

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)

CODE	FACILITY CODE
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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 is extended, is not extended. 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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.)

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	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

1. The specifications and drawings for Invitation No. DACW64-03-B-0023, Repairs to East Jetty in Jefferson County, Texas and Cameron Parish Louisiana, Sabine-Neches Waterway, Texas, advertised 11 June 2003, and for which bids are to be opened on 11 July 2003, are hereby modified as follows:

(a) Specifications.

(1) BIDDING SCHEDULE, Pages 00010-1 Through 00010-4. - The enclosed new Bidding Schedule, Pages 00010-1 and 00010-2 supersedes that issued with this Invitation.

(2) Page 00700-14 of 87, CLAUSE 52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989). - Delete this Clause.

(3) Page 00700-87 of 87. - At the end of this Section, add the following new Clause:

"52.328-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for each period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)."

(4) General Decision TX02010, Heavy Construction Wage Rates. - The enclosed new General Decision TX030103 Heavy Construction Wage Rates supersede those issued with this Invitation.

(5) General Decision LA020049, Construction Wage Rates. - The enclosed new General Decision LA030049 Construction Wage Rates supersede those issued with this Invitation.

(6) Page 00800-6. - At the end of Paragraph 9, add the following new Paragraph:

"10 LIABILITY (APR 1984) (FAR 28.307-2).

- (a) Workman's compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.205(c) for treatment of contracts subject to the Defense Base Act.)
- (b) General Liability.
 - (1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 - (2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.
- (c) Automobile liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance."

(7) Page 01100-1, Paragraph 1. - In the fourth line, change "350" to read "255".

(8) SECTION 02384 STONE. - The enclosed new SECTION 02384 entitled STONE supersedes that issued with this Invitation.

(b) Drawings.

Drawings Nos. C-1 Through C-8. - The enclosed new Drawings Nos. C-1 through C-8 supersede those issued with this Invitation.

2. This amendment shall be attached to, and become a part of, the specifications.

3 Encls

1. Bd Sched, Pgs 00010-1 & 00010-2
2. SECTION 02384
3. Dwgs Nos. C-1 thru C-8

File 8579S

INVITATION NO. DACW64-03-B-0023

**SABINE-NECHES WATERWAY, TEXAS
IN JEFFERSON COUNTY, TEXAS
AND CAMERON PARISH, LOUISIANA
REPAIRS TO EAST JETTY**

**BIDDING SCHEDULE
(TO BE ATTACHED TO STANDARD FORM 1442)**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
<u>SCHEDULE NO. 1</u>					
0001	Core Stone (200-1,000 lbs)	15,000	TON	\$_____	\$_____
0002	Core Stone (200-4,000 lbs)	25,250	TON	\$_____	\$_____
0003	Cover Stone (16-18 tons)	26,800	TON	\$_____	\$_____
0004	Reset Cover Stone	30	EACH	\$_____	\$_____
TOTAL SCHEDULE NO. 1					\$_____

00010-1

(To Accompany Amendment No. 0001 to Invitation No. DACW64-03-B-0023)

**BIDDING SCHEDULE (CONT'D)
(TO BE ATTACHED TO STANDARD FORM 1442)**

1. ARITHMETIC DISCREPANCIES (JAN 1997) (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 bidding schedule as submitted by the bidder:

- (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.

2. MODIFICATIONS (CESWG). If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment of each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

3. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN ((FAR 52.219-9) See CONTRACT CLAUSES.) In reference to the above, the bidder/offeror shall take into consideration only those subcontracts which he/she will award when preparing the subcontracting plan required in FAR.

4. SALES TAX EXEMPTION. If you intend seeking a sales tax exemption on this contract please contact the Comptroller of Public Accounts at 1 800-252-5555.

GENERAL DECISION **LA030049** 06/13/2003 LA49

Date: June 13, 2003

General Decision Number **LA030049**

Superseded General Decision No. LA020049

State: Louisiana

Construction Type:
FLOOD CONTROL

County(ies):

ACADIA	EVANGELINE	RICHLAND
ALLEN	FRANKLIN	SABINE
ASCENSION	GRANT	ST HELENA
ASSUMPTION	IBERIA	ST LANDRY
AVOUELLES	IBERVILLE	ST MARTIN
BEAUREGARD	JACKSON	ST MARY
BIENVILLE	JEFFERSON DAVIS	TANGIPAHOA
BOSSIER	LA SALLE	TENSAS
CADDO	LAFAYETTE	TERREBONNE
CALCASIEU	LAFOURCHE	UNION
CALDWELL	LINCOLN	VERMILION
CAMERON	LIVINGSTON	VERNON
CATAHOULA	MADISON	WASHINGTON
CLAIBORNE	MOREHOUSE	WEBSTER
CONCORDIA	NATCHITOCHE	WEST BATON ROUGE
DE SOTO	OUACHITA	WEST CARROLL
EAST BATON ROUGE	POINTE COUPEE	WEST FELICIANA
EAST CARROLL	RAPIDES	WINN
EAST FELICIANA	RED RIVER	

*RIVER, HARBOR AND FLOOD CONTROL PROJECTS

FOR CONSTRUCTION OF ALL RIVER, HARBOR AND FLOOD CONTROL WORK ON THE MISSISSIPPI RIVER AND TRIBUTARIES - (EXCLUDING ANY CONTRACTS FOR ANY PHASE OF CONSTRUCTION OF A LOCK AND DAM)

NOT INCLUDING THE METROPOLITAN AREAS OF ALEXANDRIA, BATON ROUGE, NEW ORLEANS, MONROE AND SHREVEPORT

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

ACADIA	EVANGELINE	RICHLAND
ALLEN	FRANKLIN	SABINE
ASCENSION	GRANT	ST HELENA
ASSUMPTION	IBERIA	ST LANDRY
AVOUELLES	IBERVILLE	ST MARTIN
BEAUREGARD	JACKSON	ST MARY
BIENVILLE	JEFFERSON DAVIS	TANGIPAHOA
BOSSIER	LA SALLE	TENSAS
CADDO	LAFAYETTE	TERREBONNE
CALCASIEU	LAFOURCHE	UNION
CALDWELL	LINCOLN	VERMILION

(Accompanying Amendment No. 0001 to Invitation No. DACW64-03-B-0023)

CAMERON	LIVINGSTON	VERNON
CATAHOULA	MADISON	WASHINGTON
CLAIBORNE	MOREHOUSE	WEBSTER
CONCORDIA	NATCHITOCHE	WEST BATON ROUGE
DE SOTO	OUACHITA	WEST CARROLL
EAST BATON ROUGE	POINTE COUPEE	WEST FELICIANA
EAST CARROLL	RAPIDES	WINN
EAST FELICIANA	RED RIVER	

SULA2008B 12/18/1991

	Rates	Fringes
CARPENTERS	5.80	
LABORERS:		
UNSKILLED	5.15	
REVTMENT & DIKE	5.15	
CHAIN SAW OPERATOR OR FILER	5.15	
AIR TOOL OPERATOR	5.15	

POWER EQUIPMENT OPERATOR:

PILEDRIIVER, MECHANIC (HEAVY EQUIPMENT), CRANE, DERRICK, DRAGLINE, POWER SHOVEL & BACKHOE, MIXER (CONCRETE, 21 CU. FT. & OVER), ASPHALT PLANT, TRENCHING MACHINE (OVER 18")	7.75	.05
BULLDOZER (FINISHER, PUSH CAT & ON BARGES), MOTOR PATROL FINISHER, SCRAPER & LIKE EQUIPMENT, FRONT END LOADER, BACKHOE (TRACTOR MOUNTED) ASPHALT FINISHER OR SPREADING MACHINE, WELL POINT SYSTEM, SELF-PROPELLED LOADER (CONVEYOR TYPE)	6.95	.05
FIREMAN (HEAVY CONSTRUCTION), PILEDRIIVER, LEADSMAN, WINCHMAN	5.90	.05
ASPHALT PLANT DRYER OPR., ASPHALT DISTRIBUTOR, ASPHALT ROLLER, BULL-DOZER (ROUGH, INCL. DISC, PLOW, OR ROLLER), MOTOR PATROL (HAUL ROADS), TRENCHING MACHINE (18" & UNDER), SELF-PROPELLED ROLLER (EXCEPT ASPHALT, END DUMP EQUIPMENT (OFF HIGHWAY), MIXER (CONCRETE UP TO 21 CU. FT.), BOTTOM DUMP EUCLID (AND LIKE EQUIPMENT)	5.35	.05
OILER, PUMP, GREASER, TRACTOR (FARM TYPE INCL. DISC, PLOW OR ROLLER)	5.15	.05
TRUCK DRIVERS:		
1 1/2 TONS OR LESS	5.15	
OVER 1 1/2 TONS	5.15	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

