

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	5
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 14-May-2004	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable) W912EQ-04-B-0015	
6. ISSUED BY US ARMY ENGINEER DISTRICT, MEMPHIS 167 N MAIN STREET B202 MEMPHIS TN 38103-1894	CODE W912EQ	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W912EQ-04-B-0015	
			X	9B. DATED (SEE ITEM 11) 20-Apr-2004	
				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 <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.					
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.) This solicitation is for Revetment Repairs, Dike Repairs, and Riprap Upper Bank Paving in the Ohio and Mississippi Rivers between Mound City, Illinois (Ohio River Mile 972) and Mouth of White River, Arkansas (Mississippi River Mile 599 AHP), scheduled to open at 2:30 p.m. 25 May 04 is amended as follows: 1. Section 00010 - Solicitation Contract Form, Page nine - Technical POC should be deleted in its entirety and replaced with the following: Darian Chasteen 901/544-3218 Darian.chasteen@mvm.usace.army.mil (CONTINUED ON NEXT PAGE)					
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 _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 14-May-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION SF30 - BLOCK 14 CONTINUATION PAGE
CONTINUATION PAGE SF 30

CONTRACT CLAUSES

2. The following contract clauses located in Section 00700 should be deleted in their entirety.

52.211-18	VARIATION IN ESTIMATED QUANTITY (APR 1984) (SEE SP 4)
52.214-29	ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)
52.216-19	ORDER LIMITATIONS (OCT 1995)
52.216-22	INDEFINITE QUANTITY (OCT 1995) (SEE 00800 - SP 19)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.233-1	DISPUTES (JUL 2002)
52.236-16 Alt I	QUANTITY SURVEYS (APR 1984) – ALTERNATE I (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003)
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)

3. The following contract clauses are added to Section 00700 by full text:

--52.203-6	COVENANT AGAINST CONTINGENT FEES (APR 1984)
--52.211-13	TIME EXTENSIONS (SEPT 2000)
--52.223-11	OZONE-DEPLETING SUBSTANCES (JUNE 1996)
--52.228-5	INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
--52.228-11	PLEDGES OF ASSETS (FEB 1992)
--52.236-16	QUANTITY SURVEYS (APR 1984)
--52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
--252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
--252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
--252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

4. Page 47 – Contract Clause 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) is deleted in its entirety and replaced with the following:

The Contractor shall be required to (a) commence work under this contract within (see item a. below), (b) prosecute the work diligently, and (c) complete the entire work ready for use not later

than (see item c. below). The time stated for completion shall include final cleanup of the premises.

a. Commencement. The Contractor shall be required to commence work on each parcel within 10 calendar days after the receipt of the first task order on each parcel, to prosecute the work diligently, and if required, to complete the work within the time specified in the task order. The time specified for completion of a task order, if time is specified on the task order, will be based on the following production rates: 700 tons per day for a revetment if stone is placed by a floating dragline and 400 tons per day if stone is hauled by truck; 1,000 tons per day for a dike if stone is placed by a floating dragline and 400 tons per day if stone is hauled by truck; and 2,000 tons per day for riprap upper bank paving placed by a floating dragline and assisted by another machine if needed to place the stone to top bank and 800 tons per day if stone is hauled by truck. It is expected that the first task order on Parcel I will be issued about 30 July 2004 and on Parcel II about 16 August 2004 or as soon thereafter as workable river stages permit.

b. Prosecution.

The Contractor shall prosecute the work diligently on both parcels simultaneously, which will require at least two separate sets of working plant/equipment. The rate of progress for this contract work will be governed to some extent by river stages and other conditions at the time of the work. The Government will make an inspection of the revetments and dikes prior to the commencement of work. Sudden rises in river stages are normal during the low-water construction season and may at times limit repair work to the upper part of a revetment or to the upper part of a dike bankhead. In such cases where part of the work is prevented due to high river stages, the Contracting Officer may direct the Contractor to return to these sites when river stages are more favorable and complete the unfinished work. If river stages are lower than they were when the survey was made and additional work is exposed, the Contractor will be required to perform such additional work as may become necessary. If the Contractor wishes to add equipment which would require an increase in the number of Government Quality Assurance Representatives, the Contractor must request the Contracting Officer's approval at least seven calendar days prior to the day equipment is to be used.

