AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0003	19-Jul-2002	W32CS5-2004-3218	

6. ISSUED BY CODE DACW17
USA ENGINEER DISTRICT, JACKSONVILLE
400 WEST BAY STREET CESAJ-CT (ROOM 867)
JACKSONVILLE FL 32202-4412

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)

CODE FACILITY CODE

X	9A. AMENDMENT OF SOLICITATION NO. DACW17-02-B-0009
X	9B. DATED (SEE ITEM 11) 14-Mar-2002
	10A. MOD. OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [X] 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 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.)

Central and Southern Florida Project for Flood Control and Other Purposes, C-51 Stormwater Treatment Area 1 East Contract 6, Palm Beach County, Florida

The Bid Opening date is changed from July 23, 2002 to July 30, 2002 at 2:00 p.m.

Incorporate attached revised General Wage Decision No. FL020032 dated 7-5-2002 into your solicitation, replacing pages 00010-6 through 00010-8.

See Page 2 for continuation.

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)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Section 00800

The following clauses which are incorporated by full text have been added or modified:

EFARS 52.232-5002 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995)

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of $1,000.00 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a Suspension of Work or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of 60 days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

(End of clause)

(CESAJ paragraph number 998.232-3)

General Decision Number FL020032

General Decision Number **FL020032**
Superseded General Decision No. FL010032
State: **Florida**
Construction Type:
HEAVY
County(ies):

BROWARD	LEE	ST LUCIE
COLLIER	MARTIN	
DADE	PALM BEACH	

HEAVY CONSTRUCTION PROJECTS (Excluding Sewer & Water Lines)

Modification Number	Publication Date
0	03/01/2002
1	03/29/2002
2	05/10/2002
3	06/07/2002
4	07/05/2002

COUNTY(ies):

BROWARD	LEE	ST LUCIE
COLLIER	MARTIN	
DADE	PALM BEACH	

CARP1026D 01/01/2002

	Rates	Fringes
PILEDRIVERMEN	19.00	5.70

ELEC0323C 09/05/1993

	Rates	Fringes
MARTIN, PALM BEACH, AND ST LUCIE COUNTIES		
ELECTRICIANS	15.88	21.5%

ELEC0349B 06/01/2002

	Rates	Fringes
DADE COUNTY		
ELECTRICIANS:		
Electrical contracts including materials that are less than $2,000,000	20.50	4.30+8%
Electrical contracts including materials that are $2,000,000 and over	22.96	4.30+8%

ELEC0728A 09/01/2001

	Rates	Fringes
BROWARD AND COLLIER COUNTIES		
ELECTRICIANS	22.96	3%+6.18

ELEC0915B 12/01/2000

	Rates	Fringes
LEE COUNTY		
ELECTRICIANS	20.09	27%+.25

ENGI0487B 10/01/2001

	Rates	Fringes
DADE COUNTY		

POWER EQUIPMENT OPERATORS:

Backhoes, Bulldozers	18.30	3.40
Cranes	21.88	3.40
Oilers	16.15	3.40

ENGI0487C 07/01/2001

	Rates	Fringes
BROWARD, COLLIER, LEE, MARTIN, PALM BEACH, AND ST LUCIE COUNTIES		
POWER EQUIPMENT OPERATRORS:		
All Tower Cranes and all Cranes with boom length 150 ft and over	21.64	5.50
Cranes with boom length less than 150 ft, Backhoes, and Bulldozers	20.92	5.50
Oilers	17.69	5.50

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* PLUM0630A 07/01/2002

	Rates	Fringes
LEE, MARTIN, PALM BEACH, AND ST LUCIE COUNTIES		
PIPEFITTERS	26.26	5.91

PLUM0725B 01/16/2001

	Rates	Fringes
BROWARD AND DADE COUNTIES		
PIPEFITTERS	23.10	5.90

SUFL2016A 01/26/1990

	Rates	Fringes
CARPENTERS	12.71	2.71
CEMENT MASONS	10.50	
LABORERS	5.72	
POWER EQUIPMENT OPERATORS:		
Loaders	11.25	2.55

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION