

2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 16 JUL 2001	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) DACW66-01-B-0003
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

Department of the Army
 Memphis District, Corps of Engineers
 167 North Main Street, Rm B202 ATTN: CEMVM-CT
 Memphis, TN 38103-1894

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO. DACW66-01-B-0003
	✗	9B. DATED (SEE ITEM 11) 27 FEB 01
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED (SEE ITEM 13)
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.)
 This solicitation for Stone Dike Construction in the Mississippi River at Big Island, Desha County, Arkansas (Mississippi River Mile 599R AHP), scheduled to open 31 JUL 01 at 2:30 p.m., local time at place of bid opening (PLEASE SEE PARAGRAPH 1 BELOW), is amended as follows:

1. Section 00010, Page 00010-1, SF 1442, Block 13A. The date and hour specified for opening bids is RESCHEDULED to 25 JUL 01 at 2:30 p.m., local time at place of bid opening.
2. Section 00010, Page 00010-1, SF 1442, Block 11. The number of days the contractor shall begin performance within is changed to 5.
3. Section 00010, Page 00010-1, SF 1442, Block 12B. The number of days is changed to 5.

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
15C. DATE SIGNED	16C. DATE SIGNED
_____ (Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)

4. Section 00010, Pages 3 and 4, Supplies or Services and Prices/Costs are deleted in their entirety and the attached Pages 3 and 4, Supplies or Services and Prices/Costs are substituted therefor.
5. Section 00800, Page TOC-2. Add 1.40 "RIVER TRAFFIC MANAGEMENT" and 1.41 "PARTNERING".
6. Section 00800, Page 00800-1. Paragraph 1.1 is deleted in its entirety and the following is substituted therefor:

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984).

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 155 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

Unless otherwise directed by the Contracting Officer, the Contractor will be directed to cease all construction operations after construction of all weirs to a -40 LWRP elevation approximately 1 October 2001. This requirement is to minimize potential adverse impacts to the towing industry. The Contractor shall resume work approximately 1 January 2002 if river stages are favorable for construction. No time will be counted toward contract completion during this period of non-work.

7. Section 00800, Page 00800-9, Paragraph 1.17. At the end of the paragraph, insert the following sentence: "The Contact Pilot must be legally licensed to operate an uninspected towing vessel and also have a minimum of ten (10) years experience operating tows on the Mississippi River.
8. Section 00800, Page 00800-20. Add 1.40 "RIVER TRAFFIC MANAGEMENT" as follows:

1.40 RIVER TRAFFIC MANAGEMENT

The Contractor shall submit to the Contracting Officer as soon as possible following receipt of Notice of Award but not later than the Pre-construction conference, a river traffic management plan. This plan will attempt to minimize delays to the river traffic traveling upstream and downstream of the construction site on both the Mississippi River and the White River. The plan shall describe in detail all phases of the Contractor's proposed method of passing traffic at the site during construction operations and must be approved by the Contracting Officer prior to commencement of construction. The plan shall also include the method that will be used by the Contact Pilot to maximize the passage of queued tows during the 12-hour non-work period each day. Tows that are required by the Contact Pilot to stop between river miles 618 and 595 will be considered to be in the "queue". When the queue is estimated to be more than 12 hours (ie. cannot be cleared during the next anticipated open river period), the Contracting Officer may direct that the Contractor's construction operations be placed in standby until the queue is sufficiently reduced. The Government shall pay the Contractor the bid item amount for "Standby Time" for each hour of scheduled work delayed by this action. This is to accommodate river traffic only and is exclusive of other suspension of work considerations as described in Contract Clause 52.242-14 SUSPENSION OF WORK (APR 1984).

9. Section 00800, Page 00800-20. Add 1.41 "PARTNERING" as follows:

1.41 PARTNERING

Due to the importance of this project to the continued passage of navigation traffic on the Mississippi River, cooperation with the navigation industry is essential. In order to effectively and efficiently accomplish the work provided for in this contract, the government is encouraging formation of a cohesive, mutually beneficial partnership with the contractor, its subcontractors, and the towing industry. This partnership would strive to draw on strengths, skills, and knowledge of each organization to achieve a quality project done right the first time, within budget, safely, on schedule, and with minimal impact to the navigation industry. The focus of partnering is to build cooperative relationships, avoid or minimize disputes, and actively pursue the attainment of common goals by the contracting parties and major stakeholders (LOMRC, RIETF, and Arkansas Waterways Commission). Success will be dependent upon teamwork characterized by

open and effective communication, while always adhering to the highest of professional standards. The partnership would be bilateral in makeup and participation voluntary. Any cost associated with the effectuation of this partnership will be shared equally with no change in contract price

10. Page 01025-3, Paragraph 1.2.2, Unit Price Item. After Item (1) c. add the following:

(2) "Standby Time"

a. Measurement

Measurement for Standby Time will be measured by the hour to the nearest whole hour.

b. Payment.

Payment for Standby Time will be for the period that the Contracting Officer directs that the Contractor's construction operation be placed in standby for the passage of towboat traffic. The contract unit price shall include the contractor's costs for holding his attendant plant and crew on site until stone placement is resumed.

c. Unit of Measure: The unit of measure will be by the hour (HR)

11. Section 02100, Page 02100-1, Paragraph 1.4. Delete paragraph 1.4 in its entirety and substitute the following therefor:

"1.4 ORDER OF WORK

(1) Unless otherwise approved or directed by the Contracting Officer, the order of work shall be as follows:

a. Construct all weirs to a -40 LWRP beginning with Weir No. 7 and working upstream to Weir No. 1.

b. Raise all weirs to a -30 LWRP beginning with Weir No. 7 and working upstream to Weir No. 1

c. Raise all weirs to a -20 LWRP (grade and section) beginning with Weir No. 7 and working upstream to Weir No. 1."

(2) Unless otherwise directed by the Contracting Officer, the Contractor will be directed to cease all construction operations after construction of all weirs to a -40 LWRP elevation approximately 1 October 2001. This requirement is to minimize potential adverse impacts to the towing industry. The Contractor shall resume work approximately 1 January 2002 if river stages are favorable for construction. No time will be counted toward contract completion during this period of non-work.

12. PLEASE NOTE: When a subcontracting plan is required in accordance with Contract Clause "SMALL BUSINESS SUBCONTRACTING PLAN", FAR 52.219-9, ALTERNATE I, the plan is requested to be submitted with the bid.

SECTION 00010

SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	UNIT PRICE	ESTIMATED AMOUNT
0001	Stone Dike Construction in the Mississippi River at Big Island, Desha County, AR (Mile 599R)				
0001AA	MOBILIZATION AND DEMOBILIZATION	1	LS	xxxx	_____
0001AB	GRADED STONE A	1,390,000	TN	_____	_____
0001AC	STANDBY TIME	120	HR	_____	_____
TOTAL ITEM NOS. 0001AA THRU 0001AC					_____

NOTE 1: Bidders shall furnish unit prices for all items listed on the Schedule of bid items/subitems which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items, but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY ITEM/SUBITEM, HIS BID WILL BE DECLARED NONRESPONSIVE.

Award will be made as a whole to one bidder.

All quantities are estimated except where unit is given as "LS".

If a bid or modification to a bid based on unit prices is submitted and provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price, including lump sum units, in bid schedule must be stated, or, 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.

NOTE 2: Item No. 0001 has been subdivided into subitems. A bid for the work shall include a bid for each of these subitems. BIDDERS SHOULD REFER TO SECTION 00800, SPECIAL CONTRACT REQUIREMENTS, PARAGRAPH 1.6, BEFORE PREPARING THEIR BID FOR THESE ITEMS.

NOTE 3: Bidders are cautioned to read Contract Clause entitled "Required Central Contractor Registration" (252.204-7004) located in Section 00700.

PLEASE NOTE: When a subcontracting plan is required in accordance with Contract Clause "SMALL BUSINESS SUBCONTRACTING PLAN", FAR 52.219-9, ALTERNATE I, the plan is requested to be submitted with the bid.

TECHNICAL POC: DARIAN S. CHASTEEN 901-544-3218

Darian.S.Chasteen@mvm02.usace.army.mil

ADMINISTRATIVE POC: E. ANN TUCKER 901-544-0770

Elizabeth.A.Tucker@mvm02.usace.army.mil