

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE **J** PAGE OF PAGES **1**

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 09-Jan-2002	4. REQUISITION/PURCHASE REQ. NO. W807PM-1044-5427	5. PROJECT NO.(If applicable)
6. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG MS 39183-3435	CODE DACW38	7. ADMINISTERED BY (If other than item 6) CODE See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)	X	9A. AMENDMENT OF SOLICITATION NO. DACW38-01-B-0021
	X	9B. DATED (SEE ITEM 11) 05-Apr-2001
		10A. MOD. OF CONTRACT/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 Offer is extended, 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 _____ 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. DACW38-01-B-0021 for J. Bennett Johnston Waterways, John H. Overton Lock and Dam, Tainter Gate Repair, scheduled for bids to open on January 15, 2002, at 1430 hours is hereby amended as follows:
 BID OPENING DATE
 The bid opening is postponed and a new date of 24 January 2002 at 1400 hours is hereby established.

SECTION 00010 SOLICITATION CONTRACT FORM (BIDDING SCHEDULE)
 The Bid Schedule is reissued. Please note change to Line Item 0001.

SPECIAL CONTRACT REQUIREMENTS
 SECTION 00800, Page 2 is replaced by revised SECTION 00800, Page 2.

The pages revised by this amendment have the notation "REVISED BY AMENDMENT 0003" at the bottom of each page.

ENCL: SECTION 00010 SOLICITATION CONTRACT FORM (BIDDING SCHEDULE) and SECTION 00800, Pages 2 and 3.

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)	09-Jan-2002

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	EST QTY	U/M	UNIT PRICE	AMOUNT
0001	* REPLACING STRUCTURAL BRACING OF LOWER GIRDER AND PAINTING OF TAINTER GATE *	5.00	EA	\$ _____	\$ _____
0002	PAINT SYSTEM SPOT REPAIRS	200	SF	\$ _____	\$ _____
0003	WELD REPAIR GATE SIDE SEAL BOLT HOLES	200	EA	\$ _____	\$ _____
				TOTAL	\$ _____

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

a. The Contractor shall be required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed.

b. The work under this contract is to be completed in one work season, river flows permitting. The Contractor shall work, at a minimum, a 6 day/week, 10 hour/day work schedule and prosecute the work in a diligent manner. In order to minimize work delays, the Contractor shall keep a boat at the jobsite of adequate size to transport personnel, equipment and materials and move work barges at the critical flow rate of 80,000 cfs indicated in Section 01000, paragraph TIME EXTENSIONS FOR CRITICAL FLOW DELAYS of this contract.

c. The Contractor shall complete the entire work ready for use not later than 160 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

1.2 NOTICES TO PROCEED WITH PREPARATORY WORK AND CONSTRUCTION

This paragraph supplements the requirements of the COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK paragraph.

a. In accordance with paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (a), a "NOTICE TO PROCEED WITH PREPARATORY WORK" will be issued by the Government upon contract award. Following receipt of this NOTICE TO PROCEED WITH PREPARATORY WORK, the Contractor shall proceed with the submission of shop drawings; the procurement of long lead time materials and supplies; performing other work that can be done without access to the job site; and performing other work required in preparation for construction. Storage of materials and supplies is the Contractor's responsibility. In accordance with paragraph PAYMENT FOR MATERIALS DELIVERED OFF-SITE, the Contractor may submit estimates for progress payments as contemplated by the Contract Clause PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS, after receipt of the NOTICE TO PROCEED WITH PREPARATORY WORK. For details see subparagraph (b) of paragraph PAYMENT FOR MATERIALS DELIVERED OFF-SITE.

b. In accordance with paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (c), no physical work will be permitted at the construction site until the NOTICE TO PROCEED WITH CONSTRUCTION has been issued by the Government. The 160 calendar days allowed for completion of the entire work ready for use will be measured from the date the Contractor receives the NOTICE TO PROCEED WITH CONSTRUCTION. As stated in paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, the time for completion shall include final cleanup of the premises. The NOTICE TO PROCEED WITH CONSTRUCTION will be issued on or

* about May 1, 2002. *

1.3 PAYMENT FOR MATERIALS DELIVERED OFF-SITE

a. Pursuant to the FAR clause 52.232-5, "Payments Under Fixed Priced Construction Contracts", materials delivered to the Contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the contract are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) identifiable to an item of work required under this contract.

b. Such payment will be made only after receipt of paid or receipted invoices or invoices with cancelled check showing title to the item in the prime contractor and including the value of material and labor incorporated into the item. Payment for materials delivered off-site is limited to the following: sand blast materials, paint, and structural tubing.

1.4 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 \$530.00 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)

1.5 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.