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<http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=LA0300...> 6/16/2003

award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

 In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U. S. Department of Labor
 200 Constitution Avenue, N. W.
 Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N. W.
 Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

(Accompanying Amendment No. 0001 to Invitation No. DACW64-03-B-0023)

U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

(Accompanying Amendment No. 0001 to Invitation No. DACW64-03-B-0023)

driver, gasoline or diesel driven welding machines (3 to 6 machines), hoist (single drum), scrapers (3 cu. yds. or less)

5.84

OILER 5.15

TRUCK DRIVERS 5.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates

listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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(Accompanying Amendment No. 0001 to Invitation No. DACW64-03-B-0023)

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SITE WORK

SECTION 02382 - STONE

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SECTION 02382 - STONE**PART 1 - GENERAL**

1.1 SCOPE OF WORK. The work covered in this Section consists of furnishing plant, labor, equipment, and materials, and performing the operations in connection with repairs of the Sabine-Neches East Jetty, as shown, specified herein, and as directed.

1.2 RIGHTS-OF-WAY AND ACCESS TO WORKSITE. The right-of-way for the required construction will be furnished without cost to the Contractor. Access to the construction site shall be by way of the Gulf Intracoastal Waterway and Sabine-Neches Channel. The Contractor shall provide marine transportation at the jobsite for Corps of Engineers personnel.

1.3 TEMPORARY REMOVAL OF AIDS TO NAVIGATION. Temporary removal or changes in locations of navigation lights may be required to facilitate repair of jetties. The Contractor shall notify the Contracting Officer at least 21 days prior to the date that the removal or changes in location of navigation lights is required so the U. S. Coast Guard can perform the work and so that navigation interests may be informed sufficiently in advance of the proposed removal or change in location.

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

American Society for Testing and Materials (ASTM) Standards.

C 127-01	Density, Relative Density, (Specific Gravity) and Absorption of Coarse Aggregate
C 139-01	Sieve Analysis of Fine and Coarse Aggregates.
C 535-03	Resistance to Degradation of Large-Size Coarse Aggregate By Abrasion and Impact in the Los Angeles Machine
D 75-97	Sampling Aggregates.

02382-1

(To Accompany Amendment No. 0001 to Invitation No. DACW64-03-B-0023)

1.5 MEASUREMENT.

1.5.1 General. Measurement paragraphs only provide the method to measure stone for pay purposes and are not a representation of accessibility of the site. Other methods of measurement may be used when approved.

1.5.2 Stone Transported By Rail or Truck. Stone shall be measured in short tons of 2,000 pounds each. Certified railroad or truck weights will be accepted for determination of the weight of stone placed in the finished section. The weight of rejected stone will be estimated by the Contracting Officer and deducted from the carload or truckload weights, but the Contractor has the discretion to have rejected stone weighed, in which event the actual weight will be used for the deduction from railroad or truck weights. The stone shall be weighed on standard railroad track scales by a Certified Weighmaster. The Contractor shall have the scales tested in the presence of a Government inspector when directed. The original printed scale ticket or a certified copy prepared in ink or indelible pencil shall be submitted promptly after a car or truck is weighed and before the stone is placed in the areas to be protected. The report of weight for each carload or truckload shall show the gross, tare and net weight, and erasures or changes on a report shall be explained by a memorandum made on or attached to the report and be signed by the weigher. If deemed advisable, the Government will employ an Inspector at the scales and the necessary facilities shall be furnished the Inspector for observing the weighing and for recording the scale weights and stenciled light weights on the cars or trucks. Expense of weighing stone and testing scales shall be borne by the Contractor. Other methods of measurement may be used when approved.

