

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 10-Aug-2000	4. REQUISITION/PURCHASE REQ. NO. W25PHS01816143	5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA WANAMAKER BUILDING, ROOM 643 100 PENN SQUARE EAST PHILADELPHIA, PENNSYLVANIA 19107-3390	CODE E5P0000	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. DACW61-00-B-0030	(<input checked="" type="checkbox"/>) 9B. DATED (SEE ITEM 11) 19-Jul-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 0 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)

SLUCEWAY RESTORATION & N. BREAKWATER CONST. AT PEA PATCH ISLAND, FT. DELAWARE STATE PARK, DE

**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.
	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 AMENDMENT DOES NOT EXTEND THE BID OPENING DATE OF AUGUST 22, 2000 AT 11:00 A.M.

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 (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

14. DESCRIPTION OF AMENDMENT (continued)

a. SF 1442 AND BIDDING SCHEDULE: Section 00010, Page 3 – Please delete page 00010-3, the Bid Schedule, in its entirety and substitute the new page of the same number, annotated Amendment No. 0001, attached hereto.

b. SECTION 00700 - CONTRACT CLAUSES:

(1) Page 00700-9 – Please delete Contract Clause 55.204-4 in its entirety and substitute the following:

“52.204-4 Printed or Copied Double-Sided on Recycled Paper (August 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper. Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.”

(2) Page 00700-13 – Please insert the following, Contract Clause 52.217-5, before Contract Clause 52.217-7 on this page:

“52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).”

14. DESCRIPTION OF AMENDMENT (continued)

c. SPECIFICATIONS:

(1) SECTION 01010 – SUMMARY OF WORK: Please delete subparagraph “d.” under paragraph 1.1 in its entirety.

(2) SECTION 01430 - ENVIRONMENTAL PROTECTION: Please make the following pen-and-ink changes to this section:

a. Please delete subparagraph 3.2.2 in its entirety.

b. Paragraph 3.7 entitled MEASUREMENT AND PAYMENT: Please delete reference to “relocation of the architectural stones.”

(3) SECTION 02200 – SLUICeway RESTORATION: Please delete page number “Section 02200 Page 2” in its entirety and substitute the new pages “Section 02200 Page 2” and “Section 02200 Page 3”, annotated Amendment No. 0001, attached hereto.

(4) SECTION 02215 – GEOTEXTILE: Paragraph 3.4 entitled MEASUREMENT AND PAYMENT – Please delete the second sentence and substitute the following:

“Payment will be made at the contract unit prices for Base Bid Item No. 7, “Geotextile,” and, Option Bid Item No. 12, “Geotextile.””

(5) SECTION 02220 – BREAKWATER:

a. Please insert the following paragraph:

“2.1.4 Color and Texture

All stone shall be similar in color and texture to the existing stone on the recently completed breakwater located south of the contract work area.”

b. Please delete paragraph 3.4 in its entirety.

c. Please delete page number “Section 02220 Page 7” in its entirety and substitute the new page of the same number, annotated Amendment No. 0001, attached hereto.

d. CONTRACT DRAWINGS: Please make the following pen-and-ink changes to Drawing No. 58716, Sheet 2 –

(1) Clarification: The swale pond shown is not included in this contract.

(2) Please add the following to Note 1.B – “Excavate existing material within the tunnel between the sluiceway and moat liftgate structure to elevation +1.0. Excavate existing material within the liftgate structure to elevation +1.0. Remove silt and/or debris from within the existing eight (8) inch and thirty (30) inch diameter pipes between the moat liftgate structure and moat wall. In the performance of this work, exercise extreme care not to destabilize the structures.”

(3) Longitudinal Section of Southern Sluiceway: Please make the following pen-and-ink changes to this detail:

a. Please change the last sentence in the note on left side of detail to read : “All debris shall be removed and disposed from the site by the contractor.”

b. Please change the note, at the top of this detail, that points to the timber frame to read: “New 4” x4” CCA treated oak timber frame.”

e. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) Amendment No.0001. Failure to acknowledge all amendments may be cause for rejection of the bid.

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BID SCHEDULE
 (To be attached to SF 1442)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
<u>BASE BID:</u>					
1	Mobilization and Preparatory Work	-----	Job	L.S.	\$
2	Unexploded Ordnance (UXO) Construction Support	-----	Job	L.S.	\$
3	Sluiceway Restoration	---	Job	L.S.	\$
4	Armor Stone	1,510	Ton	\$	\$
5	Underlay Stone	510	Ton	\$	\$
6	Bedding and Core Stone	970	Ton	\$	\$
7	Geotextile	780	S.Y.	\$	\$
TOTAL ESTIMATED BASE BID AMOUNT:					\$ _____

OPTION:

8	Unexploded Ordnance (UXO) Construction Support	-----	Job	L.S.	\$
9	Armor Stone	7,250	Ton	\$	\$
10	Underlay Stone	2,470	Ton	\$	\$
11	Bedding and Core Stone	4,645	Ton	\$	\$
12	Geotextile	3,720	S.Y.	\$	\$
TOTAL ESTIMATED OPTION:					\$ _____
TOTAL ESTIMATED BASE BID AND OPTION:					\$ _____

NOTE: The Contractor must bid on all items.

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grade.

b. Removal of shoring and bracing and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of footings, or remove it in a manner to prevent settlement of the structure or utilities.

c. Removal of trash and debris.

Should any work be backfilled prior to approval, it shall be re-excavated for inspection and re-backfilled after approval, at no additional cost to the Government.

3.6 COMPACTION

Place and compact approved on-site materials in lifts of eight (8) inches or less to required subgrade elevations.

3.7 MEASUREMENT AND PAYMENT

3.7.1 Mobilization and Preparatory Work

The work specified in this section for mobilization and preparatory work including transportation of barges, equipment and materials to the island, will not be measured for payment. All costs in connection therewith shall be included in the contract lump sum price for Base Bid Item No. 1, "Mobilization and Preparatory Work."

3.7.1.1 Submission of Actual Expenditures

The Contractor shall submit to the Contracting Officer certified, receipted bills for the following: accounts of the actual payments made by him for construction plant exceeding \$25,000 in value per unit, specifically acquired for the execution of the work; and, for the transportation of all plant, equipment, and materials to the site (but not the cost of the those items).

Payments for mobilization and preparatory work will be deducted from the contract lump sum price for this item until the total amount thus charged to this item reduces the item to zero, after which no further payments will be made under this item. If the total of such payments made does not reduce this item to zero, the balance will be paid to the Contractor in the final payment under the contract.

3.7.2 Sluiceway Restoration

The work specified in this section for sluiceway restoration will not be measured for payment. All costs in connection therewith, except for the breakwater at the end of the sluiceway, shall be included in the lump sum price for Base Bid Item No. 3 "Sluiceway Restoration."

3.7.3 Armor Stone

The work specified for the armor stone, for the breakwater at the end of the sluiceway, will be measured for payment by the number of tons (2,000 lbs.) of material satisfactorily placed and accepted. Quantity of stone will be measured from certified weigh tickets. Deductions from those quantities will be made for rejected material. Payment will be made at the contract unit price for Base Bid Item No. 4, "Armor Stone". Payment for

this bid item shall include the labor, equipment, and materials required to place the armor stone and any required material testing.

3.7.4 Underlayer Stone

The work specified in this section for the underlayer stone, for the breakwater at the end of the sluiceway, will be measured for payment by the number of tons (2,000 lbs.) of material satisfactorily placed and accepted. Quantity of stone will be measured from certified weigh tickets. Deductions from those quantities will be made for rejected material. Payment will be made at the contract unit price for Base Bid Item No. 5, "Underlayer Stone". Payment for this bid item shall include the labor, equipment, and materials required to place the underlayer stone and any required material testing.

3.7.5 Bedding and Core Stone

The work specified in this section for the bedding and core stone, for the breakwater at the end of the sluiceway, will be measured for payment by the number of tons (2,000 lbs.) of material satisfactorily placed and accepted. Quantity of stone will be measured from certified weigh tickets. Deductions from those quantities will be made for rejected material. Payment will be made at the contract unit price for Base Bid Item No. 6, "Bedding and Core Stone". Payment for this bid item shall include the labor, equipment, and materials required to place the bedding and core stone and any required material testing.

-- End of Section --

3.9.1 Armor Stone

The work specified in this section for the armor stone will be measured for payment by the number of tons (2,000 lbs.) of material satisfactorily placed and accepted. Quantity of stone will be measured from certified weigh tickets. Deductions from those quantities will be made for rejected material. Payment will be made at the contract unit price for Option Bid Item No. **9**, "Armor Stone". Payment for this bid item shall include the labor, equipment, and materials required to place the armor stone and any required material testing.

3.9.2 Underlayer Stone

The work specified in this section for the underlayer stone will be measured for payment by the number of tons (2,000 lbs.) of material satisfactorily placed and accepted. Quantity of stone will be measured from certified weigh tickets. Deductions from those quantities will be made for rejected material. Payment will be made at the contract unit price for Option Bid Item No. **10**, "Underlayer Stone". Payment for this bid item shall include the labor, equipment, and materials required to place the underlayer stone and any required material testing.

3.9.3 Bedding and Core Stone

The work specified in this section for the bedding and core stone will be measured for payment by the number of tons (2,000 lbs.) of material satisfactorily placed and accepted. Quantity of stone will be measured from certified weigh tickets. Deductions from those quantities will be made for rejected material. Payment will be made at the contract unit price for Option Bid Item No. **11**, "Bedding and Core Stone". Payment for this bid item shall include the labor, equipment, and materials required to place the bedding and core stone and any required material testing.

-- End of Section --