

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 13 July 2000	4. REQUISITION/PURCHASE REQ. NO. W25PHS-9333-8153	5. PROJECT NO. (If applicable)	
6. ISSUED BY USACE, Philadelphia (CENAP-CT-C) POC: David Dilks 100 Penn Square East, Wanamaker Building 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)			(√)	9A. AMENDMENT OF SOLICITATION NO. DACW61-00-B-0005, Amendment 0002
			×	9B. DATED (SEE ITEM 11) 30 June 2000
				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 _____ 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)

Rehabilitation of Wilmington Harbor South Jetty, Wilmington, Delaware

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.)

Please indicate receipt of this Clarification to Amendment 0002 on Standard Form 1442 (Solicitation, Offer, and Award) as Amendment Number 0003. Failure to acknowledge all Amendments may be cause for rejection of the bid.

THIS AMENDMENT DOES NOT EXTEND THE 18 JULY 2000, 2:00 PM BID OPENING DATE.

(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)	
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)	

14. DESCRIPTION OF AMENDMENT

- a. GENERAL: All pages included in this amendment but not referred to below have been included for the purpose of providing the opposite sides of the amended sheets.

- b. SPECIFICATIONS:
 - (1) SECTION 01010: Please delete page 01010-3 and substitute new page 01010-3, annotated Amendment No. 0003 and attached hereto.

- c. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) as Amendment 0003. Failure to acknowledge all amendments may be cause for rejection of the bid.

For scheduling purposes on this project, the 7-day work week shall be designated as Monday through Sunday. On each Friday before the start of the new week, representatives of the Government, Diamond State Port Corporation, Delaware Terminal and the Contractor shall meet to set the 5-day (10 contiguous hours per day) work schedule for the following week. At each meeting, the Contractor shall first set the 10-hour work day window for each of the 7 days in the upcoming work week. The Contracting Officer will then determine which two (2) consecutive 24-hour days out of the 7 day work week it wants to resume and carry on port operations. This will set the 5-day (10 hour per day) work schedule for the upcoming week. By noon of the day before the designated 2-day period, the Contracting Officer, after consultation with Diamond State Port Corporation and Delaware Terminal Representatives, will notify the Contractor of the intent not to use the consecutive days. This will allow the Contractor the option of working on these two days.

At the weekly meeting, the Contractor may request up to one day during the upcoming week when specific work activities will not be interrupted. These work activities shall be limited to the placing of cast-in-place concrete associated with Bid Item 14, "Installation of Articulating Concrete Revetment" and Bid Item 20, "Concrete for Cofferdams and Encasements." If the day scheduled for limited interruption is not required, the Contractor shall notify the Contracting Officer at least 24 hours in advance of the scheduled workday. Failure to notify the Contracting Officer on more than two occasions shall result in forfeiture of this privilege. Rescheduling of the limited interruption day shall not be allowed until the following work week for any reason, including weather.

1.5.3 Daily Movement of Plant

At the end of each scheduled work day, the Contractor shall demobilize all of his plant, equipment, and materials for the East Section, Central Section, and West Section, to the Laydown Area and/or Berthing Area for Daily Mobilization and Demobilization. At the start of work the following day the Contractor may remobilize their plant, equipment, and materials back to the East Section, Central Section, or West Section to begin work for that day. The Berthing Area for Daily Mobilization/Demob is located within the Port of Wilmington property along the Christina River. The exact location for the Berthing Area within the Port will be determined by the Contracting Officer during the weekly meeting described in Section 01010, Paragraph 1.5.2. The location for the Berthing Area may vary from day to day to accommodate Port operations. The Berthing Area shall be utilized for non-work hour/day storage of plant, equipment, and materials only.

1.5.4 Interruptions of Work

During the execution of this contract, the Contractor's scheduled work hours may be interrupted by the Port of Wilmington, Delaware Terminal Company and/or the Government. The Contractor shall allow for one 15-minute interruption per scheduled work day. At least 4 hours prior to any interruptions, the Contractor shall be notified by the Contracting Officer of any scheduled downtime for that day, including the one 15-minute interruption allowed, within a corresponding one-hour window for this delay. The Contractor's work activities may be interrupted as indicated in the following subsections.

1.5.4.1 Shutdown of Hot Works Activities

Delaware Terminal requires that a 6-foot easement be maintained between product pipelines and any hot works being conducted when the pipelines are in use and for 15 minutes following use. In the event that it is necessary for Delaware Terminal to shut down hot works by the Contractor during the

Contractor's scheduled work hours, the Contractor shall be notified as indicated in Section 1.5.4 of the times during which the Contractor shall not be permitted to perform hot work.

1.5.4.2 Complete Shutdown of Work Activities

The Contractor shall be prepared to stop all work activities to allow for the docking, fueling, and/or departure of barges at the jetty, the loading/unloading of ships at the Port, or surveying of the project area as part of ongoing dredging of the Wilmington Harbor. In the event that it is necessary to completely shutdown work activities during the Contractor's scheduled work hours, the Contractor shall be notified as indicated in Section 1.5.4. For each scheduled work day where the Contractor loses five or more hours due to the complete shutdown of work activities, the Contract Time will be extended by one work day.

1.6 PRE-BID MEETING AND SITE VISIT

Prospective bidders are invited to attend a pre-bid meeting and site visit to be held at 9:00 a.m. on Tuesday, 20 June 2000 in the main conference room (2nd floor) of the Diamond State Port Corporation's Robert S. Senseny Building. The Senseny Building is a blue building located on the right after entering through the Port's main gate. The purpose of the meeting is to acquaint bidders with the project and site, and any potential problems incident to the prosecution of work. If additional information is required, please contact Mr. Dwight Pakan at 215-656-6785.

Bidders may arrange an unaccompanied visit to the site after the date of the pre-bid meeting and site visit, by contacting Mr. John Reece, P.E., Port Engineer, Diamond State Port Corporation, at (302) 472-7829.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 MEASUREMENT AND PAYMENT

3.1.1 Project Mobilization and Demobilization

There will be no measurement for project mobilization and demobilization. All costs in connection with mobilization and demobilization, including but not limited to, daily mobilization and demobilization of plant and equipment to the jetty, tug boat services, fees and tariffs imposed by the Port of Wilmington for use of its facilities, and up to 15 minutes of delay per scheduled work day as defined in Section 1.5.4, shall be included in the Contract Lump Sum Price for Bid Item No. 1, "Project Mobilization and Demobilization." Payment shall include full compensation to the Contractor for all costs associated with the project mobilization and demobilization. The Contract Lump Sum Price for this item shall be limited to ten percent of the total Contract Price. Forty percent of the lump sum price for this item shall be paid following mobilization to Phase 1, fifteen percent following mobilization to Phase 2, fifteen percent following mobilization to Phase 3, and the remaining thirty percent shall be paid upon completion of the Work, including fulfillment of all submittal requirements.

3.1.2 Time Lost Due to Hot Works Shut Down

Time lost due to shut down of hot works by Delaware Terminal during