

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 14-Nov-2001	4. REQUISITION/PURCHASE REQ. NO. W807PM-1292-6481	5. PROJECT NO. (If applicable)		
6. ISSUED BY BURG CONSOL CONTRACTING OFC 155 CLAY STREET ICKSBURG MS 39183-3435	CODE DACW38	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. DACW38-02-T-0011
				<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 07-Nov-2001
					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.					
<p>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:</p> <p>(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.</p>					
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.)					
Reference Request For Quote (RFQ) number DACW38-02-T-0011 for Crushed Limestone. Subject RFQ is amended as follows:					
See Page 2 for instructions					
Ex: 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.					
15. A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15. 3. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		14-Nov-2001

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

REVISED BY AMENDMENT 0001

Standard Form 1449, Block 8, Offer Due Date/Local Time has been changed from 14-Nov-01 to 26-Nov-01.

Page 2 of 24, DELIVERY: has been changed from Period of Performance NOV 26, 2001 THRU NOV 29, 2001 to See Scope of Work.

All references to **Crushed Limestone** has been changed to read "**Crushed Stone**"

Exhibit B, Crushed Stone Surfacing Sources, has revised to add the following source: River Mountain Quarry.

Pages revised by this amendment have asterisks in the margins before and after changes to the previous issue.

DECLARATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W807PM-1292-6481		PAGE 1 OF 24	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW38-02-T-0011	
6. SOLICITATION ISSUE DATE 07-Nov-2001		7. OFFER DUE DATE/LOCAL TIME 26-Nov-2001 16:45		8. OFFER DUE DATE/LOCAL TIME 26-Nov-2001 16:45			
9. ISSUED BY CODE DACW38 303 CONSOL CONTRACTING OFC 55 HAY STREET BURG MS 39183-3435				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 5032 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
12. DISCOUNT TERMS				13 a. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> UNDER DPAS (15 CFR 700)		13 b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO CODE SEE SCHEDULE				16. ADMINISTERED BY CODE SEE ITEM 9			
17 a. CONTRACTOR/ FACILITY CODE CODE				18 a. PAYMENT WILL BE MADE BY CODE			
17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SIC ADDRESS IN OFFER				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32 c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32 c. DATE				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER				39. S/R VOUCHER NUMBER		40. PAID BY	
41 a. CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41 c. DATE			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

SECTION SF 1449 CONTINUATION SHEET

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	
* 0001	CRUSHED STONE LEVEE ROADWAY SURFACING MATERIAL IN ACCORDANCE WITH ATTACHED SPECIFICATIONS	2,500.00	Net Ton (2,000 LB)	\$ _____	\$ _____	*

CLAUSES INCORPORATED BY REFERENCE:

52.203-3	Gratuities	APR 1984
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2001
252.201-7000	Contracting Officer's Representative	DEC 1991
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	SEP 1999
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

* DELIVERY: SEE SCOPE OF WORK *

TECHNICAL POINT OF CONTACT: CARL PIGOTT (601) 631-5126

NOTES:

1. COMPLETE SF 1449 AND INFORMATION AS REQUIRED IN CLAUSE 52.212-3. OFFEROR REPRESENTATION AND CERTIFICATIONS-COMMERICAL ITEMS AND RETURN WITH YOUR QUOTATION.

2. PLEASE RETURN COMPLETED QUOTATION ON 14 NOV 01 BY CLOSE OF BUSINESS 1645 HOURS TO THE FOLLOWING:

US ARMY VICKSBURG DISTRICT
VICKSBURG CONSOLIDATED CONTRACTING OFFICE
ATTN: JOSEPH P. CAMPBELL
4155 CLAY STREET
VICKSBURG, MS 39183-3435

TELEPHONE: (601) 631-7258
FAX NUMBER: (601) 631-7263
EMAIL: joseph.p.campbell@mvk02.usace.army.mil

SPECIFICATIONS

1. SCOPE OF WORK. The Contractor shall provide all equipment, labor, fuel, transportation, and supplies necessary to furnish and deliver crushed Stone to the Sicily Island Area Levee, Item 5A between stations 0+00 and 221+50 in Catahoula Parish in Louisiana as described in the specifications and in accordance with the procedures set forth herein. A generalized description of the location is 2 miles Southeast of Wisner, Louisiana.

