

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 9901	3. EFFECTIVE DATE 29-Aug-2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY (CODE) DACW61 US ARMY ENGINEER DISTRICT, PHILADELPHIA WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA, PA 19107-3390		7. ADMINISTERED BY (If other than item 6) (CODE) See Item 6	

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-0034
	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 16-Aug-2000
	10A. MOD. OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)
9. OFFICE	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 Offer 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 document; (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 THE 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.

2. ACCOUNTING AND APPROPRIATION DATA (If required)
Rehabilitation of Water Quality Control Gates, Beltzville Dam and Reservoir

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)

3. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
THE DATE AND TIME SET FOR BID OPENING REMAINS UNCHANGED.

The above numbered solicitation is amended to incorporate Clause 52.232-5002, Continuing Contracts (Alternate) as shown on the attached page numbered 00700-79a.

All other information remains the same.

Bidders should acknowledge this Amendment by annotating block 19 of Standard Form 1442. Failure to acknowledge an amendment may require 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.

5A. NAME AND TITLE OF SIGNER (Type or print)		14A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
5B. CONTRACTOR OFFICER	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED 29-Aug-2000
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

52.232-5002 Continuing Contracts (ALTERNATE) (MAR 1995) – EFARS

- (a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$100,000.00 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent upon the reservation of additional funds.
- (b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.
- (c) The Government may at any time reserve additional funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.
- (d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be need to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45, nor more than 60 days, prior to the estimated date of exhaustion.
- (e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If, and when, sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, or as in effect on the first day of the delay in such payment.
- (f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.
- (g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable exhaustion of funds.
- (h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for convenience of the Government.
- (i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due, the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.
- (j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.