

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. U0001	3. EFFECTIVE DATE 07-Nov-2006	4. REQUISITION/PURCHASE REQ. NO. W42HEM62150961		5. PROJECT NO.(If applicable)
6. ISSUED BY USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651	CODE W912P8	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W912P8-06-B-0104	
		X	9B. DATED (SEE ITEM 11) 04-Oct-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 type="checkbox"/> is extended, <input checked="" 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 _____ 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.) Solicitation W912P8-06-B-0104 to fabricate 80,000 concrete mattresses at St. Francisville, LA is hereby amended to add Sections E & F and correct solicitation number of pages 2 - 85.				
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)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following sections are added to the solicitation:

INSPECTION AND ACCEPTANCE TERMS

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SECTION E - INSPECTION AND ACCEPTANCE

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1 INSPECTION OF SUPPLIES - FIXED PRICE (FAR 52.246-2 - AUG 1996).

(a) Definition. "Supplies" as used in this clause, includes, but is not limited to, raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject non-conforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require the correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the

original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

2 RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16 - APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies should remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the Contractor shall not be liable for loss or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

3 INSPECTION

3.1 Scope

The work will be conducted under the general direction of the Contracting Officer and is subject to inspection by his appointed Representatives to ensure strict compliance with the terms of the contract. No Representative is authorized to change any provision of the specifications without written authorization of the Contracting Officer, nor shall the presence or absence of a Representative relieve the Contractor from any requirements of the contract.

3.2 Quality Assurance

Except as specified in this specification and in Section C1, all expenses of quality assurance inspection will be borne by the Government.

3.3 Contractor Responsibilities

The Contractor will be required to furnish, on request of the Contracting Officer or his field representative, laborers and material as may be reasonably necessary in laying out the field and inspecting and supervising the work.

4 CONTRACTOR INSPECTION SYSTEM

The Contractor, at his expense, shall establish and maintain inspection of the casting of articulated concrete mattress to assure compliance with the contract requirements and maintain records of all operations, including, but not limited to, the following:

(1) Production sampling and testing which includes the following tests, procedures and minimum frequency of testing:

(a) Fine Aggregate - Sieve Analysis – ASTM C 136-05. A minimum of one gradation test shall be performed for each 900 tons of fine aggregate from each source supplied to the Casting Field.

(b) Fine Aggregate - Moisture Content – ASTM C 566-97. At least one test during each 8-hour period of concrete production. When, in the opinion of the Government Inspector, the electronic moisture meter is not operating satisfactorily, at least four tests during each 8-hour period will be required. The results of the moisture content tests will be used to adjust the added water in the mix.

(c) Coarse Aggregate - Sieve Analysis – ASTM C 136-05. A minimum of one gradation test shall be performed for each 600 tons of coarse aggregate from each source supplied to the Casting Field.

(d) Coarse Aggregate - Moisture Content – ASTM C 566-97. Two tests during each 8-hour period of concrete production.

(e) Particle Shape. When, in the opinion of the Contracting Officer, a problem exists in connection with aggregate particles shape, tests shall be made in accordance with ASTM D 4791-99. Testing frequency shall be not less than one per day.

(f) Deleterious Substances. When, in the opinion of the Contracting Officer, a problem exists in connection with deleterious substances in the coarse or fine aggregate as listed in Table 1 or Table 3 of ASTM C 33, tests shall be made in accordance with the appropriate ASTM test method. Testing frequency shall not be less than one per day.

(g) Slump Test – ASTM C 143-03 - Slump of Hydraulic Cement Concrete. A minimum of one slump test shall be performed for each 500 cubic yards of concrete made.

(h) Air Test – ASTM C 231-04 - Air Content of Freshly Mixed Concrete by the Pressure Method. A minimum of one air test shall be performed for each 500 cubic yards of concrete made.

(2) All aggregates barged to the jobsite shall be sampled and tested prior to unloading. When test results indicate that materials do not conform to the specified requirements, corrective action shall be taken promptly and material not meeting the specifications shall be promptly removed from the site.

(3) Weighing Accuracy. The accuracy of the scales shall be checked by test weights at least once a month for conformance with the applicable requirements of paragraph C1-8.3. Such tests shall also be made whenever there are variations in properties of the fresh concrete that could result from batching errors.

(4) Installing Fabric and Placing Concrete. The Contractor shall delineate the forms, which contain the first and last piece of fabric in each bundle used. The Contractor shall report on the daily report, the bundle number, pieces of fabric contained therein and any differences in quantity of fabric from the count shown on the bundle.

(5) Check cleanout and tolerances in stacks of mattress once during each day's operation.

(6) The Contractor shall perform a daily safety inspection of the jobsite, equipment, or separate segments thereof. The inspection shall be performed by the Contractor's job supervisory staff, a company safety specialist, a safety consultant, or a safety representative of the compensation insurance carrier. The results shall be documented, along with any corrective action taken, on the daily report.

(7) The Contractor shall inspect the site daily for all housekeeping requirements and document findings. A responsible person must be delegated in writing by the Contractor for assuring compliance with safety requirements of EM 385-1-1, Section 14.C1.

5 ACCEPTANCE

5.1 General

The Government will perform all assurance testing of aggregates and concrete. Assurance testing of aggregates will consist of the same tests listed above, as well as, other quality tests. Assurance testing of concrete will consist of slump, air content, unit weight, compressive strength tests and other tests as deemed necessary.

5.2 Reports

The Contractor shall furnish daily three (3) copies of daily reports which shall include, but not be limited to, the following: number of mats cast; deficiencies found by the Contractor and corrective action taken; instructions given by the Government Representative; safety inspection deficiencies and corrective action taken; employees on the job and total man-hours; materials used, including cement calculated to the nearest pound, fly ash calculated to the nearest cubic foot, and number of pieces of fabric used; calcium chloride calculated to the nearest pound; etc. The report shall show all materials received that day and to date, all materials used that day and to date and all materials on hand.

5.3 Squares

As soon as each square of mattress has been cast, the forms removed, damage repaired in accordance with these specifications and curing completed, it will be accepted or rejected in accordance with terms of the specifications. Acceptance of individual squares will not relieve the Contractor of the responsibility of complying with all provisions of these specifications for completed stacks of mat. After the top square of each stack has been cast, the Contractor shall comply with all provisions of Section C1 before any squares cast in adjoining stacks will be accepted.

5.4 Stacks

After each stack of mattress has been completed, the Contractor will be permitted to repair any damage or correct any deficiencies in the completed stack. The completed stack of mattress will then be accepted or rejected in accordance with the terms of these specifications. After a completed stack of mattress is accepted, all responsibility for such mattress shall pass to the Government except that the Contractor shall be responsible for any damage to the mattress due to his fault or negligence which occurs prior to final acceptance of all work under this contract. Such acceptance will not be made until the specified cleanup is satisfactorily accomplished.

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	St. Francisville	Government	St. Francisville	Government

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 - 4 DELIVERY OF EXCESS QUANTITIES
 - 5 VARIATION IN QUANTITY

1 COMMENCEMENT, PROSECUTION AND COMPLETION

1.1 Commencement

Upon receipt of Notice of Award, the Contractor shall proceed with preparations for performance of the contract, which do not interfere with the removal of the previous Contractor's equipment, such as, making arrangements for the procurement of materials and supplies required for the work. The Contractor shall furnish his proposed sources of concrete aggregates and a plan for batch plant erection, including, but not limited to, type of plant and proposed location on the field, within 10 days after receipt of Notice of Award. After the Contractor receives Notice to Mobilize, the Contractor will have unrestricted access to the field to assemble and make ready for operation all necessary plant and equipment. The Contractor shall maintain the field in accordance with paragraph H-3.2. Any aggregate delivered to the site of the work shall not be removed therefrom without the written consent of the Contracting Officer. The Notice to Proceed for casting will not be issued prior to 15 days after the Contractor receives Notice to Mobilize unless mutually agreed upon by the parties. The Contractor shall commence casting operations within 15 calendar days after the date of receipt by him of the Notice to Proceed for Casting. It is anticipated that the Notice to Proceed for Casting will be issued about 14 February 2007.

1.2 Prosecution and Completion

1.2.1 General

During the contract work period, the Contractor shall prosecute the work at an average rate of not less than 620 squares per calendar day during any payment period. Prior to determining the average, the number of calendar days during the period shall be reduced by the number of excusable delays, which occurred during that period. Excusable delays for weather do not occur until the number of actual days of delay exceed that shown in paragraph H-14. The Contractor shall cast at an average rate of not less than 620 squares per calendar day until the total quantity of articulate concrete mattress under bid item "Casting Mattress" has been completed.

1.2.2 Assessing Retainages

For purposes of assessing retainages, the average calendar day rate shall be computed at the end of each pay cycle over the preceding pay period. The production days will be computed using the calendar days in that period reduced by the number of excusable delay days. The average production shall be determined by dividing the number of acceptable squares cast during the period by the number of production days. If the Contracting Officer finds that satisfactory progress was achieved during the period, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made during the period, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future partial payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds.

1.2.3 Computing Liquidated Damages

For purposes of computing liquidated damages (see paragraph F-2), a calendar day of delay shall be determined by subtracting the actual number of acceptable mats cast during the contract from the theoretical minimum (i.e. 620 squares/ day times the number of production days to date in the contract) divided by 620 squares/day. Computation shall be made to nearest whole day.

2 LIQUIDATED DAMAGES, SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (FAR 52.211-11 – SEP 2000).

- a. If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \$1,805.00.
- b. Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default - Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.
- c. The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default - Fixed-Price Supply and Service clause in this contract.

3 GOVERNMENT DELAY OF WORK (FAR 52.242-17 - APR 1984).

- a. If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not implicitly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by such delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- b. A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and (2) unless the claim, in the amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than, the day of final payment under the contract.

4 DELIVERY OF EXCESS QUANTITIES (FAR 52.211-17 - SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

5 VARIATION IN QUANTITY (FAR 52.211-16 - APR 1984).

a. A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph b below.

b. The permissible variation shall be limited to:

- 10 percent increase
- 10 percent decrease

This increase or decrease shall apply to Items 0001AA, 0001AB and 0001AC of the bid schedule.

(End of Summary of Changes)