

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 30-JUL-2004	4. REQUISITION/PURCHASE REQ. NO. W25PHS-4015-6401	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE W912BU	7. ADMINISTERED BY (If other than Item 6) CODE E5CTCSGF		
US ARMY ENGINEER DISTRICT, PHILADELPHIA WANAMAKER BUILDING, ROOM 643 100 PENN SQUARE EAST PHILADELPHIA, PA 19107-3390		US ARMY ENGINEER DISTRICT, PHILADELPHIA POC: SANDI FLETCHER WANAMAKER BUILDING, ROOM 643 100 PENN SQUARE EAST PHILADELPHIA, PA 19107-3390	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(√) 9A. AMENDMENT OF SOLICITATION NO. W912BU-04-B-0004
	X 9B. DATED (SEE ITEM 11) 9-JUL-2004
	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)
NORTH SHORELINE PROTECTION, PEA PATCH ISLAND, DELAWARE RIVER, PHILA TO THE SEA, PA, DE, & NJ

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.)

THIS AMENDMENT DOES NOT EXTEND THE 10 AUGUST 2004 BID OPENING DATE AT 2:00 PM

(CONTINUED)

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)	

SF 30 CONTINUATION SHEET

14. DESCRIPTION OF AMENDMENT (continued)

a. SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS:

(1) SECTION 00815 - WAGE RATES - Please delete section 00815 (3 pages) in its entirety and substitute revised section 00815 (4 pages), annotated Amendment No. 0001, attached hereto.

b. TECHNICAL SPECIFICATIONS:

NOTE: The following sections were amended. For simplicity, the complete section is being reissued to enable complete substitution/insertion of the section in existing hard copies. To make detection of changes easier, only those pages with changes on them are annotated with "Amendment No. 0001" in the upper right corner. In addition, changes on a page are highlighted in ***bold italics***.

(1) Section 02080 - DREDGING: Please delete section 02080 (4 pages) in its entirety and substitute revised section 02080 (4 pages) of the same number, annotated Amendment No. 0001, attached hereto.

c. CONTRACT DRAWINGS: Drawing No. 62032 - Please delete Drawing Number 62032, "BREAKWATER PLAN AND TYPICAL SECTION", in its entirety and substitute the revised sheet of the same Drawing Number, with a revision date of 30 Jul 2004, attached hereto.

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

General Decision Number: DE030005 04/16/2004

General Decision Number: DE030005 04/16/2004
 Superseded General Decision Number: DE020005
 State: Delaware
 Construction Types: Heavy
 Counties: Kent and New Castle Counties in Delaware.
HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	10/31/2003
2	02/20/2004
3	04/16/2004

BOIL0013-008 08/30/2002

NEW CASTLE COUNTY:

	Rates	Fringes
Boilermaker.....	\$ 31.13	14.84

BOIL0193-005 10/01/2003

KENT COUNTY:

	Rates	Fringes
Boilermaker.....	\$ 30.17	14.29

CARP0626-002 05/01/2003

	Rates	Fringes
Carpenter (Including Formsetting and Scaffold Building).....	\$ 27.37	10.27

CARP1545-002 11/01/2003

	Rates	Fringes
Millwright.....	\$ 29.41	16.79

ENGI0542-006 05/01/2003

	Rates	Fringes
Power equipment operators:		
Backhoes.....	\$ 23.35	13.21+A
Bulldozers.....	\$ 23.35	13.21+A
Conveyor Loaders (Euclid-Type Wheel).....	\$ 23.35	13.21+A
Forklifts.....	\$ 23.35	13.21+A
Front-End Loaders.....	\$ 23.35	13.21+A

High Rail/Burro Crane.....	\$ 23.69	13.32+A
Pavers 21E and over.....	\$ 23.35	13.21+A
Rail Loaders(Winch Boom Type).....	\$ 23.69	13.32+A
Rail/Road Loaders.....	\$ 23.35	13.21+A
Rollers (High Grade Finishing).....	\$ 23.35	13.21+A
Rollers.....	\$ 21.23	12.50+A
Tower Type Crane Operation, Erecting, Dismantling, Jumping, or Jacking.....	\$ 23.35	13.21+A

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christams Day, and Election Day -- provided the employee works the scheduled work day before and after the holiday.

