

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE N/A	PAGE OF PAGES 1   9
2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 31 AUG 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) 1380	
6. ISSUED BY USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922		7. ADMINISTERED BY (If other than Item 6) SEE ITEM 6		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(√)	9A. AMENDMENT OF SOLICITATION NO. W91238-04-B-0006
		×	9B. DATED (SEE ITEM 11) 28 JUL 2004
			10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A
			10B. DATED (SEE ITEM 13) N/A
CODE	FACILITY CODE		

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  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 1 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  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.)  
SACRAMENTO RIVER FLOOD PROJECT UPPER SACRAMENTO AREA PHASE V-SITE E (PHASE 2)  
COLUSA COUNTY, CALIFORNIA

2 ENCLS 1) PRICING SCHEDULE, 01505, 02222, 02231, 02216A & 02300A. 2) DRAWINGS C2.20, C2.9, C3.1 & S36.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

## PRICING SCHEDULE

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

LINE ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0001	MOBILIZATION/ DEMobilIZATION	1	LUMP SUM	LUMP SUM	\$ _____
0002	CLEARING AND GRUBBING	12*	AC	\$ _____	\$ _____
0003	EXCAVATION				
0003AA	EXCAVATION (DEGRADE LEVEE 4- FEET)	61,100*	CY	\$ _____	\$ _____
0003AB	EXCAVATION (DEGRADE EXISTING LEVEE 4- FEET)	2,670*	CY	\$ _____	\$ _____
<b>0004</b>	<b>EMBANKMENT</b>				
<b>0004AA</b>	<b>IMPERVIOUS FILL (CUTOFF WALL CAP)</b>	<b>21,100*</b>	<b>CY</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>0004AB</b>	<b>EMBANKMENT FILL</b>	<b>61,000*</b>	<b>CY</b>	<b>\$ _____</b>	<b>\$ _____</b>
0005	SLURRY CUT-OFF WALL	412,500*	SF	\$ _____	\$ _____
0006	GRAVEL ROAD (4")	3,200*	TON	\$ _____	\$ _____
0007	ASPHALT CONCRETE PAVEMENT (2")	1,790*	TON	\$ _____	\$ _____
0008	AGGREGATE SURFACE COURSE (8")	7,160*	TON	\$ _____	\$ _____
0009	SUBBASE COURSE (6")	5,370*	TON	\$ _____	\$ _____
<b>0010</b>	<b>CENTER YELLOW STRIPE (4") ON PAVEMENT ROAD</b>	<b>7,250*</b>	<b>LF</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>0011</b>	<b>SHOULDER WHITE STRIPE</b>	<b>14,500*</b>	<b>LF</b>	<b>\$ _____</b>	<b>\$ _____</b>
0012	IRRIGATION LINE TEMPORARY CUT & BYPASS CONNECTION (STA. 20+50 & 128+00)	1	LUMP SUM	LUMP SUM	\$ _____

0013	EROSION CONTROL	12*	AC	\$ _____	\$ _____
0014	PIPE GATE	2	EA	\$ _____	\$ _____
TOTAL ESTIMATED PRICE				\$ _____	

\* QUANTITY IS AN ESTIMATED AMOUNT. SEE SECTION 00700, FAR 52.211-18, FOR VARIATION IN ESTIMATED QUANTITY CONTRACT CLAUSE.

1. Prices must be submitted on all individual items of this Pricing Schedule. Failure to do so may cause the proposal to be determined "unacceptable".

2. If a modification to a price based on unit price is submitted which provides for a lump sum adjustment to the total estimated price, the applications of the lump sum adjustment to each unit price in the Pricing Schedule must be stated. If it is not stated, the bidder/offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Pricing Schedule.

3. The bidder/offeror shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may cause the proposal to be determined "unacceptable".

4. The lump sum, "LS", line items above are not "estimated quantity" line items and therefore are not subject to the Variation in Quantity contract clause.

5. EFARS 52.214-5000 ARITHMETIC DISCREPANCIES

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

6. EFARS 52.211-5000 EVALUATION OF SUBDIVIDED ITEMS - EFARS

Item No. 0003 is subdivided into two or more estimated quantities and are is be separately priced. The Government will evaluate each of these items on the basis of total price of its sub-items.

7. EFARS 52.211-5001 VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995)

This variation in estimated quantities clause is applicable only to Items Nos. 0003AA and 0003AB.

a. Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Items Nos. 0003AA and 0003AB is less than 85% of the quantity of the first sub-item listed under such item, the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

c. If the quantity of work performed under Items Nos. 0003AA and 0003AB exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item Nos. 0003AA and 0003AB exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract, the contract completion time will be adjusted in accordance with the clause FAR 52.212-18, Variation in Estimated Quantities.

prior to the pre-work conference.

NOTE: The Contractor shall have one or more Safety and Health Persons, each of whom meets the qualifications of (B)(2) Qualifications for Safety and Health Person(s), physically present on the actual site of the work whenever work of any sort is being performed by a Contractor, subcontractor, or supplier personnel on the work site. The foregoing clause language shall not be interpreted to contravene this note.

1.8 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

COLUSA

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(07)	(06)	(05)	(04)	(01)	(00)	(00)	(00)	(01)	(02)	(05)	(07)

(C) Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. (ER 415-1-15, 31 OCT 89)

1.9 MONTHLY SAFETY INSPECTION

A monthly on-site inspection will be made by the insurance carriers of the prime and subcontractors. The Contractor's safety program will be reviewed and a meeting will be held with the Contracting Officer's Representative to discuss the job-site safety. A written report will be made by the Contractor stating the results of the inspection and the action taken.

1.10 AGGREGATE SOURCES

(A) Operations:

(1) Limits of Work Area: The limits of the area within which operations may be carried on are shown on the drawings. [The depth to which the Contractor may operate is subject to approval, but is limited only by the extent of the existence of satisfactory material.] [The limits of depth to which the Contractor may operate are shown on the drawings.]

(2) Disposal of Waste Materials: All overburden removed, and all other waste material including materials designated unsuitable for use in the production of concrete aggregate shall **become the property of the contractor for disposal in accordance with Federal, State, and Local law.**

No separate payment will be made for the disposal of waste material but the cost thereof shall be included in the respective bid prices for the various parts of the concrete work in which the aggregates are used.

(3) Plan of Operations: Prior to beginning operations in the deposit, the Contractor shall submit a plan of operation in sufficient detail to indicate the following:

(i) The proposed extent of the operation including depth.

Contractor's selected controlled low strength material mix. Tests shall be performed by an independent commercial laboratory complying with required certification as described in SECTION 01451a: CONTRACTOR QUALITY CONTROL.

#### 1.4 DEFINITIONS

##### 1.4.1 Degree of Compaction

Degree of compaction shall be expressed as a percentage of the maximum dry density obtained by the test procedures presented in ASTM D 698.

##### 1.4.2 Utility Location

Utility location may consist of one pipe or a series of pipes located in close proximity and associated with a single facility.

##### 1.4.3 Excavation

Excavation shall consist of the removal of asphalt pavement and soil materials in preparing the levee slope, the berm surface, levee toe and levee embankment to the lines and grades shown on the drawings.

##### 1.4.4 Lean Mix Concrete

Lean mix concrete shall consist of three (3) sack cement mix, or equivalent having a 28-day strength between 50 to 200 psi when tested in accordance with ASTM C 39/C 39M. The lean mix concrete aggregate shall have a maximum size of 3/8-inch, and a water content sufficient to produce a 6 to 8-inch slump with a maximum air content of 5 percent. The hydraulic conductivity of  $10^{-5}$  cm/sec or less when tested in accordance with ASTM D 5084 for 28-day samples

##### 1.4.5 Controlled Low Strength Material

At the option of the Contractor, controlled low strength material (CLSM) may be used as bedding support. CLSM shall meet the requirements specified in ASTM C 33 and in ACI 229R. CLSM shall have a 28-day compressive strength between 50 to 200 psi when tested in accordance with ASTM C 39/C 39M. The hydraulic conductivity of  $10^{-5}$  cm/sec or less when tested in accordance with ASTM D 5084 for 28-day samples. The concrete shall be vibrated under pipe haunches to insure contact with the pipe.

#### 1.5 MEASUREMENT AND PAYMENT

This work is incidental to levee degradation, utility abandonment, cut and replacement or reinstallation and bypassing and shall be compensated under **the corresponding Bid Item for each specific utility. Otherwise no separate payment will be made for work specified in this section.**

## PART 2 PRODUCTS

### 2.1 MATERIALS

#### 2.1.1 Satisfactory Materials

Satisfactory materials are materials classified by ASTM D 2487 as SM, SC, ML, and CL and any combination thereof with a maximum particle size up to 1

## SECTION 02231

## CLEARING, GRUBBING AND STRIPPING

## PART 1 GENERAL

## 1.1 PROTECTION

## 1.1.1 Protection of Existing Work

Before beginning any work for removals, the Contractor shall carefully survey the existing work and examine the drawings and specifications to determine the extent of the work. The Contractor shall take all necessary precautions to ensure against damage to existing work to remain in-place or to be reused, and any damage to such work shall be repaired or replaced as approved by the Contracting Officer at no additional cost to the Government. The Contractor shall carefully coordinate the work of this section with all other work and construct and maintain shoring, bracing and supports, as required. The Contractor shall ensure the adequacy of the structural supports or add new supports as may be required as a result of any cutting, removal, or demolition work performed under any part of this contract.

## 1.1.2 Environmental Protection

All work and Contractor operations shall comply with the requirements of SECTION 01355 ENVIRONMENTAL PROTECTION.

## 1.1.3 Burning

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

## 1.1.4 Use of Explosives

Use of explosives will not be permitted.

## 1.2 MEASUREMENT AND PAYMENT

The cost of all plant, labor and material to perform the clearing, grubbing and stripping **and miscellaneous demolition** work described in this section shall be included in the contract lump sum price. This price shall constitute full compensation for all equipment, labor, materials and incidentals necessary to complete the work specified herein. Payment for refilling of holes resulting from grubbing and removal or plugging of abandoned pipe and conduits will be included in the contract lump sum price for clearing and grubbing. No separate or direct payment will be made for stockpiling and disposition of stripped materials. All costs in connection therewith will be considered as a subsidiary obligation of the Contractor. If re-growth of vegetation or trees occurs after clearing and grubbing and before placement of embankment, and the Contractor is required to clear and grub again prior to embankment construction, no payment will be made for this additional clearing and grubbing.

Separate payment for removal and disposal of stairs and miscellaneous

### 3.2.15 Cleanup

The Contractor shall continually all clean up slurry wastes, debris and leftover materials resulting from the cutoff wall construction process. After completion of the work, the site shall be cleared of all debris which may have accumulated in the execution of the work. During the final disposal of the bentonite slurry, the material shall be flocculated to separate the bentonite from the water. Spoils generated by the cutoff wall construction shall become the property of the Contractor and the Contractor shall be responsible for disposal of waste materials in accordance with all Federal, State, and local regulations and codes, such as the Clean Water Act and the National Historic Preservation Act.

### 3.3 QUALITY CONTROL

The Contractor shall be responsible for project quality control records. Observation, measurements, and tests described in these specifications shall be performed for quality control. All quality control records, routine testing procedures, summaries, observations, and measurements shall be available for inspection by the Contracting Officer's Representative at any time. Final acceptance of the slurry wall shall be based on the results of field measurements and bulk samples collected and tested as described in subparagraphs "Excavation and Backfill Soundings" and "Backfill Properties". The laboratory shall be an independent commercial laboratory and shall comply with requirements of SECTION 01451A CONTRACTOR QUALITY CONTROL.

#### 3.3.1 Bentonite

Each truckload of bentonite delivered to the site shall be sampled in accordance with Section 4 of API Spec 13A. The samples shall be tested in accordance with the procedures of Section 3 of API Spec 13A to confirm conformance with the physical and chemical requirements listed in Table 3.1 of Section 3.

#### 3.3.2 Water

Water for construction shall be the responsibility of the Contractor. Prior to the start of construction, the source of water to be mixed with the bentonite shall be tested for pH, hardness, and oil, organic, etc. Subsequent to the start of construction testing shall be conducted every **month**. Tests shall conform with the requirements of API RP 13B-1 and these specifications. Testing of water and the water results shall conform to the requirements listed in Part 2, subparagraph "Water".

#### 3.3.3 Wash Water

Any wash water pumped from the slurry plant to the cutoff wall shall be monitored. The wash water shall be properly disposed of. The wash water shall not be allowed to dilute the cutoff wall slurry or backfill nor shall it be allowed to spill off the levee crown onto the levee slopes.

#### 3.3.4 Slurry Properties

All tests specified in this paragraph shall be conducted in accordance with API RP 13B-1. The bentonite slurry shall be tested prior to placing the slurry in the trench a minimum of two (2) times each working day per 8 or 10 hour shift per heading. The following tests shall be performed: viscosity, filtration, sand content, pH and density.

Levee crown pavement work shall be compensated under specification SECTIONS 02722A: AGGREGATE SURFACE COURSE and 02713A: BITUMINOUS BASE COURSE (CENTRAL-PLANT HOT MIX). No separate payment for restoration of the levee embankment will be made and all costs in connection therewith shall be assigned to the cutoff wall installation.

The measurements will include authorized excavation of rock, authorized excavation of unsatisfactory subgrade soil, and the volume of loose, scattered rocks and boulders collected within the limits of the work; allowance will be made on the same basis for selected backfill ordered as replacement. The measurement will not include the volume of subgrade material or other material that is scarified or plowed and reused in-place, and will not include the volume excavated without authorization or the volume of any material used for purposes other than directed. The volume of overburden stripped from borrow pits and the volume of excavation for ditches to drain borrow pits, unless used as borrow material, will not be measured for payment. The measurement will not include the volume of any excavation performed prior to the taking of elevations and measurements of the undisturbed grade.

#### 1.4.2 Topsoil

Separate excavation, hauling, and spreading or piling of topsoil and related miscellaneous operations will be considered subsidiary obligations of the Contractor, covered under the contract unit price for excavation.

#### 1.5 PAYMENT

Payment will constitute full compensation for all labor, equipment, tools, supplies, and incidentals necessary to complete the work for restoring the levee for the line items:

##### 1.5.1 Levee Restoration and Earth Work

Levee Restoration and Earthwork will be paid for at the contract unit prices per cubic yard for levee embankment restored.

##### 1.5.2 Borrow Material

Borrow material will be paid for at the contract unit prices per cubic yard **of embankment**.

#### 1.6 DEFINITIONS

##### 1.6.1 Satisfactory Materials

Satisfactory materials shall comprise any materials classified by ASTM D 2487 as SM, SC, ML and CL and any combination thereof. Satisfactory materials shall be comprised of particle size of less than 2 inches, in any dimension. In addition, satisfactory material shall be free of roots and other organic matter, biodegradable material, rubble, debris, frozen materials, and contaminated soil.

##### 1.6.2 Unsatisfactory Materials

Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Unsatisfactory materials also include man-made fills; debris; refuse; rubble; biodegradable material; peat;

pounds for fine-grained soils or sandy materials and 12 pounds for gravelly materials. Nuclear methods used in accordance with ASTM D 2922 and ASTM D 3017, to determine density and moisture content shall be for Contractor's monitoring of earthwork progress only and not for acceptance. If used, the Contractor shall also be responsible for obtaining any necessary operating permit(s) for nuclear testing devices and calibration tests. Soil used for field or in-place densities shall be classified in accordance with ASTM D 2487 and subparagraph "Soil Classification".

### 3.6.3 Frequency of Testing

The following minimum frequency of testing are required for various project features. The frequency of testing is per unit of measurement. Any and all placed project features that are a fraction of the unit of measurement shall require testing. The Quality Control representative observing construction may require additional tests when necessary. Maximum density test frequency shall be in accordance with subparagraph "Maximum Density", unless otherwise noted.

<b>Project Feature</b>	<b>Test</b>	<b>Minimum Frequency</b>
Subgrade for Impervious Fill (Cap) Material	Field Density and Moisture Content	1 per <b>500</b> yard <sup>2</sup>
Subgrade for Fill Material	Field Density and Moisture Content	1 per <b>1000</b> yard <sup>2</sup>
Subgrade for Aggregate Base Course	Field Density and Moisture Content	1 per <b>500</b> yard <sup>2</sup>
Fill Material	Field Density and Moisture Content	1 per <b>1000</b> yard <sup>3</sup>
Impervious Fill (Cap) Material	Field Density and Moisture Content	1 per 500 lineal ft
Impervious Fill (Cap) Material	Maximum Density	1 per 4 Field Density

### 3.7 PAVEMENT RESTORATION

The levee crown pavement shall be constructed as shown on the contract drawings and in accordance with specification SECTION 02713A: BITUMINOUS COURSE (CENTRAL-PLANT HOT MIX), SECTION 02721a: SUBBASE COURSES, and SECTION 02722A: AGGREGATE SURFACE COURSE.

#### 3.7.1 Preparation of Pavement Subgrade

Prior to pavement construction, the subgrade shall be restored to the grade and elevations shown on the contract drawings or specified. The levee crown subgrade shall meet the tolerance limits specified and compacted. Once finished, the pavement subgrade shall not be disturbed by traffic or other operations and shall be maintained in a satisfactory condition until the aggregate base course is placed. Continuous checks on the degree of