

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE August 27, 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY US Army Corps of Engineers, Philadelphia Wanamaker Building, 100 Penn Square East Contracts Branch, Rm 643 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. W912BU-04-R-0027
				X	9B. DATED (SEE ITEM 11) July 23, 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)

Schuylkill River Park Trail, Philadelphia, Pennsylvania

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.)

The proposal due date is hereby extended to September 1, 2004 at 12:00 noon.

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 (continued)

- a. SF 1442 AND BIDDING SCHEDULE: Section 00010, Page 3 - Please delete page 00010-3 in its entirety and substitute the revised page of the same number, annotated Amendment No. 0004, attached hereto.
- b. SECTION 00100 - INSTRUCTIONS TO BIDDERS: Please add new page 00100-5 annotated Amendment No. 0004, attached hereto.
- c. SECTION 00700 - CONTRACT CLAUSES: Please add new page 00700-94 annotated Amendment No. 0004, attached hereto.
- d. SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS:
- (1) SECTION 00800 - SPECIAL CLAUSES - Please delete page 00800-2 in its entirety and substitute revised page 00800-2, annotated Amendment No. 0004, attached hereto.
- e. TECHNICAL SPECIFICATIONS: Please delete pages 01500-6 and 7, 02220-3, 02231-2, 02630-3, 02700-13, 02821-4, 02870-5, 02921-7, 02930-12, 02935-10, 05500-4, and 09900-11 in their entirety and substitute revised pages of the same numbers annotated Amendment No. 0004, attached hereto.
- f. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) as Amendment No. 0004. Failure to acknowledge all amendments may be cause for rejection of the proposal.

SECTION 00010

BID SCHEDULE

(To be attached to Standard Form 1442)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
BASE BID:					
1.	Salvaged Granite	860	L.F.	\$	\$
2.	Salvaged Belgian Block	1626	S.F.	\$	\$
3.	New Granite	209	L.F.	\$	\$
4.	New Belgian Block	2894	S.F.	\$	\$
5.	Boulders	175	Ton	\$	\$
6.	<i>Railroad Requirements</i>	1	<i>Job</i>	<i>L.S.</i>	\$
7.	All other work	1	Job	L.S.	\$
TOTAL ESTIMATED BASE BID:					\$
OPTION 1:					
8.	Breach Area Gate	1	Job	L.S.	\$
TOTAL ESTIMATED OPTION 1:					\$
OPTION 2:					
9.	<i>Exterior Plants</i>	1	<i>Job</i>	<i>L.S.</i>	\$
10.	<i>Landscape Establishment</i>	1	<i>Job</i>	<i>L.S.</i>	\$
TOTAL ESTIMATED OPTION 2:					\$
TOTAL ESTIMATED BASE BID AND OPTIONS:					\$

NOTE: Bidders must bid on all items.

-- End of Section --

52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

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 the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option(s) by written notice to the Contractor within: Option 1 - 90 calendar days after issuance of notice to proceed for base work and Option 2 - 30 calendar days after issuance of notice to proceed for base work. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

SPECIAL CLAUSES

SC-1 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 Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire base bid construction work ready for use not later than 300 calendar days after the date the Contractor receives the notice to proceed. The Contracting Officer has the right to award Option 1 up to 90 days after the Contractor receives the notice to proceed for the base contract. The contract will not be extended if Option 1 is awarded. **The Contracting Officer has the right to award Option 2 up to 30 days after the Contractor receives the notice to proceed for the base contract. The contract will not be extended if Option 2 is awarded.** The contract also includes 730 calendar days of landscape establishment and maintenance after the date of landscape acceptance. See Section 02935 LANDSCAPE ESTABLISHMENT for requirements. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

SC-2 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 \$1,400.00 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. (FAR 52.211-12)

SC-3 CONTINUING CONTRACTS - Deleted

SC-4 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

a. Upon obtaining the plans and specifications, the Contractor shall:

- (1) Immediately check the specifications and all drawings;
- (2) Compare the specifications and all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies; and
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

b. Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

c. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

3.3 GOVERNMENT FIELD OFFICE

The Contractor shall provide and maintain a field office at the project site for the sole use of the Contracting Officer's representatives. The office shall be complete and ready for occupancy not later than 30 days after receipt of Notice to Proceed.

a. The Contractor shall provide the trailer at the work site with adequate heat, light, electricity, air conditioning, water, toilet and lavatory facilities. The Contractor shall provide portable water, provide for treatment of sewage, and provide permanent electric and telephone services, all in accordance with applicable local municipal, county and State codes. All utility costs arising from the use of the office, including telephone cost, shall be borne by the Contractor.

b. The trailer shall be placed on concrete block supports, leveled and tied down to withstand wind loads. A corrugated metal curtain shall be installed around the perimeter of the trailer from floor level to the ground. The curtain shall be firmly attached to withstand appropriate wind loads. All water piping and all waste piping shall be adequately supported and insulated.

c. The Contractor shall provide all janitorial supplies and services for the trailer complex to include as a minimum, weekly sweeping, dusting, emptying of waste baskets, trash collection, and servicing of toilets and monthly mopping of all floors, sterilization of toilet seats, waxing of all tile floors and washing of windows. The Contractor shall also provide for major maintenance to the trailer and its utilities.

d. The office shall be enclosed by an 8-foot high chain-link security fence with three strands of barbed wire, and shall be lighted during hours of darkness. This fence shall enclose a Government parking area for approximately five cars and shall include appropriate gates with locks for both vehicles and employees.

e. The Contractor shall provide the above described facilities, equipment, and services for the life of the contract.

3.4 WEATHER INSTRUMENTS

The Contractor shall provide and maintain at the work site in locations determined by the Contracting Officer, weather instruments consisting of a rain and snow gage with stand and a thermometer with instrument shelter. The Contractor shall take daily readings of precipitation and the minimum and maximum temperatures, and shall record such information on the Contractor Quality Control Reports as required under Section 01451 CONTRACTOR QUALITY CONTROL. This information will be used by the Contracting Officer as the basis for determining if the Contractor is entitled to a time extension for unusually severe weather in accordance with Special Clause: "Time Extensions for Unusually Severe Weather." The Contracting Officer will also consider other climatological factors such as abnormally high tides and excessive sustained wind velocities when evaluating possible time extensions.

3.5 MEASUREMENT AND PAYMENT

The work specified in this section for the Railroad Requirements will not be measured for payment and all costs in connection therewith shall be

included in the contract lump sum price for "Railroad Requirements", Bid Item No. 6. No separate measurement or payment will be made for the *other* work specified in this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

3.1.2 Aggregate

All existing aggregate within the contractor limits of work shall be removed as shown or as necessary to accomplish the work specified.

3.2 DISPOSITION OF MATERIAL

3.2.1 Title to Materials

Except where specified in other sections, all materials removed, and not reused, shall become the property of the Contractor and shall be removed from the site. Title to materials resulting from demolition, and materials to be removed, is vested in the Contractor upon approval by the Contracting Officer of the Contractor's demolition and removal procedures, and authorization by the Contracting Officer to begin demolition. The Government will not be responsible for the condition or loss of, or damage to, such property after contract award. Materials shall not be viewed by prospective purchasers or sold on the site.

3.2.2 Unsalvageable Material

Concrete, masonry, and other noncombustible material, encountered in the course of contract work, except concrete permitted to remain in place, shall be **properly** disposed of offsite.

3.3 CLEANUP

Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

3.4 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", **Bid Item No. 7**.

-- End of Section --

3.3 GRUBBING

Grubbing shall consist of the removal and disposal of stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas. Material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be removed to a depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract, such as areas for buildings, and areas to be paved. Depressions made by grubbing shall be filled with satisfactory material and compacted to make the surface conform with the original adjacent surface of the ground.

3.4 DISPOSAL OF MATERIALS

Roots, brush, rotten wood, and other refuse from the clearing and grubbing operations, shall be disposed of outside the limits of Government-controlled land at the Contractor's responsibility. Burning of materials is not permitted. The Contractor shall be responsible for compliance with all Federal and State laws and regulations. Disposal of refuse and debris and any accidental loss or damage attendant thereto shall be the Contractor's responsibility.

3.5 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", **Bid Item No. 7.**

-- End of Section --

3.3.1.1 Plastic Pipe

PVC pipe shall have joints made with solvent cement elastomeric or mated flanged.

3.4 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", **Bid Item No. 7**.

-- End of Section --

stone and shall include work incidental to the belgian block such as earthwork, aggregate, and geotextile.

3.4.3 New Granite

The work specified in this section for new granite stone will be measured for payment by the linear foot of stone in-place. Payment for this work will be made at the contract unit price for "New Granite", Bid Item No. 3. The contract unit price shall constitute full compensation to the Contractor for work incidental to the new granite stone such as earthwork, aggregate, and geotextile.

3.4.4 New Belgian Block

The work specified in this section for the new Belgian Block will be measured for payment by the square foot of block in-place. Payment for this work will be made at the contract unit price for "New Belgian Block", Bid Item No. 4. The contract unit price shall constitute full compensation to the Contractor for work incidental to the belgian block such as earthwork, aggregate, and geotextile.

3.4.5 Boulders

The work specified in this section for the boulders will be measured for payment by the ton (2,000 pounds) satisfactorily placed and accepted. Payment for this work will be made at the contract unit price for "Boulders", Bid Item No. 5. The contract unit price shall constitute full compensation to the Contractor for work incidental to the boulders such as earthwork, aggregate, and geotextile.

3.4.6 Hardscaping

The other work specified in this section will not be measured for payment, and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", **Bid Item No. 7.**

-- End of Section --

removing pickets. The bottom of the installed fabric shall be 1 plus or minus 1/2 inch above the bottom rail.

3.7 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", ***Bid Item No. 7.***

-- End of Section --

3.4 RESTORATION AND CLEAN UP

When the installation has been completed, the Contractor shall clean up and protect the site. Existing areas that have been damaged from the installation operation shall be restored to original condition at Contractor's expense.

3.4.1 Clean Up

The site shall be cleaned of all materials associated with the installation. Site furnishing surfaces shall be cleaned of dirt, stains, filings, and other blemishes occurring from shipment and installation. Cleaning methods and agents shall be according to manufacturer's instructions or as indicated.

3.4.2 Disposal of Materials

Excess and waste material shall be removed and disposed offsite.

3.5 RE-INSTALLATION

Where re-installation is required, the following shall be accomplished:

- a. Re-install the product as specified. Material acquisition of replacement parts is the responsibility of the Contractor. Provide replacement materials that are new and supplied by the original manufacturer to match.
- b. Damage caused by the failed installation shall be repaired.

3.6 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", **Bid Item No. 7**.

-- End of Section --

3.2.3.3 Asphalt Adhesive Coated Mulch

Hay or straw mulch may be spread simultaneously with asphalt adhesive applied at a rate between 31 gallons per 1000 square yards, using power mulch equipment which shall be equipped with suitable asphalt pump and nozzle. The adhesive-coated mulch shall be applied evenly over the surface. Sunlight shall not be completely excluded from penetrating to the ground surface.

3.2.4 Rolling

Immediately after seeding, firm entire area except for slopes in excess of 3 to 1 with a roller not exceeding 90 pounds for each foot of roller width. If seeding is performed by hydroseeding, rolling may be eliminated.

3.2.5 Erosion Control Material

Install in accordance with manufacturer's instructions, where indicated or as directed by the Contracting Officer.

3.2.6 Watering

Start watering areas seeded as required by temperature and wind conditions. Apply water at a rate sufficient to insure thorough wetting of soil to a depth of 2 inches without run off. During the germination process, seed is to be kept actively growing and not allowed to dry out.

3.3 PROTECTION OF TURF AREAS

Immediately after turfing, protect area against traffic and other use.

3.4 RESTORATION

Restore to original condition existing turf areas which have been damaged during turf installation operations at the Contractor's expense. Clean paving areas when work in adjacent areas is complete.

3.5 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "All Other Work", **Bid Item No. 7**.

-- End of Section --

3.4.10.1 Trees and Shrubs

Remove dead and broken branches. Prune to correct structural defects only. Retain typical growth shape of individual plants with as much height and spread as practical. Do not cut central leader on trees. Make cuts with sharp instruments. Do not flush cut with trunk or adjacent branches. Collars shall remain in place. Pruning shall be accomplished by trained and experienced personnel and shall be accordance with ANSI A 300.

3.4.10.2 Wound Dressing

Do not apply tree wound dressing to cuts.

3.5 RESTORATION AND CLEAN UP

3.5.1 Restoration

Turf areas, pavements and facilities that have been damaged from the planting operation shall be restored to original condition at the Contractor's expense.

3.5.2 Clean Up

Excess and waste material shall be removed from the installed area and shall be disposed offsite. Adjacent paved areas shall be cleared.

3.6 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "Exterior Plants", **Option 2, Bid Item No. 9.**

-- End of Section --

3.6 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "Landscape Establishment", *Option 2, Bid Item No. 10.*

-- End of Section --

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

All items shall be installed at the locations shown and according to the manufacturer's recommendations. Items listed below require additional procedures as specified.

3.2 GUARDRAIL INSTALLATION

3.2.1 Installation of Steel Posts

Posts shall be set plumb and in alignment. Installation shall be in pipe sleeves embedded in concrete and filled with molten lead or sulphur with anchorage covered with standard galvanized pipe collar pinned to post. Concrete bulkhead shall be core drilled to a depth of 20" for steel post inserts.

3.2.2 Installation of Rolling Gate

Rolling Gate shall be set plumb and in alignment.

3.3 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured for payment and all costs in connection therewith shall be included in the contract lump sum price for "Breach Area Gate", Option No 1, **Bid Item No. 8**.

-- End of Section --