 IRON0451-002 07/01/2003

	Rates	Fringes
Ironworkers:		
Structural.....	\$ 26.10	15.55

 SUDE2002-004 07/30/2002

	Rates	Fringes
Cement Mason/Finisher.....	\$ 18.20	2.88
Laborer		
Unskilled.....	\$ 13.17	3.19
Power Equipment Operator		
Pavers.....	\$ 19.61	4.44
Truck Driver		
Dump.....	\$ 14.73	1.43

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

 In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION 02080

UNEXPLODED ORDNANCE (UXO) CONSTRUCTION SUPPORT

PART 1 GENERAL

1.1 SUMMARY OF WORK

Unexploded ordnance (UXO) has been found on the Southeast portion of Pea Patch Island in the past. The probability of encountering UXO in the specific portion of the island where this contract work will occur is low. However, the following precautions and procedures shall be required under this contract in order to protect the Contractor, his workers, and the public.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

US ARMY CORPS OF ENGINEERS (COE)

OECX

**(22 May 2000) Interim Guidance Document,
Basic Safety Concepts and Considerations
for Ordnance and Explosives**

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

UXO Operations Plan; G DO.

The Contractor shall prepare a UXO operational plan, detailing procedures for UXO discovery and personnel UXO briefings, detailing procedures if UXO removal/disposal activities become necessary. The plan shall include those items specified herein.

Supplement to Safety Plan; G DO.

The Contractor shall prepare a supplement to his Safety Plan addressing the UXO hazards specified herein.

Explosive Management Plan; G DO.

The contractor shall prepare an explosives management plan. The plan shall include those items specified herein and shall be for implementation should UXO removal/disposal activities become necessary.

Resumes; G DO.

The Contractor shall submit resumes for all UXO personnel documenting their qualifications and experience.

OE Report; G DO.

The Contractor shall prepare and submit an UXO clearance report documenting the location and type of UXO discovered, destroyed, or otherwise disposed of, if necessary. The report shall be submitted within 14 days after completion of the field work.

1.4 QUALIFICATIONS

1.4.1 UXO Team

The contractor shall provide a two person UXO team to provide on-site support during all intrusive construction activities. **Activities including, but not limited to, grubbing, scraping, or excavation will require the presence of the team.** The team shall consist of a UXO Supervisor and UXO Specialist.

Only UXO qualified personnel shall be involved in UXO procedures. All personnel engaged in UXO procedures shall be thoroughly trained in explosives safety and be capable of recognizing hazardous explosives exposures. Only personnel who have graduated from the U.S. Army Bomb Disposal School, Aberdeen Proving Ground, MD or the U. S. Naval EOD School, Indian Head, MD are authorized to handle and perform UXO procedures.

1.4.1.1 UXO Supervisor

The UXO Supervisor shall have direct responsibility and final authority for all UXO operations conducted by the team. In addition to the qualifications outlined above, the UXO Supervisor shall have at least 10 years combined active duty military EOD and contractor UXO experience.

1.5 UXO OPERATIONS AND PROCEDURES

All UXO operations shall comply with OECX, Interim Guidance Document, Basic Safety Concepts and Considerations for Ordnance and Explosives Operations, Revised 22 May 2000. If UXO is discovered the Contracting Officer (CO) shall be notified and the CO will request EOD support. If UXO are continually found, a UXO clearance must precede the construction activities.

1.6 LOCAL EXPLOSIVE ORDNANCE DIVISION (EOD) SUPPORT

The probability of encountering UXO in the specific portion of the island where this contract work will occur is low. Consequently, in the unlikely case that UXO is detected, the Contracting Officer may direct the local Army Explosive Ordnance Division (EOD) to dispose of UXO, or, the Contracting Officer may direct the disposal be done under this contract per the contract clause: DIFFERING SITE CONDITIONS.

