

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 21-Mar-2001	4. REQUISITION/PURCHASE REQ. NO. W807PM-0143-7082	5. PROJECT NO. (If applicable)	
6. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY STREET VICKSBURG MS 39183-3435	CODE DACW38	7. ADMINISTERED BY (If other than Item 6) See Item 6		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(√)	9A. AMENDMENT OF SOLICITATION NO. DACW38-00-B-0032
	×	9B. DATED (SEE ITEM 11) 29-JUN-00
		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 tended. is extended, is not ex-

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 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 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.)
Reference Solicitation No. DACW38-00-B-0032, for FC/MR&T, West Bank, Mississippi River Levees, Wilson Pt-Point Lookout, Levee Enlargement and Berms, Item 480-R, scheduled bid opening 3 Apr 2001 at 1400 hours. The solicitation is amended as follows:

Bid opening date has been changed to 17 April 01 at 1400 hours, local time.

SECTION 00800 is replaced in its entirety.

Encl SECTION 00800

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 (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 20-Mar-2001

DOCUMENT TABLE OF CONTENTS
DIVISION 00 - DOCUMENTS
SECTION 00800
SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

- 1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
- 1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)
- 1.3 EXCEPTION TO LIQUIDATED DAMAGES
- 1.4 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)
- 1.5 ELECTRONIC DESIGN FILES OF CONTRACT DRAWINGS
- 1.6 WORK TO BE PERFORMED BY CONTRACTOR'S OWN ORGANIZATION
- 1.7 PHYSICAL DATA (APR 1984)
- 1.8 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)
- 1.9 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)
- 1.10 COMMAND OVERSIGHT
- 1.11 YEAR 2000 COMPLIANCE

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Document Table of Contents --

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 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 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 451 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises. The Notice to Proceed will be issued on or about 1 June 2001. (FAR 52.211-10)

1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 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 ~~+\$_____~~ \$1140.00 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)

1.3 EXCEPTION TO LIQUIDATED DAMAGES

Since the Contractor's obligations specified in Section 02933 EXISTING TURF MAINTENANCE AND NEW TURF ESTABLISHMENT may extend beyond the completion time specified in paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, these periods and the work required, will be exempt from liquidated damages provided all other work has been completed.

1.4 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall --

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

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general --

(1) Large-scale drawings shall govern small scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) 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 that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

FILE NO. M-15-957

DRAWING TITLE	DRAWING NO.
PROJECT LOCATION AND VICINITY MAPS	1
PLAN AND PROFILE - STA. 1270+00 TO STA. 1405+57	2
BORING LAYOUT - STA. 1270+00 TO STA. 1405+57	3
TYPICAL CROSS-SECTIONS	4
OUTLET DITCH PROFILES AND CULVERT INSTALLATION DETAILS	5
STORM WATER POLLUTION PREVENTION DETAILS	6
CATTLE GUARD HEADER DETAILS	7
STAGE HYDROGRAPHS	8
BORING PROFILES - FOUNDATION BORINGS	9-10
BORING PROFILES - LANDSIDE SEEPAGE BORINGS	11-13
BORING PROFILES - RIVERSIDE SEEPAGE BORINGS	14-16
BORING PROFILES - BORROW BORINGS	17-19
BORING LEGEND	20

(DFARS 252.236-7001)

1.5 ELECTRONIC DESIGN FILES OF CONTRACT DRAWINGS

This clause supplements the CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS clause.

The Government will provide the Contractor, without charge, one CD-ROM containing electronic design files of the original contract drawings. The format of these files will be Microstation (.dgn) files. Any supporting raster files will be provided in Intergraph Binary Raster format (.cit) or Intergraph Continuous tone (.cot) format.

1.6 WORK TO BE PERFORMED BY CONTRACTOR'S OWN ORGANIZATION

Within 10 days after award, the successful bidder/contractor must furnish the Contracting Officer a description of the items of work which will be performed with its own forces and the estimated cost of those items. (See FAR 52.219-14, LIMITATIONS ON SUBCONTRACTING)

1.7 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys and borings.

(b) Weather Conditions. Information with respect to temperatures and precipitation may be obtained from the National Weather Service.

(c) Transportation Facilities.

(1) Roads. U.S. Highway No. 65 serves Lake Providence, Louisiana.

(2) Railroads. Missouri Pacific Railroad serves the general area.

(d) Floods. High water stages or events are not to be considered a "flood," and damages resulting therefrom are not compensable under Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph DAMAGE TO WORK unless river or stream stages exceed channel capacity and overtop the natural or artificial banks. High water stages and/or high water events at stages below ordinary top bank of a river or stream are not floods, even if such water reaches the project. For example, water flowing through or over low points in the river or stream bank, such as drains, are not floods.

(e) Additional Data. Additional data consisting of additional cross sections, records of borings, additional borings and cone penetrometer tests, water surface gage data, and boring samples are available for inspection at:

U.S. Army Engineer District, Vicksburg
4155 Clay Street
Vicksburg, Mississippi 39183-3435

(FAR 52.236-4)

1.8 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining forty percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in subparagraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of -

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization;
and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in subparagraph (b)(1) of this paragraph is not subject to appeal.

(DFARS 252.236-7004)

1.9 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS 52.231-5000)

NOTE: A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available for review in the Contracting Division, Room 143, 4155 Clay Street, Vicksburg, Mississippi 39183-3435 or

from the U.S. Army Corps of Engineers internet web page at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm>. Also, copies are available for review in all field and area offices within the Vicksburg District. The pamphlet may be purchased directly from the Government Printing Office by calling (202) 512-1800 or (301) 953-7974. The postal address is United States Printing Office, Document Warehouse, 8160 Cherry Lane, Laurel, Maryland 20707.

1.10 COMMAND OVERSIGHT

Although the U.S. Army Corps of Engineers has decided that effective 1 Oct 93 District and operating Major Subordinate Commanders will no longer be Contracting Officers, the Commanders will be expected to exercise oversight on (approve) critical decisions on this contract, including contract award (see FAR Clause 52.204-1, "Approval of Contract"), settlement actions and alternate dispute resolution (ADR).

1.11 YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically, the contractor shall:

- (a) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishing under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.
- (b) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --