

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 10-Oct-2003	4. REQUISITION/PURCHASE REQ. NO. W81D4A3176-8948		5. PROJECT NO.(If applicable)
6. ISSUED BY CONTRACTING DIVISION 69-A HAGOOD AVE CHARLESTON SC 29403-5107	CODE W912HP	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. DACW60-03-R-0007	
		X	9B. DATED (SEE ITEM 11) 06-Oct-2003	
			10A. MOD. OF CONTRACT/ORDER NO.	
			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.				
<p>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:</p> <p>(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.</p>				
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 CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in 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.) CHANGES ARE HIGHLIGHTED IN RED. SEE CONTINUATION PAGES				
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)		
		TEL:	EMAIL:	
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)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

CHANGES ARE HIGHLIGHTED IN RED.

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

NAICS is 237990 and size standard is \$28.5M.

The following have been modified:

STATEMENT OF WORK
FOR
COOPER RIVER REDIVERSION PROJECT

19 September 2003

Revision 8 October 2003

1. GENERAL REQUIREMENTS

1.1. Project Title: Cooper River Rediversion Project Equipment Rental and Labor Services

1.1.1. This is an Indefinite Delivery, Indefinite Quantity contract for construction efforts for the Cooper River Rediversion Project, St. Stephen SC. Construction projects will be awarded by individual task orders on an as needed basis. It is anticipated that this contract will be for maintenance, repair and construction related work of facility grounds.

1.1.2. Scope of Work: Contractor shall provide all labor, supervision, transportation, equipment, materials, tools, applicable licenses and permits, and incidentals thereto necessary to perform work but not limited to clear boundary lines, clear fence lines, remove and install fences, repair/grade roads, dig ditches, clean culverts, clean manholes, remove and dispose of debris and trash, cut and remove fallen trees and limbs. No work shall be performed without a license or approved permit. Job sites will be at various locations around the Cooper River Rediversion Project. Work performed under this scope shall be paid for at the unit price by the hour. Upon inspection and acceptance of work by the Government Inspector, payment shall be made within 30 days after receipt of correct invoice by USACE Finance Center, Millington TN.

1.1.2.1. Prior to issuance of individual task orders, the Government may request a proposal. The contractor shall respond to the request within 5 days. Individual task orders will include the number of days for performance.

1.1.3. Government Furnished Utilities: The Government will furnish water and electricity to the contractor from existing Government systems/outlets at no cost to the contractor. The contractor shall furnish all equipment, materials, tools, and labor necessary to tie in to the existing utilities.

1.1.4. Contractor Onsite Storage: The Government will provide an area for the Contractor's onsite equipment and material storage. Contractor is responsible for storage security.

1.1.5. Work Hours: Hours of work shall be from 7:00AM – 4:00PM Monday – Friday, excluding federal holidays.

1.1.6. Work Conditions: Contractor may be required to work in varying degrees of temperature, mud, water, hazards of working around machinery and electrical equipment, over water, in cramped quarters, on ladders and scaffolding, slippery or uneven surfaces, above and below ground.

Contractor may be exposed to excessive noise, dust, silica, fumes, smoke, gases, solvents, grease, and oil. Contractor shall take all necessary precautions to protect himself and his workers against injury. Contractor is wholly liable for the safety and insurance coverage of the workers. Contractor is also wholly liable for damage or injury to other persons and/or property.

1.1.7. Disposal of Waste/Excess Material: Contractor shall remove all waste and excess material from work of Cooper River Rediversion Project to a proper disposal site in strict accordance with applicable Federal, State, County, and Local laws.

1.1.8. Protection of Existing Vegetation: Contractor shall maintain work site in an orderly and safe fashion. Upon contract completion or termination, contractor shall return work site to the state at which the Government initially provided, excluding task order work.

1.1.9. Quality Control: Contractor must ensure quality control is performed. As a minimum, contractor shall develop quality control procedures addressing the areas identified in section 2 below for acceptance by the Contracting Officer. The Government Inspector will oversee compliance with the quality control procedures and ensure work performance in accordance with task statement of work.

2. EQUIPMENT RENTAL AND LABOR SERVICES

2.1. Roving Supervisor: Contractor shall designate onsite working/roving supervisor in writing. Supervisor shall have full authority to act on behalf of the Contractor. Supervisor must be qualified to supervise onsite laborers. Supervisor must direct operations of labor crew and supervise ongoing work as to safety, workmanship, and quality and make recommendations to the Government on how to improve the same. Supervisor will be required, but not limited to, attend meetings with the Government and prepare daily Quality Control Reports. Supervisor must provide the Government Inspector with a telephone number in which he may be contacted at all times.

2.2. Laborers/Work Crews: Contractor shall provide adequate sized and skilled labor force necessary to complete the work within the performance period. Labor force may be required to, but is not limited to, use the following tools and equipment: hammer, shovel (all types), ax (single and double bit), hoe (all types), tree pruning shear, tree pruning saw (hand and pole), machete, brush hook, weed sling, broom, mop, etc. All tools must be safe and serviceable to perform work. All non-serviceable tools must be replaced at the Contractor's expense prior to commencing work.

2.2.1. Payment for work crews (maximum of five laborers) will be based on an hourly rate of each individual laborer. For example, a four member work crew works four hours will be counted as 16 hours (4 crew members X 4 work hours) and paid per the unit price in the contract. A reduction or an increase in the work crew size will be paid accordingly.

2.3. Equipment with Operators: Contractor shall provide equipment, skilled and licensed operators of equipment, fuel, necessary equipment for transportation of fuel to equipment, transportation of equipment, appliances, supplies, and all incidentals for the efficient operation of the equipment necessary to perform task. See Appendix A for type of equipment. Contractor is responsible for all equipment related cost and maintenance. Equipment must be safe and serviceable to perform work. All non-serviceable equipment must be replaced at the Contractor's expense prior to commencing work. Contractor shall obtain necessary licenses and permits to

transport equipment on public roads and shall comply with all applicable Federal, State and municipal laws, codes, and regulations that apply to equipment operations. Contractor shall perform operations in compliance with Corps of Engineers Safety Manual EM 385-1-1, dated September 1996, as amended. Contractor shall install seat belts, fire extinguishers, rollover protection devices, and back up alarms on equipment in accordance with EM 385- 1-1.

2.3.1. Payment for equipment shall be by hourly rental rate including the cost of the operator of the equipment. Rental rates shall not begin until the equipment is delivered and work has begun at the work area. All equipment must have an hour meter wired into the engine to record the number of hours the equipment is in use for each task and the hours shall be recorded in a logbook and must be kept current and available at all times to the Government.

2.4. Welder with Operator: Contractor shall provide a welder with a minimum of 225 amperes, skilled operator of welder, transportation of welder, safety equipment, tools, equipment to perform welding activities, fuel to power welder, and all incidentals for the efficient operation of the welder necessary to perform task. Examples of items to be welded, but not limited to, are metal gates, hinges, brackets, pipe fences, metal structures on docks, pipe pilings, equipment, etc.

Appendix A, Probable Equipment

1. Bulldozer, D-5 or equivalent
2. Bulldozer, John Deere 450 or equivalent equipped with angle and tilt blade control
3. Dump Truck, 12 yard minimum, tandem rear axle
4. Dump Bed Truck, 6 yard minimum, stake body, dump bed
5. Backhoe Loader, minimum 45 HP, rubber tired, hydraulically controlled, with $\frac{3}{4}$ yard front bucket and 18 inch minimum rear bucket
6. Trackhoe, crawler/tractor type, with $\frac{3}{4}$ yard bucket with 27 foot reach
7. Brush and Limb Chipper, minimum 4 inch disk chipper, 20 HP and automatic feed
8. Motor Grader, with 12 foot blade minimum
9. Farm Tractor, minimum 40 HP, Live P.T.O., rubber tired with implements.
10. Boat, 14 foot minimum, 25 HP minimum
11. Portable Welder, 225 minimum amperes
12. Chain Saw, minimum 14 inch bar with minimum engine displacement of 2 cubic inches
13. Farm Tractor, minimum 27 HP, Live P.T.O., rubber tired with implements

Appendix B, Maps

Maps will be provided to the awardee.

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

BASIS FOR AWARD: Award will be made on the basis of the lowest price technically acceptable proposal. First, offers will be evaluated for responsiveness. Secondly, offers will be evaluated considering price. Next, offers will be evaluated considering technical acceptability. Offers shall provide documentataion demonstrating offeror's ability to perform the scope of work in SOW Section 1.1.2. and capability to provide all equipment rental and labor services in SOW Section 2 based on experience. For offers' documentation to be considered technically acceptable, compliance will be considered either Meeting or Not Meeting the requirements of the Statement of Work. Finally, past performance information will not be evaluated for comparative assesssment but reviewed only of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. **The Government reserves the right to award without discussions, so offerors shall initially submit their best offer.**

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

52.200-4802 CONTRACT AMOUNT

- (a) The maximum quantity of services the Government may order is subject to **award base year amount**.
- (b) One Hundred Fifty Thousand Dollars (\$150,000.00) limitation per delivery order.
- (c) The Government hereby obligates itself to order goods or services priced at not less than: Two percent (2%) of **the awarded base year amount** or Five Hundred Thousand Dollars (\$500,000), whichever is less, in the base year, and one percent (1%) or Two Hundred Fifty Thousand Dollars (\$250,000), or whichever is less, in each option year (if applicable).
- (d) Funding Citation: **To be cited on individual delivery orders**.
- (e) The services to be obtained by this document are authorized by, are for the purpose set forth in, and are chargeable to allotments to be established by delivery orders issued hereunder.
(End of paragraph)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
 - (1) Any order for a single item in excess of **\$25,000.00**;
 - (2) Any order for a combination of items in excess of **\$150,000.00**; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(End of Summary of Changes)