The local EOD may be utilized to dispose of the UXOs if there are only small quantities of UXO's (one or two) found during construction. The Contracting Officer may contact the following local EOD for support as specified herein:

1LT Robert Cope
Commander, 744th Ord Co (EOD)

Building 68
Remount Road
Fort Meade, MD 20755
CIV: (301) 677-2471 (day)
(301) 677-2466 (24 hrs emergency)
FAX: (301) 677-2490

The estimated response time by this EOD company to Pea Patch Island is approximately 3.5 hours. The time to properly dispose of the UXO is variable.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor's UXO team shall provide explosive ordnance recognition, location, safety and education functions for the contractor. ***In addition, the team shall develop the Contractor's UXO operation plan, explosive management plan, supplement to his safety plan, and shall prepare all reports related to UXO. The Contractor shall stop work immediately upon notification by the UXO team of the presence of UXO.*** In the unlikely case that UXO is detected, the Contracting Officer may direct the local Army Explosive Ordnance Division (EOD) to dispose of UXO, or, the Contracting Officer may direct the disposal be done under this contract per the contract clause: DIFFERING SITE CONDITIONS.

3.2 WORKER EDUCATION

The Contractor's UXO team shall be responsible for educating the Contractor's workers in the precautions to be taken when working in and around areas with the potential for UXO. This education shall be provided prior to the start of work on site. The UXO team shall provide daily oversight of the Contractor's workers and work for the safe execution of this contract.

3.3 GEOPHYSICAL INSTRUMENTATION

The UXO team will examine by geophysical instrument and other appropriate means the surface and subsurface area of all sites where intrusive activities are to take place. The UXO team shall use a geophysical instrument capable of detecting a 37mm projectile at a depth of six (6) inches, a 3 inch projectile at a depth of one (1) feet and a 5 inch projectile at a depth of two (2) feet. The geophysical instrument shall be tested daily to ensure it is operating properly. The test shall consist of planting inert items or similar-in-size ferrous objects at six (6) inches, one (1) foot, and two (2) feet, and determining the standard indication. If the instrument does not meet the standard during the daily check, it shall be calibrated, repaired, or replaced.

3.4 UXO OPERATIONS PLAN

The contractor shall prepare a UXO operational plan, detailing procedures for UXO activities. The plan shall include:

- a. Events to take place upon discovery of UXO, to include notification/reporting.

b. Personal protection distances, to include site control.

3.5 EXPLOSIVE MANAGEMENT PLAN

The contractor shall prepare an explosives management plan that would be implemented if disposal is directed under the contract clause: DIFFERING SITE CONDITIONS. NOTE: The term "Contractor" below refers to the Contractor contracted to remove and dispose of the UXO. The plan shall include:

a. The contractor shall consult with the Contracting Officer to determine if the OE related scrap/inert items are of historic value to the Park Service. If so, they shall be turned over to the Park Service for their use. Otherwise, the contractor shall turn-in OE related scrap/inert residue to the servicing Defense Reutilization Material Office (DRMO), or a local scrap dealer at no cost to the government.

b. Forms. The contractor shall use Department of the Army forms to the maximum extent possible, however corporate designed forms may be used, if Department of the Army forms are unavailable. The contractor shall use DD Form 1348-1 to turn-in OE scrap/ residue. The 1348-1 will be signed by the UXO Supervisor and contain the following statement:

I certify that the items listed heron have been inspected by myself and to the best of my knowledge and belief contain no explosive or dangerous materials.

3.6 MEASUREMENT AND PAYMENT

The work specified in this section for the establishment and use of an UXO construction support team to detect unexploded ordnance will not be measured for payment. All costs in connection therewith shall be included in the contract lump sum price for Bid Item No. 2, "Unexploded Ordnance (UXO) Construction Support". This also includes all related work specified herein such as development of explosive management plan and ordnance management plan and providing worker education.

-- End of Section --