

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 26 June 2001	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) DACA61-01-B-0001	
6. ISSUED BY US Army Corps of Engineers, Philadelphia Wanamaker Building 100 Penn Square East Contracts Branch, Rm 643 Philadelphia, Pennsylvania 19107-3390	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. DACA61-01-B-0001	
			<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 26 June 2001	
			10A. MODIFICATION OF CONTRACTS/ORDER NO.	
			<input checked="" type="checkbox"/> 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 _____ 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)

Construct/Repair Taxiways, Air National Guard, McGuire Air Force Base, Wrightstown, New Jersey

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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.)

- a. SECTION 00010: SF1442 AND BIDDING SCHEDULE: Please delete pages 00010-1 thru 00010-3 in their entirety and substitute revised pages 00010-1 thru 00010-3 annotated Amendment No. 0001 attached hereto.
- b. SECTION 00700: CONTRACT CLAUSES: Please delete page 00700-90 in its entirety and substitute with revised page 00700-90 annotated Amendment No. 0001 attached hereto.
- c. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER AND AWARD) as Amendment Number 0001. Failure to acknowledge the amendment may be cause for rejection of the bid.

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)	

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. DACA61-01-B-0001	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 26 June 2001	PAGE OF PAGES
		IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. DACA61-01-B-0001	
7. ISSUED BY US Army Corps of Engineers, Philadelphia Wanamaker Building 100 Penn Square East Contracts Branch, Rm 643 Philadelphia, Pennsylvania 19107-3390		CODE DACA61	8. ADDRESS OFFER TO See Item 7		
9. FOR INFORMATION CALL: 		A. NAME Jennifer McGivern		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (215) 656-6773	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Project Title: Construct/Repair Taxiways, Air National Guard (ANG) Aircraft Parking Area, McGuire AFB, NJ

Issue Date: 26 June 2001

Bid Opening Date: 31 July 2001, 11:00 am

Site Inspection: Site Inspection will be conducted on 10 July 2001 beginning at 10:00 a.m. from the New York District McGuire Resident Office, 2404 Tuskegee Airman Avenue, McGuire AFB, NJ. All those planning to attend should contact Ms. Madonna Camishion at (609) 754-8141 no later than 06 July 2001.

While funds are not presently available within Air Mobility Command to fund this project, we anticipate funds will become available by 16 Nov 01. If current fiscal year (FY 01) funds become available, contract award will be made no later than 30 Sep 01. If FY 01 funds are not available, this project will be funded with FY 02 funds. We expect to have FY 02 funding by 16 Nov 01.

THIS ACQUISITION IS UNRESTRICTED.

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>270</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>00800, SC-1</u> .)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1100</u> (hour) local time <u>31 July 2001</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>160</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>	15. TELEPHONE NO. <i>(Include area code)</i>
	16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
--	----------------	-----------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
------------	---------------------------------------

24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 Copies unless otherwise specified)</i>		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C 2304(c) () <input type="checkbox"/> 41 U.S.C 253(c) ()
---	--	--

26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY
---	-----------------------------

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
---	--

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>
---	---

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE
----------------	-----------	-------------------------------------	-----------------

BID SCHEDULE
 (To be attached to SF 1442)

Bid Item No.	Description	Estimated Qty	Unit	Unit Price	Estimated Amount
<u>BASE BID:</u>					
0001	Taxiway Y Construction	1	JOB	LS	*\$
0002	Taxiway H Pavement Replacement	1	JOB	LS	\$
0003	Taxiway L Pavement Replacement	1	JOB	LS	\$
0004	Taxiway L Joint Installation	1200	LF	\$	\$
0005	Removal and Replacement of Unstable Material	200	CY	\$	\$
<u>TOTAL ESTIMATED BASE BID AMOUNT:</u>					\$
<u>OPTION:</u>					
0006	Taxiway Y Edge and Exit Lights	1	JOB	LS	\$
<u>TOTAL ESTIMATED OPTION AMOUNT:</u>					\$
<u>TOTAL ESTIMATED BASE BID AND OPTION AMOUNTS:</u>					\$

NOTE: Bidders must bid on all items.

* Base Bid Line Item No. 0001 Taxiway Y Construction funds are limited to \$500,000.00 (including cost of Corps of Engineers Supervision & Administration). If, during construction, it becomes apparent that the funded cost of the OMA project will exceed the statutory \$500,000.00 limit, work must be stopped until new funds are authorized. See Section 00700, Contract Clause 52.242-14 Suspension of Work (April 1984).

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

- (1) In all subcontracts under this contract, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommercial items; or
 - (ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

Prepare value engineering change proposals, for submission pursuant to the value engineering clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

(End of clause)

*52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. (End of clause) *

(End of section)