1.5.3. Sideboards, Stakes, and Skips. The weight of sideboards, stakes, and skips, if any, will be determined by actual weighing or by estimates, mutually agreed upon by the Contracting Officer and the Contractor, and the weights so determined, together with the tare weight of the car or truck shall be deducted from the gross weight to determine the net weight of stone delivered.

1.5.4 Resetting of Displaced Cover Stone shall be measured for payment by the number of cover stones successfully picked up and reset.

1.5.5 Measurement by Barge Displacement. Stone shall be measured in short tons of 2,000 pounds each. Barge displacement measurements will be accepted for determination of the weight of stone placed in the finished section. The barge will be gaged at a protected location near the site as approved. For this purpose each barge shall be fitted by the Contractor, at its own expense, with gages graduated either to inches or tenths of a foot, located either inside or outside of the hull, as the Contracting Officer may direct, and attached solidly to the hull. These gages shall be located two (2) near each end of the vessel on opposite sides, and two (2) additional gages amidship if deemed necessary by the Contracting Officer. If located inside the hull, provision shall be made for the free passage of the outside water to a transparent tube placed, or capable of being placed, in contact with the gage. If located outside upon wooden hulls, the gages shall be

02382-2

(To Accompany Amendment No. 0001 to Invitation No. DACW64-03-B-0023)

protected by solid fenders or recessed into the planking, or if upon steel hulls, the gage marks may be placed directly on the plates and identified by punch marks. Gages shall be placed so that their zeros are below water when the vessel is in its normal trim, light, and free from water. In lieu of the gages in the interior of the barge, the Contractor may, at its discretion, provide an equal number of wells for determining the amount of the load. These wells shall be located as specified for interior gages and shall be constructed and approved.

1.5.5.1 Fore and Aft Displacements, due to load, shall not differ more than 10 percent from their mean for the determination of tonnage of each barge load of stone ready for placement. In determining the tonnage of a cargo, the change in gage readings due to discharge of the cargo will be used.

1.5.5.2 Barge Displacement Tables. The barges shall be fitted for the work sufficiently ahead of the time fixed for commencement to enable the Contracting Officer to measure them accurately before work is started. The Contractor will be required at its expense to place the barges in dry dock for measurement and furnish materials and facilities for taking the necessary measurements for preparing barge displacement tables. The Contractor shall pump the water from the barges when so requested but no pumping of a barge shall be done between the time it is gaged loaded and light to determine the amount of a barge load.

1.5.5.3 Repairs or Additions made to the barges during the progress of the work shall be promptly reported to the Contracting Officer. During the progress of the work when deems advisable or necessary, each barge shall be re-measured at the expense of the Contractor and under the supervision of the Contracting Officer. No barge shall be used when not in a seaworthy condition or which leaks excessively. The barges used shall be so constructed that when loaded they do not bend or warp and make the gages are unreliable. Each barge load shall contain only one (1) class of stone.

1.5.5.4 Load Determination. To determine the load, measurements will be taken immediately before a barge starts for its point of unloading and immediately after it returns from that point. The gages will be read by the Contracting Officer and the Contractor is invited to be present when the readings are taken. Disagreements on the part of the Contractor as to the weight of stone shall be submitted in writing within 10 days of their occurrence. Disputes will be handled in accordance with the CONTRACT CLAUSE entitled DISPUTES. To ensure the use of the proper weight of surrounding water in calculating the weight of stone from the barge gage readings, hydrometer measurements shall be made alongside each barge when it is gaged loaded and light. Other methods of measurement may be used when approved.

1.6 STORAGE OF CONSTRUCTION MATERIALS. Construction materials received with certified weights that are unloaded from the barges, trucks, and railroad cars and that cannot be used immediately for construction may be stored in approved storage areas or left on barges, in areas outside the shipping lanes that do not block

vessel navigation. If the Contractor elects to use a storage area, the area shall be reasonably near the jobsite and shall be approved. The storage area shall be a relatively smooth area so that the stored material may later be recovered free from dirt or other foreign materials.

1.7 RE-MEASUREMENT. Where a loss of material due to stockpiling, rehandling or hauling is possible, the Contracting Officer shall determine if re-measurement is required prior to placement.

1.8 PAYMENT.

1.8.1 Core Stone-(200-1,000 lbs). Payment for placing core stone to lines and grades specified herein and as indicated, will be made at the contract unit price per ton for "Core Stone-(200-1,000 lbs)," which price shall include the costs of labor and equipment required to complete the work specified herein.

1.8.2 Core Stone-200-4,000 lbs). Payment for placing core stone to lines and grades specified herein and as indicated, will be made at the contract unit price per ton for "Core Stone-(200-4,000 lbs)," which price shall include the costs of labor and equipment required to complete the work specified herein.

1.8.3 Cover Stone. Payment for placing cover stone to the lines and grades specified herein and as indicated, will be made at the contract unit price per ton for "Cover Stone-(16-18 Tons)," which price shall include the costs of labor and equipment required to complete the work specified herein.

1.8.4 Resetting of Displaced Cover Stone. Payment for resetting of displaced 9- to 10-ton cover stone will be made at the contract unit price each per cover stone for "Reset Cover Stone," which price shall include the cost of labor and equipment required to successfully pick up and reset the displaced cover stone.

PART 2 - PRODUCTS

2.1 MATERIAL.

2.1.1 General. Stone to be used in the work shall be durable natural stone as approved. Sources where the Contractor proposes to obtain the material shall be selected well in advance of the time when the material will be required in the work.

2.1.2 Quality. Suitable tests and service records will be used to determine the acceptability of the stone. In the event suitable test reports and a service record that are satisfactory to the Contracting Officer are not available, as when newly operated sources, the material shall be subjected to the tests necessary to determine its acceptance for use in the work. Suitable samples of stone to be used shall be submitted for approval prior to delivery of this material to the worksite. Unless otherwise specified, test samples shall be

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obtained by the Contractor, supervised by the Contracting Officer, and delivered at the Contractor's expense to a point designated by the Contracting Officer at least 60 days in advance of the time shipment of the stone is expected to begin. Acceptable stone shall meet the minimum and maximum physical requirements when tested in accordance with the procedures specified below:

	Test Designation	Cover Stone		All Other Stone	
		Min.	Max.	Min.	Max.
(1)	Sampling shall be performed in accordance with ASTM Designation D 75				
(2)	The absorption of the stone determined in accordance with ASTM Designation C 127		1.5%		3.0%
(3)	The weight per cubic foot calculated from the bulk specific gravity saturated surface dry in accordance with ASTM Designation C 127		160 lbs.		150 lbs.
(4)	The loss by abrasion of the stone determined in accordance with ASTM Designation C 535, when processed and tested for No. 1 grading		35.0%		40.0%

2.1.2.1 Acceptance Tests will be made by or under the supervision of the Government and at its expense. Stone shall be durable and of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, clay pockets, seams, and other defects that may increase unduly its deterioration from natural causes. The inclusion of objectionable quantities of dirt, sand, clay, and rock fines will not be permitted.

PART 3 - EXECUTION

3.1 PLACEMENT.

3.1.1 Core Stone.

3.1.1.1 General. Core stone shall be placed as slope protection stone within the limits shown or otherwise directed. Either reasonably well-graded boulders or quarried rock may be used if conforming to the applicable requirements of the Subparagraph: Quality above, as permitted, weighing approximately 200 pounds, to the maximum size stone permitted weighing approximately 4,000 pounds or 1,000 pounds as required. A maximum of 5 percent by weight of chips and fragments resulting from handling may be placed in the finished section.

