117.11/conops/MVDStoneLST.htm>

b. Stone may be furnished either from any of the sources posted at the above website, or from any other sources designated by the Contractor and accepted by the Contracting Officer, subject to the conditions hereinafter stated.

c. After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he proposes to furnish stone. If the Contractor proposes to furnish stone from a source or sources not posted at the above website, he may designate only a single source for stone. Samples for acceptance testing shall be provided as required in the Technical Specifications. If the Contracting Officer does not accept a source for stone, so designated by the Contractor, the Contractor may not propose other sources but shall furnish the stone from a posted source at no additional cost to the Government.

d. In the event that the Contractor proposes to furnish stone from a posted source, and that posted source fails to meet the material quality requirements as set forth in the technical specifications, the Contractor shall identify the reason for the deficiency and shall either rectify the situation or procure stone at another posted quarry. At no time shall stone be accepted that does not fulfill the requirements as described in the technical specifications.

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

LABORATORY VALIDATION

A testing laboratory validated by the Material Testing Center (MTC) of the Corps of Engineers shall perform all testing of soil, gravel, aggregate, stone, concrete, and asphalt. Refer to <http://www.wes.army.mil/SL/MTC/ValStatesTbl.htm> for a complete and current list of validated commercial laboratories. This website is maintained by the MTC. If the Contractor proposes to use a commercial laboratory that is not validated or set up an on-site laboratory, he shall make arrangements for validation by contacting the Material Testing Center at Waterways Experiment Station, Vicksburg, Mississippi, telephone numbers: 601-634-2496 or 601-634-3610, www.wes.army.mil/SL/MTC/inspection.htm. The Government will not be responsible for any cost associated with the validation of laboratories that are not currently validated. The validation process could take 60 to 90 days or more. The Contractor shall be responsible for determining the amount of time required for the validation of the proposed laboratory and accounting for this event in his/her progress schedule. If the Contractor elects to use a non-validated laboratory, the work that requires testing shall not commence until the laboratory has been validated by MTC.

EXECUTION

a. Use of Haul Roads

The Contractor shall acquaint himself with load limits and other regulations applicable to his use of public roads and/or highways for deliveries to be made under this contract and shall comply with all such load limits and regulations. Haul roads on the levee and its appurtenances which are used by the Contractor shall be maintained by him in a condition satisfactory for vehicular traffic. The Contractor shall not operate hauling equipment on the levee slopes except at ramps.

b. Rate of Delivery

The Contractor shall deliver no less than 650 tons per day and no more than 1200 tons per day, six days per week (Monday through Saturday). Specific delivery instructions will be identified at the time of award. Prior to delivery, the Contractor shall provide 10 days advance notice of initiation of delivery date to the Government by contacting the Wynne Area Engineer (Don Tutor, 870/238-7983 or 870/238-7984). All work performed under this contract shall be completed by 30 June 2006.

c. Limestone Base for Loading/Unloading

Where the access route is located such that loading / unloading operations over a revetment or boat ramp are necessary, an adequate crushed limestone base of not less than a 4-inch thickness and 24-feet wide shall be constructed from the existing water edge to the top of the revetment or boat ramp to prevent damage. Boats and barges moored along the revetment shall be anchored by spars or otherwise, so as to prevent damage to the revetment or boat ramp. Any damage to the revetment or boat ramp caused by construction operations will be repaired at the expense of the Contractor in a manner satisfactory to the Contracting Officer.

d. Right of Way

Any additional right of way required for access or for the Contractor's method of operation must be obtained by and at the expense of the Contractor. The Contractor shall submit written evidence to the Contracting Officer that he has obtained the rights-of-way from the property owners. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired the rights of way, prepared and executed in accordance with the laws of the State or States in which the work is being performed. If temporary rights are obtained by the Contractor, the period of time shall coincide with the paragraph entitled, EXECUTION (b) Rate of Delivery. The Contractor shall be solely responsible for any and all damages, claims for damages, and liability of any nature whatsoever arising from or growing out of the use of rights of way other than those rights-of-way furnished by the Government.

e. Contractor Liability

The Contractor shall repair, at his own expense, any and all damage to the existing roads, fences, cattle gaps, etc., when such damage is a result of his operations or negligence on this contract.

MEASUREMENT AND PAYMENT.

UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract for which 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, meeting safety requirements, tests and reports, and for performing all related work required for which separate payment is not otherwise provided.

