

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0008			3. EFFECTIVE DATE 15-Apr-2004	4. REQUISITION/PURCHASE REQ. NO. W25PHS-3294-4374
6. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAS PHILADELPHIA PA 19107-3390			7. ADMINISTERED BY (If other than item 6) See Item 6	5. PROJECT NO.(If applicable)
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W912BU-04-R-0003	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 17-Nov-2003
CODE			10A. MOD. OF CONTRACT/ORDER NO.	
FACILITY CODE			10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer 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 <u>1</u> 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)				
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 <input type="checkbox"/> is not, <input type="checkbox"/> 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.) The above numbered Request for Proposals is amended as follows:				
a. The date and time set for receipt of Phase II Proposals is extended to 30 Apr 2004 at 4:00 p.m., local time. b. Firms desiring to perform a site visit must contact Mr. Charles MacIntosh at 215-656-6514. The site visit will be held only on Apr. 21, 2004 at 10:00 a.m. and is optional for offerors. c. Section C: page C-5 and C-13 are deleted in their entirety. Substitute therefor with the attached pages numbered C-5 and C-13, annotated Amendment 0008. d. Section H: page H-3 is deleted in its entirety. Substitute therefor with the attached page numbered H-3, annotated Amendment 0008. e. Section J, Page J-86, annotated Amendment 0008, attached, is hereby incorporated f. Section L, page L-13 is deleted in its entirety. Substitute therefor with the attached page numbered L-13, annotated Amendment 0008.				
Offerors must acknowledge this Amendment by signing and returning a copy of this Amendment with their offer.				
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)	
			TEL: _____ EMAIL: _____	
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)	15-Apr-2004

- Rail transportation schedules and the number of railcars to be moved at one time
- Truck routing and parking considerations

- Bark Camp Coordination Plan - Plan for coordinating with the Bark Camp operator, including clear definition and agreement on when responsibility for rail cars and transported material is transferred between contractors and the agreed upon transfer point. This plan will incorporate items such as the following:
 - Project personnel and defined roles and responsibilities
 - Proposed tracking procedures and documentation
 - Communication and notification of delivery schedules
 - Contingency procedures due to inclement weather or other unforeseen circumstances
 - Coordination procedures for rail car acceptance and return
 - Communications between CEDTI and Project Management Team for Fort Mifflin CDF Excavation Project
 - Problem resolution procedures.

- Site Specific Health and Safety Plan
- Quality Assurance/Quality Control Plan (See Section J)
- One set of digital images documenting existing conditions of roadways, dikes, wetlands, and other site features.

The schedule and plans should be of sufficient detail as to clearly describe when and how the work will be performed, and how quality will be monitored and verified during each contract phase.

The Project Schedule will be developed in Primavera Project Planner for the Enterprise (P3e), utilizing the USACE work breakdown structure (WBS) for all phases of the contract. The schedule will contain tasks and responsible (ACTION) parties.

The Site Construction and Operation Plan will address the full production facility that accommodates excavation from any of the three cells at the Fort Mifflin CDF and the loading and transportation of 500,000 CY of dredged material annually by rail or truck.

Other items that need to be addressed as part of the Site Construction and Operation Plan are as follows:

- Site preparation considerations for storm water management
- Material handling requirements to get excavated material from excavation area into transportation vehicle (truck or railcar). Please note that it may be necessary to incorporate off road equipment.

Wetlands in the area of the Fort Mifflin CDF may not be destroyed or adversely impacted by construction and operations at the site. Approximate wetland locations are shown in

- A minimum one foot freeboard shall be maintained below top of railcar when loading material at the CDF.
- All openings or holes in rail cars shall be closed and sealed to prevent material loss during transit.
- Material shall arrive at Bark Camp within the hours of 6:30 a.m. to 4:00 p.m., Monday through Friday, with extended hours as agreed upon through negotiation with CEDTI. No shipments shall be scheduled to arrive at Bark Camp between November 1st and March 31st.
- Material shall be shipped to Bark Camp in dedicated equipment strings. Alternatively, if general service rail equipment is used, the Fort Mifflin CDF Contractor shall make arrangements and assume all costs for cleaning railcars prior to release of equipment from CDF transfer service. In either case, it shall be the sole responsibility of the Fort Mifflin CDF contractor to ensure that cars used in this transfer service are cleaned prior to their return to the rail car supplier.
- Rail shipments to Bark Camp shall consist of a minimum of 20 cars and a maximum of 40 cars per day.
- The total elapsed time for material shipment (i.e., from first to last shipment arrival at Bark Camp) shall not exceed 25 work days (five work weeks).

If the Fort Mifflin CDF contractor fails to perform in accordance with these constraints, excluding reasonable weather delays, liquidated damages up to a maximum amount of \$10,150.00 per day will be assessed.

Contract Management: See Section G

Quality Control. The contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the contract clause titled "Inspection of Construction" (see Sections I). The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all planning and design, construction, and material transportation operations, both onsite and offsite, and shall be keyed to the proposed planning and design, construction, and material transportation sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer (KO) for non-compliance with quality requirements specified in the contract. The site project superintendent in this context shall mean the highest-level manager at the site responsible for the overall construction activities, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the KO.

Additional quality control requirements are provided in Section H.

- (a) Above insurance coverages are to extend to contractor personnel operating Government owned equipment and vehicles.
- (b) The Certificate of Insurance shall provide for 30 days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause.

H.3 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 calendar days after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

H.4 FAR 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$9,250.00 per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

NOTE: This article applies to line item 0003B, Transportation of Dredged Material (see also page C-13)

H.5 FAR 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$900.00 for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause

NOTE: This article applies to line items 0002, Construction and 0004, Option Items-Construction

USACE Subcontracting Goals – Fiscal Year 2004

Prime contract awards

Small Business	40.4%
Small disadvantaged business	16.0 %
Women-owned small business	5.6 %
HUBZone Small Business	3.0 %
HBCU/Minority Institute	18.2 %

Subcontract awards

Small Business	57.2%
Small disadvantaged business	10.0 %
Women-owned small business	10.0 %
HUBZone small business	3.0 %
Service-disabled, Veteran-owned Small business	3.0 %

2. PRICE PROPOSAL – PHASE 2

Volume II – Price Proposal. The price proposal must be signed by an official authorized to bind the offeror's firm. Note that SF 33, Block 12, provides the number of calendar days after the date of the offer which the proposal is firm. The price proposal should include:

- Standard Form 33, Solicitation, Offer and Award, from the Phase I RFP, and any Amendments
- Pricing Schedule - prices must be provided for all line items in the schedule
- Section K, Representations, Certifications and Other Statements of Offerors
- Small business subcontracting plan if contractor is a large business.

NOTE: Project Price Proposal is DUE AT THE SAME TIME as Project Technical Proposals.