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.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND
TRANSPORTATION OFFICIALS (AASHTO)

- AASHTO T 27 (1993) Sieve Analysis of Fine and Coarse Aggregates
- AASHTO T 96 (1994) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

* 2. CRUSHED STONE. This material shall be stone and shall have an abrasion loss of not more than 40 percent, ASSHTO T 96. The crushed stone shall conform to the following gradation: *

U.S. STD. SQUARE MESH SIEVE DESIGNATIONS	PERCENTAGE BY WEIGHT PASSING (AASHTO T 27)
1 1/2 inch	100
3/4 inch	50 - 95
1/2 inch	42 - 85
No. 4	25 - 65
No. 40	10 - 32
No. 200	3 - 12

The contractor shall provide a tabulated gradation limits plotted on ENG Form 2087 (Exhibit A) or similar form.

* The fraction of crushed stone passing the No. 40 sieve shall conform to the following requirements: *

Liquid Limit (Max.)	25
Plasticity Index (Max.)	6

* 2.2 Crushed Stone Sources. Stone meeting the requirements of this contract has been produced in the past from the sources shown in Exhibit B to this contract. Stone may be supplied from any of these sources or from another source subject to the conditions described below. However, by listing these sources the Government neither warrants that stone from these sources will necessarily meet the requirements of this contract nor provides any immunity from the testing of proposed to be furnished from these sources. *

* 3. Stone from Sources not listed in Exhibit B. If the Contractor proposes to furnish stone from a source not listed in Exhibit B, then, prior to beginning any deliveries, the stone shall be subject to the testing requirements contained in paragraph 2 of this section as directed by the Contracting Officer and at no cost to the Government. *

4. SOURCE VISIT. Prior to or after the issuance of a request for delivery, the Government may elect to visit the proposed source or sources (quarries) to inspect the crushed stone prior to delivery. Accordingly, the Contractor shall furnish to the Contracting Officer the location(s) of the source or sources where the crushed stone will be obtained. The Contractor shall insure that the Government has access to these source(s) for such inspections. If the Government elects to inspect a source, the Contractor will be advised, and visit arrangements will be mutually compatible between the Government and the Contractor. Determinations made by the Government related to such visits shall not relieve the Contractor from any requirements in this contract.

5. MEASUREMENT OF MATERIALS. All crushed stone furnished under this contract will be measured for payment by the ton (2000 pounds). Quantities will be computed to the nearest whole ton. Material will be measured for payment, in the presence of a Government representative, by weighing on approved, accurately-calibrated scales furnished by and at the expense of the Contractor. Weight certificates furnished by a public weightmaster will be acceptable. Each truckload will be weighed to the nearest 0.1 ton and the final quantity rounded to the nearest whole ton. All material will be measured for payment by weighing before being dumped on the levees and ramps. The Scales shall be of sufficient length to permit simultaneous weighing of all axle loads and shall be inspected, tested, and sealed as directed by the Contracting Officer to assure accuracy within 0.5 percent throughout the range of the scales. The scales accuracy shall be certified by an acceptable scales company representative prior to weighing any of the material. If commercial scales are readily available in close proximity (within 10 miles of the work site or the pit, the Contracting Officer may approve the use of the scales. The Contracting Officer will accept certified certificates furnished by a public weighmaster in lieu of scale weights at the jobsite. Quarry weights will not be accepted. Scales will be checked and recertified whenever a variance is suspected. In any event, the contractor shall not dump any load until it has been

laboratory that has been approved by the Contracting Officer shall perform the tests.

3. UNSATISFACTORY MATERIAL. The Contractor at no cost to the Government shall promptly remove any material furnished to the delivery point or dumped on site that is found not to be in compliance with these specifications. The fact that material may have been dumped before it was found unsatisfactory shall have no bearing on the Contractor's responsibility for removal under these circumstances.

DELIVERY OR PERFORMANCE

* 1. DELIVERY. Delivery of crushed stone shall be made only as authorized by a written order of the Government representative. Required quantities, delivery rates, delivery periods, and delivery locations will be prescribed in each request for delivery. With respect to delivery periods, the Contractor shall commence deliveries within 14 calendar days of the date of receipt of the request for delivery or a later date if specified in the written request for delivery.

2. MINIMUM DELIVERY CAPABILITY. Although lesser delivery rates may be prescribed by individual requests for delivery, the Contractor shall be capable of delivering crushed stone to any location included in this contract at a minimum rate of 500 tons per 8-hour day on a continuous basis (Monday through Friday) until the quantity ordered has been delivered. If the Contractor has a greater delivery capability and he/she is willing to offer this capability to the Government at no additional expense, then he/she may advise the Contracting Officer of such capability so that it may be utilized, if desired by the Government. However, the offer of such additional capability shall have no effect upon the determination of the successful bidder.

4. COORDINATION OF DELIVERIES. The Contractor shall contact the COR designated in the individual request for delivery prior to beginning deliveries for the purpose of coordinating delivery activities with related work by others, i.e., spreading or stockpiling.

5. DELIVERY/HAULING VEHICLE IDENTIFICATION. To facilitate identification and logging of delivery vehicles, the Contractor shall insure that each vehicle or trailer used in executing deliveries either has individual license plates or identification numbers. All ID numbers shall be affixed to the sides of the vehicle or trailer. Any other vehicle or trailer identification numbering system used by the Contractor shall provide for uniform, plainly visible, and permanent numbering affixed to the sides of the vehicle or trailer. Such numbering or the use of license plates is necessary for individualizing each vehicle or trailer with respect to delivery activities under this contract; therefore, each vehicle or trailer shall have its own number when making deliveries under this contract.

EXHIBIT B

CRUSHED STONE SURFACING SOURCES

Lat/Long (Tested)	Quarry Location, Address and Telephone Number	Main Office Address and Telephone Number
ALABAMA		
34/88 (1995)	Allsboro Quarry - 8 miles east of intersection of MS Hwy 25 and Tish. Co. #957 at Midway, MS, just across AL state line	Hoover Inc. 1205 Bridgestone Parkway P. O. Box 17000 LaVergne, TN 37086 (615) 793-2600
	Hoover Inc. P. O. Box 613 Iuka, MS 38852 (205) 360-2400	
34/87 (1995)	Cherokee Quarry - 3 miles east of Cherokee, AL, on old Hwy 72	VULCAN Materials Co. P. O. Box 459 Cherokee, AL 35616 (205) 359-6404
34/87 (1999)	Pride Quarry, 18055 Hwy 72 West, Tuscumbia, Alabama	Southern Ready Mix 18055 Hwy 72 Tuscumbia, AL 35674 (256) 381-0012
ARKANSAS		
36/91	Valley Stone Quarry - 4.5 miles northwest of Black Rock, AR, off Hwy 63	Meridian Aggregates Co. P. O. Box 260 Black Rock, AR 72415 (870) 878-6201
* 34/95 (1996)	River Mountain Quarry - Approx. 5 miles northwest of Delaware, Ar, at Ar River Mile 218.5 Pine Bluff Sand & Gravel P.O. Box 96 Delaware, AR 72835-0096 (501) 938-7018	Pine Bluff Sand and Gravel P.O. Box 7008 Pine Bluff, AR 71611 (870) 534-7120 (800) 850-2300
KENTUCKY		
37/87 (1996)	Cedar Bluff Quarry - 3 miles south of Princeton, KY, on	Rodgers Group, Inc. Princeton Plant

*

KY Hwy 91

10234 Hopkinsville Rd.
Princeton, KY 42445
(270) 365-6881

Lat/Long (Tested)	Quarry Location, Address and Telephone Number	Main Office Address and Telephone Number
37/88 (1996)	Three Rivers Quarry - 7 miles northeast of Smithland, KY, 330 Three Rivers Quarry Rd off Hwy 60 (Cumberland Rd)	Martin Marietta Aggregates Smithland, KY 42081 (502) 928-2141
37/88 (1996)	Gilbertsville Quarry - on US Hwy 62, "Between the Dams," Lake City, KY	VULCAN Materials Co. Reed/BRT Operations 947 U.S. Hwy 62 Grand Rivers, KY 42045 (502) 362-4265

MISSOURI

38/90 (1997)	Old Menefee Quarry - take I-55 4 miles north of Bloomsdale, MO, and take exit for States Rds DD&00, turn east and go 1 mile to Hwy 61, and continue straight ahead through inter- section on Brickeys Rd to quarry	Brickeys Stone LLC P. O. Box 220 13588 Brickeys Rd Bloomsdale, MO 63627 (573) 483-3475
37/89 (1995)	Gray's Point Quarry - MRM 46.2, above the mouth of the Ohio River Tower Rock Stone Co. P. O. Box 4248 Scott City, MO 63780 (573) 264-3800	Tower Rock Stone Co. P. O. Box 50 Columbia, IL 62236 (618) 281-4106
38/90 (1995)	Bussen Quarry - 5 miles north of St. Genevieve, MO, MRM 127.6, above the mouth of the Ohio River Tower Rock Stone Co. P. O. Box 111 St. Genevieve, MO 63670 (573) 883-7415	Tower Rock Stone Co. P. O. Box 50 Columbia, IL 62236 (618) 281-4106