c. Completion. The Contractor shall complete the entire work ready for use not later than 30 June 2005. The time stated for completion shall include final cleanup of the premises. All work not in progress on 30 June 2005 will be canceled. If, on 30 June 2005, work is in progress on a task order(s), the Contractor will be allowed to complete the task order(s) within a reasonable time frame as determined by the Administrative Contracting Officer or the task order may be amended to accept the work in place. If all work specified in the task orders has been completed prior to 30 June 2005 and no notice has been given the Contractor that additional task orders are forthcoming, the remainder of Payment Items Nos. 0001AA and 0002AA, Mobilization and Demobilization, will be paid to the Contractor. If additional repairs become needed after the Contractor has been allowed to demobilize, details of this work and estimated quantities will be furnished the Contractor and he will be given the option of performing this work at the applicable contract unit prices. However, should the Contractor agree to do the work, he must satisfactorily complete the entire work if river stages permit. No additional payment for Mobilization and Demobilization will be made, but upstream and downstream

towing will be paid as specified in Section 00800 paragraph SP 1 "Order of Work" for the actual distance the plant and equipment must be towed as a result of the additional work.

(End of clause)

5. Page 48 – Contract Clause 52.211-12 - LIQUIDATED DAMAGES – CONSTRUCTION (SEP 2000) paragraph (a) should be deleted in its entirety and replaced with the following:

If the Contractor fails to complete the work within the time specified in the task order, the Contractor shall pay liquidated damages to the Government in the amount of **\$940.00 for Parcel I or \$860.00 for Parcel II** for each calendar day of delay until the work is completed or accepted.

6. Page 52 – Contract Clause 52.216-18 – ORDERING (OCT 1995) should be deleted in its entirety and replaced with the following:

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the "Minimum/Maximum Contract and Task Order Amounts" - Section 00800 – SP 20. Such task orders may be issued from date of the contract award through 30 June 2005.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunication, only if authorized in the "Minimum/Maximum Contract and Task Order Amount", Section 00800 – SP 20. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the "Minimum/Maximum Contract and Task Order Amount" located in section 00800, SP 20.

(End of clause)

7. Page 53 – Contract Clause 52.216-22 INDEFINITE QUANTITY (OCT 1995). Delete clause in its entirety and see Section 00800 Special Contract Requirements – SP 19.

8. Page 145 – Section 00800 - SP 4. Delete in its entirety and replace with the following:

SP 4. VARIATION IN ESTIMATED QUANTITIES-SUBDIVIDED ITEMS. This his clause is applicable only to Item Nos. 0001 and 0002.

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. If the variation in the quantity of work performed under the second sub-item or any subsequent sub-item under Items Nos. 0001 or 0002 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 specified production rate in Section 00700 – Contract Clause 52.211-10, paragraph a. Commencement.

9. Page 153 - Section 00800 - SP 19. INDEFINITE QUANTITY. Delete in its entirety and replace with the following:

SP 19. INDEFINITE QUANTITY

a. This is an indefinite-quantity contract for the supplies or services specified, and effective until 30 June 2005. The quantities of supplies and services specified in the Bidding Schedule are estimates only and are not purchased by this contract.

b. Delivery or performance shall be made only as authorized by task orders issued in accordance with the “Ordering” clause. The Contractor shall furnish to the government, when and if ordered, the supplies or services specified in the Bidding Schedule up to and including the quantity designated in the “Minimum/Maximum Contract and Task Order Amounts” (SP 20 of Special Contract Requirements) as the “maximum”. The Government shall order at least the quantity of supplies or services designated in the “Minimum/Maximum Contract and Task Order Amounts” (SP 20 of Special Contract Requirements) as the “minimum”.

c. Except for any limitations on quantities in the “Order Limitations” clause or in the “Minimum/Maximum Contract and Task Order Amounts”, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 June 2005.