

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 0002
3. EFFECTIVE DATE 05/29/02
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE U.S. Army Engineer District, Wilmington
69 Darlington Avenue (28403)
Post Office Box 1890 (28402-1890)
Wilmington, North Carolina
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. (X) DACW54-02-B-0004
9B. DATED (SEE ITEM 11) 04/23/00
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 11)
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 2 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
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.)
IFB NO. DACW54-02-B-0004...Cape Fear River, Facility Renovations & Improvements, Lock & Dam No.'s 1, 2, & 3 is amended as follows:

a. SECTION 00010: Delete existing SF 1442 (Front) in its entirety and substitute enclosed revised SF 1442.

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) (Signature of Contracting Officer)

14. DESCRIPTION OF AMENDMENT -- Cont'd

b. SECTION 01100:

(1) Delete existing Table of Contents in its entirety and substitute enclosed revised page.

(2) Delete existing Page 4 in its entirety and substitute enclosed revised page.

NOTE:

Text that is added or revised by this amendment is replaced in its entirety and/or underlined and printed in bold and/or stamped appropriately.

The text changes may have necessitated reformatting of subsequent text or pages. If this is the case, those pages have also been issued as amended pages but are not underlined with bold text.

Encls
As stated

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW54-02-B-0004	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 23-Apr-2002	PAGE OF PAGES 1 OF 125
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81LJ8-1340-6514	6. PROJECT NO.
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7. ISSUED BY USAED, WILMINGTON -(910)251-4424 ATTN: DANNY R KISSAM P O BOX 1890 (28402-1890) 69 DARLINGTON AVE (28403) WILMINGTON NC 28402-1890 TEL: (910) 251-4424 FAX: (910) 251-4454	CODE K7P0000	8. ADDRESS OFFER TO See Item 7 TEL: FAX:	(If Other Than Item 7) CODE
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9. FOR INFORMATION CALL:	A. NAME DANNY R. KISSAM	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (910) 251-4424
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

CONSTRUCTION OF BOAT RAMPS AT LOCK & DAM #1; LOCK & DAM #2 AND WILLIAM O. HUSKE LOCK & DAM AT U. S. ARMY CORPS OF ENGINEER ALONG THE CAPE FEAR RIVER . CONSTRUCTION OF PICNIC SHELTERS, AND FLUSH TOILET BUILDINGS AT WILLIAM O. HUSKE LOCK & DAM, AND LOCK AND DAM #1.

Estimated Cost Range of this Project is \$500,000.00 to \$1,000,000.00

THIS IS A 100% HUBZONE SET-ASIDE SOLICITATION

NOTE #1: Return Section 00600, entitled "Representations & Certifications" with Bid Submittal

NOTE #2: Verbal or written requests for information must be directed to the person listed in Block 9 above. Inquiries and requests that are directed to any other person may not be relayed to the proper person, and therefore, may not be answered. See 52.000-4001 in Section 00100.

NOTE #3: Due to increased security, please allow for delays of approximately 45 minutes for persons and materials entering the District Headquarters Building.

11. The Contractor shall begin performance within 10 calendar days and complete it within 210 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 13:00:00 (hour) local time 6/12/02 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01100

SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

- 1.1 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- 1.2 PERFORMANCE AND PAYMENT BONDS
- 1.3 WATER CONSERVATION
- 1.4 FINAL EXAMINATION AND ACCEPTANCE
- ~~1.5 CONTRACTOR FURNISHED GOVERNMENT OFFICE~~ Deleted
- 1.6 RETAINAGE FOR UNTIMELY SUBMISSION OF SUBCONTRACTING REPORTS
- 1.7 SHOP DRAWINGS AND MATERIALS SUBMITTAL
- 1.8 SAMPLING, CERTIFICATES, AND TESTING
- 1.9 CERTIFICATES OF COMPLIANCE
- 1.10 SAFETY REQUIREMENTS
- 1.11 ACCIDENT REPORTING AND RECORD KEEPING
- 1.12 REQUIRED CONSTRUCTION MEETINGS
- 1.13 "AS-BUILT" RECORD DRAWINGS
- 1.14 FINISH MATERIALS SUBMITTALS
- 1.15 SURVEY DATA
- 1.16 PLANT LOCATION
- 1.17 PLANT
- 1.18 WORK IN QUARANTINED AREA
- 1.19 FINAL AND CONDITIONAL ACCEPTANCE OF GRASSING
- 1.20 NCDOT SPECIFICATIONS
- 1.21 DEFINITIONS FOR NCDOT SPECIFICATIONS
- 1.22 PUBLIC CONVENIENCE AND SAFETY
- 1.23 MAINTENANCE DURING CONSTRUCTION
- 1.24 INSPECTION
- 1.25 PARTNERING
- 1.26 LOAD RESTRICTIONS
- 1.27 BARRICADES, DANGER, WARNING, AND DETOUR SIGNS
- 1.28 PROTECTION OF EXISTING FACILITIES
- 1.29 PLANT LAYOUT DRAWINGS
- 1.30 CONTRACT AREA AND TRESPASSING
- 1.31 CONTRACT DRAWINGS AND SPECIFICATIONS
- 1.32 RATES OF WAGES
 - 1.32.1 General Decision Number NC020007 - BUILDING
 - 1.32.2 General Decision Number NC020009 - HEAVY
 - 1.32.3 LIST OF ATTACHMENTS

