

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO. <b>0002</b>	3. EFFECTIVE DATE <b>16-Aug-2002</b>	4. REQUISITION/PURCHASE REQ. NO. W32CS520546395	5. PROJECT NO.(if applicable)
6. ISSUED BY USA ENGINEER DISTRICT, JACKSONVILLE 400 WEST BAY STREET CESAJ-CT (ROOM 867) JACKSONVILLE FL 32202-4412		7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)	X	9A. AMENDMENT OF SOLICITATION NO. DACW17-02-B-0011
	X	9B. DATED (SEE ITEM 11) 16-Jul-2002
		10A. MOD. OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

**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 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.)  
**SAN JUAN HARBOR, PUERTO RICO; PROJECT MODIFICATIONS FOR IMPROVEMENT OF THE ENVIRONMENT AT LA ESPERANZA PENINSULA, CANTANO, PUERTO RICO**

ANY ENCLOSURES ACCOMPANYING THIS AMENDMENT SHOULD BE INSERTED IN THE PLANS AND SPECIFICATIONS AS APPLICABLE. ALL SUPERSEDED MATERIALS SHOULD BE REMOVED AND OR ADEQUATELY MARKED TO INDICATE THEY HAVE BEEN SUPERSEDED.

THE BID OPENING DATE AND TIME REMAINS UNCHANGED.

SEE ATTACHED CONTINUATION PAGE.

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  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)
		16C. DATE SIGNED  16-Aug-2002

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**SPECIFICATION CHANGES**

**SECTION 00010** - Delete SF 1442 and replace with revised SF 1442.

**SECTION 00600** – Delete page 00600-5 and replace with revised attached page.

**SECTION 00800:** Delete pages 00800-ii, 00800-9, and 00800-10 and replace with revised attached pages.

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACW17-02-B-0011-0002	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	16-Jul-2002	1 OF 135

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	W32CS520546395	

7. ISSUED BY	CODE	DACW17	8. ADDRESS OFFER TO (If Other Than Item 7) CODE	ANTILLES
USA ENGINEER DISTRICT, JACKSONVILLE 400 WEST BAY STREET CESAJ-CT (ROOM 867) JACKSONVILLE FL 32202-4412			ANTILLES OFFICE U.S. ARMY CORPS OF ENGINEERS (CESAJ-DS) 400 FERNANDEZ JUNCOS AVENUE SAN JUAN PR 00901-3299	
TEL:	FAX:		TEL:	FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	WANDA I CRUZ	904-232-2813

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

SAN JUAN HARBOR, PUERTO RICO; PROJECT MODIFICATION FOR IMPROVEMENT OF THE ENVIRONMENT AT LA ESPERANZA PENINSULA, CATANO, PUERTO RICO.

DRAWING FILE NO. 102-38. 205 DATED JUNE 2001.

DESCRIPTION OF WORK: SEE ATTACHED PAGE 00010-3.

MAGNITUDE OF CONSTRUCTION IS BETWEEN \$1,000,000.00 AND \$5,000,000.00.

THIS IS AN UNRESTRICTED PROCUREMENT. ALL BUSINESSES ARE ENCOURAGED TO PARTICIPATE.

YOU MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION IN ORDER TO BE ELIGIBLE TO RECEIVE AND AWARD FROM THIS SOLICITATION. CALL 1-888-227-2423 FOR MORE INFORMATION.

NOTE: BLOCK 13.A., BID OPENING WILL BE AT THE ANTILLES OFFICE, 400 FERNANDEZ JUNCOS AVENUE, SAN JUAN, PUERTO RICO. THE BID BOX IS LOCATED ON THE FIRST FLOOR (CONFERENCE ROOM).

11. The Contractor shall begin performance within 30 calendar days and complete it within 210 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See Section 00700 \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM (hour) local time 20 Aug 2002 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

(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.

(End of Provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002).

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234490

(2) The small business size standard is ~~\$28,500,000.00~~ \$17,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

999.223-4025	SIGNAL LIGHTS
999.223-4026	U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1
999.236-4012	DAMAGE TO WORK
999.236-4013	CONTINUITY OF WORK
<u>999.236-4026</u>	<u>BRIDGE TO BRIDGE COMMUNICATION</u>
999.236-4030 (Alt I)	NOTICE TO MARINERS -- CONSTRUCTION CONTRACTS
999.236-4059	ITEMS OF WORK TO BE PERFORMED BY THE CONTRACTOR
999.242-4001	ENGLISH SPEAKING REPRESENTATIVE
999.242-4005	CONTRACTING OFFICER'S PROJECT BUSINESS ADDRESS

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil>. (At the HQ homepage, select Safety and Occupational Health.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the date the solicitation for this contract/purchase order was issued.

(End of paragraph number 999.223-4026)

## DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the Permits And Responsibilities clause of this contract. However, if, in the judgement of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane, or tornado, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment pursuant to the CHANGES clause of this contract will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

(End of paragraph number 999.236-4012)

## CONTINUITY OF WORK

No payment will be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured, except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when, for any reason, the gauges or ranges cannot be seen or properly followed.

(End of paragraph number 999.236-4013)

## NOTICE TO MARINERS -- CONSTRUCTION CONTRACTS

Should the Contractor, during operations, encounter any objects on the channel bottom which could be a hazard to navigation, the Contractor shall immediately notify the Contracting Officer as to the location of said object and shall provide any other pertinent information necessary for the Contracting Officer to prepare and issue a Notice to Mariners.

(End of paragraph number 999.236-4030)

## BRIDGE-TO-BRIDGE COMMUNICATION

In order that radio communication may be made with passing vessels, all dredges engaged in work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The

radio equipment shall operate on a single channel very high frequency (VHF), FM, on a frequency of 156.55 MC per second with low power output having a communication range of approximately ten miles. The frequency has been approved by the Federal Communications Commission. Channels #13 and #16 must be monitored at all times.

(End of paragraph number 999.236-4026)

#### ITEMS OF WORK TO BE PERFORMED BY THE CONTRACTOR

Attention is invited to the requirements of the Performance Of Work By The Contractor clause of this contract. The Contractor must furnish the Contracting Officer, within 5 days after award, a listing of the items of work that will be performed by the Contractor's own forces and the estimated cost of those items unless the information was submitted with the offer.

(End of paragraph number 999.236-4059)

#### ENGLISH SPEAKING REPRESENTATIVE

At all times when any performance of the work at any site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall have a representative present at each site who has the capability of receiving instructions in the English language, fluently speaking the English language and explaining the work operations to persons performing the work in the language that those performing the work are capable of understanding. The Contracting Officer shall have the right to determine whether the proposed representative has sufficient technical and bilingual capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

(End of paragraph 999.242-4001)

#### CONTRACTING OFFICER'S PROJECT BUSINESS ADDRESS

Once the contract is awarded, all communication, submittals, and inquiries by the Contractor regarding the project shall be directed and addressed to Antilles Construction Office, U.S. Army Corps of Engineers, 400 Fernandez Juncos Avenue, San Juan, Puerto Rico 00901-3299. All communications to be in the English language.

(End of paragraph number 999.242-4005)