

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 12-Apr-2001	4. REQUISITION/PURCHASE REQ. NO. W807PM-1067-7262		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)			<input checked="" type="checkbox"/> X	9A. AMENDMENT OF SOLICITATION NO. DACW38-01-B-0023	
			<input checked="" type="checkbox"/> X	9B. DATED (SEE ITEM 11) 02-Apr-2001	
			<input type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER NO.	
			<input type="checkbox"/>	10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
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 type="checkbox"/> is extended, <input checked="" 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.) Reference Solicitation No. DACW38-01-B-0023 for Flood Control, MS River and Tributaries, Channel Improvement, Stone Weir Construction in the MS River at Vaucluse, AR, Mile 533.3-R, AHP, scheduled to open 3 May 2001 at 1430 Hrs. Subject solicitation is amended as follows: SECTION 00600: Pages 25 and 26 are replaced by revised pages 25 and 26. Clause No. 52.209-5, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS, is revised. TECHNICAL SPECIFICATIONS: SECTION 00800, Pages 1 and 8 are replaced by revised Pages 1 and 8. Paragraph 1.12, NOTICES TO PROCEED WITH PREPARATORY WORK AND CONSTRUCTION, is added. Also, SECTION 01015 is revised and replaced in its entirety. DRAWINGS: Sheet 3: Delete all references to "INTERIM GRADE". Weirs shall be built to full grade and section as specified in revised Section 01015, enclosed. Limiting stages for both subaqueous and final grade is changed to +20 LWRP. Pages revised by this amendment are so noted.					
<i>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.</i>					
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)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 12-Apr-2001

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

* **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; *

- * (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and
- (D) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction.
- (E) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--
- (1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or
 - (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
- (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
- (iii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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PART 3 EXECUTION (Not Applicable)

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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 Y2K compliance requirement.
- (b) Indicate whether each component is currently Year 2000 Compliant or requires an upgrade for compliance prior to government acceptance.

* 1.12 NOTICES TO PROCEED WITH PREPARATORY WORK AND CONSTRUCTION

This paragraph supplements the requirements of Section 00800 SPECIAL CONTRACT REQUIREMENTS paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.

(a) In accordance with Section 00800 SPECIAL CONTRACT REQUIREMENTS 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.

(b) In accordance with Section 00800 SPECIAL CONTRACT REQUIREMENTS 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 83 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 Section 00800 SPECIAL CONTRACT REQUIREMENTS paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, the time for completion shall include final cleanup of the premises. *

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SECTION 01015

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, material, and equipment and performing all work in strict accordance with the specifications, drawings, and schedules for constructing three bendway weirs at Vaucluse, approximately 2,545 linear feet in the Mississippi River. The work includes clearing, grubbing and snagging; placing stone, and performing environmental protection in connection with the above work. The work shall be completed as expeditiously as possible even though river conditions may become increasingly severe as construction progresses. The work requires steady and uninterrupted progress to minimize loss of stone during construction. The Contractor shall diligently prosecute the work and provide the necessary equipment, a skilled and experienced crew, and a regular and well-balanced supply of stone to ensure uniform and continuous progress once construction of the weirs has started. The Contractor shall, at no additional cost to the Government, provide land equipment if required for orderly progress of the work. If land equipment is used the Contractor shall provide the materials and perform the added work at no additional cost to the Government, and no extension of time will be granted for the extra work required thereby. Unless otherwise authorized, in writing, the Contractor shall start and complete the weirs as specified in paragraph CONSTRUCTION PROCEDURE.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 RIVER STAGE LIMITATION

3.1.1 River Stages

Unless otherwise directed by the Contracting Officer in writing, construction operations will not be permitted when the river stage is above the following Low Water Reference Plane (LWRP) elevations:

Limiting L.W.R.P. Stages for Construction Operations

<u>Weir No.</u>	<u>Excavation</u>	<u>Stone</u>	<u>Placement</u>
		Subaqueous To Peaked Section Near Profile Grade L.W.R.P.	To Final Grade and Section L.W.R.P.

Limiting L.W.R.P. Stages for Construction Operations

<u>Weir No.</u>	<u>Excavation</u>	<u>Stone</u>	<u>Placement</u>
Weir Nos 1-3	NA	<u>+15+20</u>	<u>+10+20</u>

3.1.2 Suspension of Work

The time stated for completion of the work, as provided in Section 00800 Special Contract Requirements entitled, COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK will be extended to such extent that the work is suspended due to the river stages. If part of the work is either suspended or interrupted by river stages, the time stated for completion will be extended by the number of days that final completion of all work is delayed as a result of the partial suspension or interruption as determined by the Contracting Officer.

3.2 ORDER OF WORK

3.2.1 Sequence

Construction sequence of the weirs shall be as follows unless otherwise directed by the Contracting Officer.

(1) Weirs No. 3 through No. 1, downstream to upstream, ~~to an interim grade of -30 LWRP as shown on typical section drawing.~~

(2) ~~Weirs No. 1 through No. 3, upstream to downstream,~~ to final grade and section as shown on typical section drawing or as directed by the Contracting Officer.

3.2.2 Concurrent Work

Concurrent stone placement on more than one weir will be permitted unless otherwise directed by the Contracting Officer.

3.2.3 Initiating New Work

After work has been started on a weir, the Contractor will not be permitted to suspend work on that weir in order to start work on another weir, unless otherwise directed by the Contracting Officer.

3.3 CONSTRUCTION PROCEDURE

Unless otherwise authorized, the stone weir construction at each location shall be performed in accordance with the procedure outlined below. Where any of the listed operations are not required at a specified location, the operations that do not apply shall be performed in the following sequence, omitting inapplicable operations.

(1) Stone placement shall proceed from landward to riverward to the

outer limit of the weirs. Unless otherwise authorized or directed in writing by the Contracting Officer, ~~the stone shall be placed on the weirs in lifts.~~ Approximately 10 tons of stone per linear foot of weir, or the required quantity if less than 10 tons, shall be placed for the full length of the weir. Sufficient stone shall be on hand to complete the initial lift of each weir.

~~(2) The weir shall then be completed to an interim grade of -30 LWRP by placing stone in 10-foot lifts. Each lift shall be carried the entire length specified, and low areas and gaps shall be brought to the desired elevation before proceeding with the next lift.~~

~~(3)~~ **(2)** After all weirs are completed to an interim grade of -30 LWRP **After the initial 10 tons per linear foot lift is placed,** the Contractor shall ~~move to the next weir and construct that~~ weir to full grade and section or as directed by the Contracting Officer.

3.4 ACCEPTANCE

The completed weirs may be accepted as a whole. If stream and current conditions are such that, in the opinion of the Contracting Officer, completion of the weir to the prescribed grade and/or section becomes impracticable, and it is determined to be in the best interest of the Government, the weir may be accepted even though it has not been completed to the prescribed grade and/or section.

-- End of Section --