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

determined by the Contracting Officer. If any shoals, lumps, or the lack of contract depth are disclosed by this examination, the Contractor shall remove same by dredging the bottom with payment at the contract rate for dredging. The Contractor is only allowed to do dragging operations in lieu of dredging if approved by the Contracting Officer. The Contractor will be notified when soundings or sweepings are to be made and will be permitted to accompany the survey party. When the area is found to be in satisfactory condition, it will be accepted. If more than two sounding or sweeping operations by the Government over an area are necessary because of work for the removal of shoals disclosed by prior sounding or sweeping, the cost of such subsequent soundings or sweeping operations will be charged against the Contractor at the rate of \$3,090.00 per day in which the Government plant is engaged in sounding or sweeping, it en route to or from the site, or is held at or near the site for such operations.

DELETED 3 CONTRACTOR FURNISHED GOVERNMENT OFFICE **DELETED**

(a) The Contractor shall furnish separate office space at the construction site to be used by the Government as a Resident Engineer Office. The location and office shall be approved by the Contracting Officer or his representative. This office shall provide a minimum of 250 square feet of working space and bathroom facility. New office furniture shall be provided to include one flat top office desk with top measurement 60 by 30 inches; one work table with top measurement 60 by 30 inches; two office chairs with upholstered seats and backs with arms, adjustable seat height and casters; one legal size metal filing cabinet with four drawers; one bookcase providing a minimum of 20 linear feet of shelf space; a water cooler and a refrigerator. Adequate office heating, air conditioning, and lighting shall be provided.

(b) The Contractor shall furnish daily janitorial services for the offices, laboratory and other buildings on the project site and perform normal maintenance of facilities and grounds as deemed necessary by the Contracting Officer during the entire life of the contract. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to provide the least interference with the operations but will be accomplished during normal working hours. Services shall be accomplished to the satisfaction of the Contracting Officer. The Contractor shall also provide daily trash collection and cleanup of the buildings and adjacent outside areas, snow removal in season, and shall dispose of all discarded debris, aggregate samples and concrete test samples in a manner approved by the Contracting Officer. Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The contractor shall transport all solid waste off Government property and dispose in compliance with Federal, State, and local requirements. No separate payment will be made for the office or these Contractor-furnished services, and all costs thereof shall be incidental to the various bid items of the contract.

1.6 RETAINAGE FOR UNTIMELY SUBMISSION OF SUBCONTRACTING REPORTS

(a) In accordance with Contract Clause 52.219-9I, Small Business and Small Disadvantage Business Subcontracting Plan, and 52.219-16, Liquidated

Officer for specific fabrication and installation requirements.

Legends and logos for the construction project sign and the safety performance signs shall be as shown on Attachments 1 and 2 respectively. No direct payment will be made for the project signs.

1.4 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.4.1 Barricades

Barricades shall conform to the requirements of SECTION 01100: SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS, paragraph, BARRICADES, DANGER, WARNING, AND DETOUR SIGNS. The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.5 CONTRACTOR'S TEMPORARY FACILITIES

1.5.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government Office and warehouse facilities will not be available to the Contractor's personnel.

1.5.2 Storage Area

Trailers, materials, or equipment shall not be placed or stored outside the Government compound.

1.5.3 Supplemental Storage Area

Upon Contractor's request, the Contracting Officer will designate another

or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but shall be within the military boundaries. Fencing of materials or equipment will not be required at this site; however, the Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the Government.

1.5.4 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the military property.

1.5.5 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

1.5.6 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

1.6 GOVERNMENT FIELD OFFICE

1.6.1 Resident Engineer's Office

The Contractor does not need to supply office space for the Government.

1.6.2 Trailer-Type Mobile Office

The Contractor may, at its option, furnish and maintain a trailer-type mobile office acceptable to the Contracting Officer and providing as a minimum the facilities specified above. The trailer shall be securely anchored to the ground at all four corners to guard against movement during high winds.

1.7 PLANT COMMUNICATIONS

Whenever the Contractor has the individual elements of its plant so located

that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.

1.8 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, the Contractor shall furnish and erect temporary project safety fencing at the work site. The safety fencing shall be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. The safety fencing shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site.

1.9 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

1.10 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --