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# ADVERTISEMENT.

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## Ice Pier at Point Pleasant, W. Va.

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Sealed proposals, in duplicate, will be received at this office until noon (local time), on Tuesday, the 15th day of September, 1885, for furnishing material and building one Ice Pier in the Great Kanawha River, near Point Pleasant, W. Va.

### APPROXIMATE QUANTITIES OF MATERIAL REQUIRED.

119,025 FEET, B. M., OAK TIMBER.

8,000 LBS. IRON DRIFT BOLTS.

1,600 CUBIC YARDS RIPRAP STONE.

Specifications and blank forms for proposals will be furnished on application to this office. Letters asking specifications should be marked "Official Business" on the envelope.

WM. E. MERRILL,

*Lieut. Col. of Engineers.*

U. S. ENGINEER OFFICE,

CUSTOM HOUSE, CINCINNATI, OHIO, August 25, 1885.

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## SPECIFICATIONS.

1. The United States desires to build an Ice Pier on the right bank of the Great Kanawha River, about one mile above its mouth, making the third pier in this locality.
2. This Ice Pier, or Breakwater, will have a base of 46 feet by 30 feet, and a top of 22 feet by 30 feet. The down-stream face will be vertical, and the up-stream face will have a slope of about six vertical on five horizontal. It will be a cribwork of 12 x 12 oak timber, filled with riprap stone. The face of the up-stream slope will be covered with 12 x 12 timbers, laid in juxtaposition. Below low water the up-stream face of this latter pier will be vertical. The exact location of the pier will be given by the Inspector. The expenditure will be limited to the funds on hand—about \$5000.
3. This pier will be similar in construction to the two already built at this place, and Contractors are requested to examine these piers before bidding.
4. Drawings showing the method of building the work are on file in this office, and are hereby made a part of these specifications.
5. Contractors will be furnished with a copy of the drawings, and no departure from them will be permitted, without the express sanction of the Engineer in charge.
6. All necessary information will be given by the U. S. Inspector, and work not built strictly according to his directions may be ordered removed and rebuilt.

## MATERIALS.

7. **Timber** must be sound Oak, straight, free from cracks, loose knots, or other defects impairing its strength or durability, and must be subject to the approval of the Inspector. Wane edges, not to exceed one and a half inches, will be allowed. All timber must be squared.
8. The Contractor will be required to replace defective timber at his own cost. No defective workmanship will be accepted under any circumstances.
9. Timber will be paid for by the thousand feet, board measure; and the price paid will be for timber in its final place in the Pier, and must include the whole cost of putting it there. All **Plank** needed for the work will be measured and paid for as timber.



10. No payment will be made for timber condemned by the Inspector, for timber delivered at the site of the work and not used, nor for timber put in the work before it has been inspected and accepted.

11. Condemned timber must be removed from the neighborhood of the work at once.

12. **Drift Bolts** will be of one-inch round No. 1 Merchant iron, wedge pointed and without heads. Their lengths will be 18 and 24 inches, and they will be distributed as shown in drawings, or as the Inspector may direct. Holes will be bored with an inch auger for full length of bolt, or to such less depth as the Inspector may direct.

13. All iron will be paid for by the number of pounds that go into the work.

14. **Stone** must be sound and durable; of such quality as not to be injured by the action of water or frost, and will be in pieces measuring not less than one cubic foot solid contents. The Inspector may, at his discretion, permit the use of a moderate quantity of smaller stone for interior filling.

15. The price paid for stone will cover all the expense of quarrying, transporting, and placing in the Pier. The stone will be measured in the Pier and will be paid for by the cubic yard. No payment will be made for stone condemned by the Inspector, nor for stone put in the Pier before being inspected.

16. No payment will be made for material of any kind before it is in its final position in the Pier.

### GENERAL REQUIREMENTS.

17. It is desired that Contractors should begin work at the earliest possible moment, and carry it on to completion with the utmost attainable speed. In any event the Pier must be completed by August, 31, 1886.

18. In case of delay by flood or other unavoidable cause, the Engineer in charge of the improvement of the Ohio River may extend the time of finishing the work; but no extension will be granted unless the Contractor shall have worked with diligence and energy.

19. Should the Contractor work with an insufficient force, of which the Engineer in charge shall be the judge, the right is reserved to compel him to increase his force, and in case of his failure to do so, to take the work out of his hands, and to complete the same by hired labor, holding the Contractor and his bondsmen responsible for any excess of cost above the contract price.

20. The Contractor must so regulate his supply of material that the work may go on continuously with timber, bolts, and stone, as required. He will be held responsible for any damage that may arise from his neglect to supply material as needed, and he will be required to replace, at his own expense, any material washed away or lost through his neglect.

21. In the event of running ice, or of a suspension of construction by winter before the Pier is finished, proper steps must be taken to protect the unfinished part from injury. Any repairs required upon the Pier before it has been completed and accepted will be at the expense of the Contractor.

22. In all cases material not in the Pier will be at the Contractor's risk.

23. The amount of timber, iron, and stone mentioned in the advertisement is to be held as approximate only, and as liable to be increased or diminished as the necessities of the work may demand. These amounts will, however, be used in the canvass of bids.

24. It is one of the conditions of this contract that the Contractor shall discharge any workman who does not perform his duties to the satisfaction of the Inspector.

### CHANGES IN CONTRACT AND EXTRA WORK.

25. The following paragraphs form a part of all War Department contracts, and the attention of Contractors and Inspectors is specially called to them :

If, at any time during the prosecution of the work, it be found advantageous or necessary to make any change or modification in the project, and this change or modification should involve such change in the specifications as to character and quantity, whether of labor or material, as would either increase or diminish the cost of the work, then such change or modification must be agreed upon in writing by the contracting parties, the agreement setting forth fully the reasons for such change, and giving clearly the quantities and prices of both material and labor thus substituted for those named in the original contract, and before taking effect must be approved by the Secretary of War: *Provided*, that no payment shall be made unless such supplemental or modified agreement was signed and approved before the obligation arising from such modification was incurred.



No claim whatever shall at any time be made upon the United States by the party or parties of the second part for or on account of any extra work or material performed or furnished, or alleged to have been performed or furnished under or by virtue of this contract, and not expressly bargained for and specifically included therein, unless such extra work or materials shall have been expressly required in writing by the party of the first part or his successor, the prices and quantities thereof having been first agreed upon by the contracting parties and approved by the Chief of Engineers.

### INSPECTION.

26. An Inspector will be appointed, who will inspect and measure all materials, and will have immediate oversight of the work. He will give it his entire attention, and see that it corresponds in every respect with the requirements of the specifications. In case of disagreement between the Contractor and Inspector about any part of the work, the decision of the Engineer in charge shall be final.

27. Any assistance or material needed by the Inspector in laying out the work, or in getting the necessary measurements, must be furnished by the Contractor without expense to the Government.

### PAYMENTS.

28. Payments will be made monthly upon material placed in the Pier, and accepted by the Inspector; but ten per cent. of the amount estimated to be due the Contractor will be reserved from each monthly payment, which reserved fund will not be paid him until the completion and final acceptance of the whole work.

### INSTRUCTIONS TO BIDDERS.

1. All proposals must be on the accompanying form, and must be in duplicate. Each proposal must also be accompanied by a guarantee, signed by two responsible persons, each of whom shall justify in the sum of one thousand dollars (\$1,000) that the bidder will, within ten days after being notified of the acceptance of his bid, enter into a contract in accordance with the terms and conditions of the advertisement, and will give bond, with good and sufficient sureties for the faithful and proper fulfillment of the same.

2. When a firm is a bidder, the member of the firm who signs the firm name to the proposal should state, in addition, the names of all the individuals composing the firm.

3. All prices must be written in words as well as in figures.

4. All signatures must have affixed to them seals of wax or wafer.

5. The contract which the bidders and guarantors promise to enter into shall be, in its general provisions, in the form adopted and in use by the Engineer Department of the Army, blank forms of which will be furnished to parties proposing to put in bids. Bidders are to be understood as accepting the terms and conditions contained in such form of contract.

6. Reasonable grounds for supposing that any bidder is interested in more than one bid will cause the rejection of all the bids in which he is interested.

7. The United States reserves the right to reject any and all bids; also to disregard the bid of any FAILING BIDDER OR CONTRACTOR, known as such to the Engineer Department.

8. The bidder must satisfy the United States of his ability to furnish the materials for which he bids.

9. Transfers of contracts, or of interests in contracts, are prohibited by law.

10. The duplicate proposals should be placed in an envelope, which should be sealed and indorsed "Proposals for Ice Pier in Great Kanawha River;" and no responsibility shall attach for a premature opening of any proposal not so indorsed. *If sent by mail*, the sealed proposals should be placed inside a second envelope directed to Lieut. Col. WM. E. MERRILL, Corps of Engineers, Custom House, Cincinnati, O.