3.1.1.2 Placement. Core stone shall be placed prior to the placement of cover stone, using a method that will produce a reasonably well-graded mass of rock with the minimum practicable percentage of voids and shall be constructed to the lines shown. The larger stones shall be well distributed and the entire mass of stones in their final position shall be roughly graded to conform to the gradation specified above. The finished work shall be free from objectionable pockets of small stones and clusters of larger stones. The desired distribution of the various sizes of stones throughout the mass shall be obtained by selective loading of material at the quarry or other source, by controlled dumping of successive loads during final placing, or by other methods of placement, which will produce the specified results. Placement of core stone in Jetty shall not proceed more than 100 feet in advance of being covered with cover stone, unless specifically authorized.

3.1.2 Cover Stone.

3.1.2.1 General. Cover stone shall be placed within the limits shown or otherwise directed. The stone shall conform to the applicable requirements of the Subparagraph: Quality above, as to quality and physical properties. The cover stone shall be generally rectangular in shape and the least dimension of any stone shall be not less than one-third (1/3) its greatest dimension. The thickness and sizes of the cover stone shall be as shown..

3.1.2.2 Placement. Cover stone shall be placed on the top and slopes of the East Jetty by equipment suitable for handling materials of the sizes specified. The various sizes of cover stone shall be so distributed that it will produce a uniform well-graded mass. Adjacent stones shall be selected as to size and shape and carefully keyed-in to provide a compact and integrated surface course with the smaller stone filling the space between larger stones to leave a minimum of voids. A tolerance of plus or minus 12 inches from the lines and grades shown will be permitted in the finished surface of the cover stone on the Jetty, except that the extremes of this tolerance will not be allowed in the exposed surface of adjacent stones. The cover stones shall be placed on the crown of

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the Jetty so that the average final crown elevation will be as near as practicable to plus 7.5 feet NAVD 88.

3.1.3 Pick Up and Reset Existing Cover Stone. Existing displaced cover stone on the East Jetty or displaced cover stone seen in the water shall be picked up and reset as indicated or as directed. The voids resulting from picking up the cover stone on the East Jetty where cover stone is to be placed shall be filled with core stone before resetting the cover stone as shown.

3.2 APPROVAL AND ACCEPTANCE.

3.2.1 Quality Requirements. New stone conforming to the applicable quality requirements specified herein will be accepted as to quality requirements at the quarry.

3.2.2 Size Limitations. Each type of new stone will be accepted at the quarry as to the size limitations as specified and shown.

3.2.3 Gradation. The Contractor will be required to place the new stone on the East Jetty in conformance with the gradation requirements as shown and specified. Acceptance as to gradation will be made at the construction site prior to placement on the East Jetty.

3.2.4 Percentage Allowances. Approval and acceptance concerning percentage allowances for chips, fragments, dust, and dirt will be made at the construction site prior to placement on the East Jetty.

3.3 CONTRACTOR QUALITY CONTROL.

3.3.1 Compliance Inspection. The Contractor shall inspect, sample, and test for compliance with this contract requirements and record the inspection of operations. The Contractor, at its expense, shall perform inspection in accordance with the following schedule:

- | | | |
|-----|--|---|
| (1) | <u>Core Stone</u> -
(200-1,000 lbs) | Quality - One (1) set of quality tests.

Placement - Continuous check of placement to ensure proper size and compliance with lines and grade lines shown. |
| (2) | <u>Core Stone</u> -
(200-4,000 lbs) | Quality - One (1) set of quality tests.

Placement - Continuous check of placement to ensure proper size and compliance with lines and grade lines shown. |

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(3) Cover Stone -
(16-18 Tons)

Quality - One (1) set of quality tests.

Placement - Continuous check of placement to ensure proper size and compliance with lines and grades specified.

3.3.2 Government Check Tests. The Government will, as it deems necessary, make check tests at its expense from representative samples of the stone being furnished for the work.

3.3.3 Records. A copy of the records of inspection, as well as the records of corrective action taken, shall be submitted as directed.

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