Crushed Limestone-Delivery by Truck

a. Measurement

All materials will be measured for payment by the ton (2,000 pounds) by weighing each truckload to the nearest 0.1 ton, and the final quantity of the whole sum for each type of material will be rounded to the nearest whole ton. When the crushed limestone is delivered by truck, the material will be measured for payment, in the presence of a Government Inspector, unless the Contracting Officer waives such right, by being weighed on approved, accurately calibrated scales furnished by and at the expense of the Contractor. Scales shall be of sufficient length to permit simultaneous weighing of all axle loads and shall be inspected, tested and sealed as directed to assure accuracy within 0.5 percent throughout the range of the scales. Scales shall be checked and certified before any material hauling; also, rechecked and re-certified whenever a variance is suspected. Individual weight tickets for each truckload of crushed limestone shall be furnished the Government Inspector at the time of delivery. As a minimum, all weight tickets shall have the contract number or project name, the gross weight, the vehicle identity and empty weight, and the net load weight. Scales that produce this information printed on the weight tickets are preferred. Weight certificates furnished by a Public Weighmaster, where available, will be acceptable, when authorized by the Contracting Officer. The Contractor has the option to use certified, and otherwise acceptable, scales that are Contractor furnished, quarry/supplier furnished, or commercial/public facilities.

b. Payment

Payment for crushed limestone will be made at the applicable contract unit price per ton for "Crushed Limestone" which price and payment shall include all costs of furnishing, hauling, handling, and unloading the crushed limestone.

c. Unit of measure: ton: TN.

Crushed Limestone – Delivery by Barge

a. Measurement.

Measurement shall be by displacement.

b. Barge Tables

Within 10 days after Notice of Award of the Contract, prior to commencing construction activities or delivery of materials to the site, the Contractor shall furnish a List of Barges, by name or number, which he anticipates using on this contract. Additional barges may be used during the contract life; however, every barge must be certified. A delay in payment may occur, if the proposed barge is not already certified. No payment will be made for stone unloaded from uncertified barges until such time as the barge is certified.

Certification can be anticipated approximately 4 weeks after submission of the drawings to the Contracting Officer or designated representative.

c. Barge Certification

A barge is considered certified once the barge is listed on the "MISSISSIPPI VALLEY DIVISION (MVD) BARGE DISPLACEMENT TABLES INDEX OF BARGES" with a corresponding MVD Standardized Barge Table. To begin the certification process, the Contractor shall submit official barge construction drawings to the Contracting Officer or designated representative. The drawings shall show, as a minimum, the length, width, and depth of the barge and dimensions of the rake(s) and/or tangent(s). A MVD Standardized Barge Table will be generated, provided to the Contractor, and incorporated into the "MVD BARGE DISPLACEMENT TABLES INDEX OF BARGES" upon certification of the barge. Each MVD Standardized Barge Table will contain the freeboard of the barge in feet and tenths from zero to the full depth of the barge, and the corresponding gross displacement to the nearest ton.

d. Displacement Gauging Lines

Each barge shall be suitably marked with two displacement gaging lines on each side of the barge. Each gaging line shall be painted perpendicular to the edge of the barge and be no less than 4 inches wide and 1 foot long on both the deck and side of the barge. Barges with rakes shall have the displacement gage lines placed at each corner of the box section between the rakes. If a barge has a box end or ends, the gaging lines shall be placed approximately four feet from the box end.

e. Displacement Determination

The freeboard will be measured at the 4 gaging locations and the displacement determined by the use of the MVD Standardized Barge Tables from the average of these measurements. The displacement shall be determined before and after the barge is unloaded and the difference between these values shall be the quantity delivered. Prior to displacement measurements being taken on loaded or partially loaded barges, the below deck compartments shall be inspected for an excessive amount of water. If an excessive amount of water exists as determined by the Quality Assurance Representative, the barge must be pumped out before displacement measurements are taken. Prior to a partially loaded barge being moved from one task order location to a different task order location, displacement measurements shall be taken of the partially loaded barge to determine the quantity of product off-loaded at the

initial site. Upon arrival of the partially loaded barge at the next site, displacement measurements shall be taken again to account for any lost product.

f. Payment

Payment for crushed limestone will be made at the applicable contract unit price per ton for "Crushed Limestone" which price and payment shall include all costs of furnishing, hauling, handling, and unloading limestone.

Unit of measure: ton: TN.

RENDITION OF INVOICES AND VOUCHERS.

Submission of Invoices. Invoices shall be submitted in triplicate, typewritten or with pen and ink. Terms of payment must be stated, including cash discount, if any.

Routing of Invoices and Vouchers. Invoices or vouchers shall be sent to the following address:

U.S. Army Corps of Engineers
Wynne Area Office, CEMVM-EC-CW
P.O. Box 729
Wynne, Arkansas 72396

(End of Summary of Changes)