11. A copy of this advertisement and specifications will be attached to the contract, and will form a part thereof.

12. No bidder will be informed, directly or indirectly, of the name of any person intending to bid or not to bid, or to whom information in respect to proposals may have been given.

13. Proposals must be prepared without assistance from any person belonging to, or employed in, the military service of the United States.

14. In accordance with law, all Government contracts must contain an express condition that no member of Congress, or delegate, shall be admitted to any share or part of such contract, or of the benefit arising therefrom.

15. Bidders are invited to be present at the opening of the bids.



# Proposal for Ice Pier.

.....1885.

LIEUT. COL. WM. E. MERRILL,  
CORPS OF ENGINEERS,  
CINCINNATI, OHIO.

Sir:

In accordance with your advertisement of August 25, 1885, inviting Proposals for the construction of an Ice Pier in the Great Kanawha River, and subject to the conditions and requirements thereof, and of your specifications of same date, copies of both of which are hereto attached, and, so far as they relate to this proposal, are made a part of it, we (or) I propose to furnish the material required and to construct the said Ice Pier at the following prices, so wit:

OAK TIMBER	for	<i>Twenty Nine dollars</i>	.....
			..... (\$ <i>29<sup>00</sup></i> ) per 1,000 feet B. M.
RIPRAP STONE	for	<i>Seventy Three and One Third Cents</i>	.....
			..... (\$ <i>0.73<sup>10</sup></i> ) per cubic yard.
DRIFT BOLTS	for	<i>Five Cents</i>	.....
			..... ( <i>05</i> cts.) per pound.

We (or) I make this proposal with a full knowledge of the kind, quantity, and quality of the articles required and, if it is accepted, will, within ten days after receiving written notice of such acceptance, enter into contract, with good and sufficient sureties, for the faithful performance thereof.

[Signature.] .....

[Address.] .....

In case of a firm add names of partners.

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# GUARANTEE.

WE, Porter Tucker Mahan, of New Cumberland, in the  
 State of West Virginia, and .....,  
 of ....., in the State of.....

hereby guarantee and bind ourselves and each of us, our and each of our heirs, executors, and administrators,  
 to the effect that if the bid of .....  
 herewith accompanying, dated....., 1885, for furnishing material and construct-  
 ing an Ice Pier in the Great Kanawha River, shall be accepted in whole or in part within sixty (60) days from the  
 date of the opening of proposals, the said bidder ,....., will,  
 within ten days after being notified of such acceptance, enter into a contract with the United States in accordance  
 with the terms and conditions of the advertisement, and will give bond with good and sufficient sureties for the  
 faithful and proper fulfillment of the same. And in case the said bidder shall fail to enter into contract  
 within the said ten days with the proper officer of the United States, and furnish good and sufficient bond for the  
 faithful performance of the same according to the terms of said bid and advertisement, we and each of us hereby  
 stipulate and guarantee, and bind ourselves and each of us, our and each of our heirs, executors and administrators,  
 to pay unto the United States the difference in money between the amount of the bid of the said bidder and the  
 amount for which the proper officer of the United States may contract with another party to furnish said  
 material and perform said work, if the latter amount be in excess of the former, for the whole period covered by  
 the proposal.

WITNESSES:

..... [SEAL.]  
 ..... [SEAL.]

DATED: ....., 1885.



JUSTIFICATION OF THE GUARANTORS.

STATE OF ..... }  
County of ..... } ss:

I, ....., one of the guarantors named in the within guarantee, do swear that I am pecuniarily worth the sum of one thousand dollars (\$1,000) over and above all my debts and liabilities.

[Signature of guarantor.] .....

Before me,  
Signature of officer administering oath, }  
with seal, if any. }

STATE OF ..... }  
County of ..... } ss:

I, ....., one of the guarantors named in the within guarantee, do swear that I am pecuniarily worth the sum of one thousand dollars (\$1,000) over and above all my debts and liabilities.

[Signature of guarantor.] .....

Before me,  
Signature of officer administering oath, }  
with seal, if any. }

CERTIFICATE.

I, ....., do hereby certify that ..... and ..... the guarantors above named, are personally known to me, and that, to the best of my knowledge and belief, each is pecuniarily worth, over and above all his debts and liabilities, the sum stated in the accompanying affidavit subscribed by him.

[Signature of certifying official.] .....

NOTE.—The certificate may be given separately as to each guarantor, and modified accordingly. It must be signed by a Judge of the United States Court, a United States District Attorney, or some other civil official of the United States.

No. ....

Proposal of

ICE PIER

IN GREAT KANAWHA RIVER.

At Point Pleasant, W. Va.

Opened Sept. 15, 1885.