

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 25-Feb-2004	4. REQUISITION/PURCHASE REQ. NO. W81C8X-3345-1907		5. PROJECT NO.(If applicable)
6. ISSUED BY CONTRACTING DIVISION USARMY ENGR DIST ST LOUIS 1222 SPRUCE ST RM 4.207 ST LOUIS MO 63103-2833	CODE W912P9	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. W912P9-04-B-0204	
		X	9B. DATED (SEE ITEM 11) 23-Jan-2004	
			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 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 _____ 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.) See Admendment 02 Changes.				
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 25-Feb-2004	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION 00010 - SOLICITATION CONTRACT FORM

The following have been added by full text:

ADMENDMENT 02 CHANGES

The following changes are being amended to Solicitation W912P9-04-B-0204:

Page 1 - block 13 - 01 March 2004, Time 11:00 AM changed to 16 March 2004, Time 11:00 AM

Page 1 of 8, Delivery Date 01 March 2004, changed to 16 March 2004

## Section 00100 – BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

1. The following have been deleted from: LOCAL CLAUSES
  - a. Inspection of Information
  - b. Quantities in Lump Sum Items
  - c. Work to be performed by Contractor's own Organization
  - d. Temporary Project Safety Fencing
  - e. Equipment Ownership & Operate Expense Schedule

## LOCAL CLAUSES REVISED

## AUTHORIZATION

This contract is effected pursuant to 10 USC 2304.

(End of Clause)

## TELEGRAPHIC MODIFICATIONS

Telegraphic bids/offers are not authorized, however, modification or withdrawal of bids/offers by telegram is authorized provided telegraphic notice is submitted so as to be received in the office designated in this Solicitation not later than the exact time set for opening of bids/receipt of proposals. The telegraphic modification or withdrawal received in such office by telephone from the receiving telegraph office not later than the time set for opening of bids/receipt of proposals shall be considered if such message is confirmed by the telegraph company by sending a copy of the telegram which formed the basis for the telephone call. NOTE: The term "telegram" includes mailgrams.

(End of Clause)

## AMENDMENTS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Solicitation. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

(End of Clause)

#### PRE-AWARD INFORMATION

The low bidder shall, upon request of the Contracting Officer, furnish a statement of whether he or she is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, a brief description of the work, and the manner of its execution, and giving such other information as will tend to show the bidder's ability to prosecute the required work. The bidder shall furnish the above information for at least 4 commercial firms and/or Government agencies for whom he or she has performed work. The "such other information" referred to above shall include but is not limited to the following:

- (1) The name and address of the office or firm under which such work was performed.
- (2) A brief history of business experience, including length of time in present business.
- (3) A list of key personnel available for instant project and their qualifications.
- (4) A copy of bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that the financial condition is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential.
- (5) A list of present commitments, including the dollar value thereof, and name of office under which the work is being performed.
- (6) A list of the plant available to the bidder and proposed for use on the work.

(End of Clause)

#### QUESTIONS

Prospective bidders are encouraged to submit written questions on any aspect of the Solicitation. In this connection, see the paragraph entitled "Explanation to Prospective Bidders" of SECTION 00100, INSTRUCTIONS TO BIDDERS. Responses to written or verbal questions that result in a change to the plans and specifications will be answered by amendment only in order to provide all prospective bidders the changes at the same time. All TECHNICAL questions, written or verbal, regarding this Solicitation, before bids have been opened, should be referred to Linda Bolton 314-331-8273, FAX 314-331-8244, U.S. Army Corps of Engineers, RAY Building, 1222 Spruce Street, St. Louis, Missouri 63103-2833. Questions concerning CONTRACTUAL matters or information on obtaining plans, specifications, and bidding documents should be referred to BARRIETTA KILLIEBREW Contract Specialist, Contracting Division, 4th Floor, Room 4.207, address 12) FAX (314-331-8514). COLLECT TELEPHONE CALLS WILL NOT BE ACCEPTED.

(End of Clause)

#### SITE OF THE WORK

Bidders are advised that for the purpose of applicability of the Davis-Bacon Act and other contract labor standards provisions, "the site of the work" under the contract to be awarded pursuant to this Solicitation may not be limited to the physical place(s) where the construction called for in the contract will remain when work on it has been completed. The "site of the work" may include other adjacent or nearby property used by the contractor or subcontractors during such construction. For example, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., will be considered part of the site of the work, provided they are dedicated exclusively or nearly so to performance on the contract and are so located in proximity to the actual construction location that it would be reasonable to include them.

(End of Clause)

#### VALUE ENGINEERING (VE) PAYMENT TO CONTRACTORS

Value Engineering. Special attention is invited to the Contract Clause entitled, "Value Engineering--Construction". The St. Louis District policy to authorize immediate payment to contractors for their portion of VECP savings is an important step in providing adequate incentives to contractors for their support of this program. Carefully review the contract documents for potential savings and submit ideas promptly upon award to maximize savings.

(End of Clause)

**BONDS**

a. **BID BOND/BID GUARANTEE** - Each bidder shall submit WITH HIS/HER BID a Bid Bond/Bid Guarantee in the amount and form prescribed in Section 00700, Contract Clause FAR 52.228-1 "BID GUARANTEE".

b. **PERFORMANCE AND PAYMENT BONDS** - Within 10 days after the prescribed forms are presented to the successful bidder, Performance and Payment bonds in good and sufficient surety or sureties acceptable to the Government shall be furnished. This requirement is further discussed in Contract Clause FAR 52.228-15 "PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION".

Performance and Payment bonds shall be furnished by the Contractor to the Government prior to commencement of contract performance.

**FAILURE TO INCLUDE BID BOND OR OTHER BID SECURITY ON TIME MAY BE CAUSE FOR REJECTION OF THE BID AS NONRESPONSIVE. LATE BOND OR OTHER SECURITY WILL BE TREATED IN THE SAME MANNER AS LATE BIDS. (ALSO SEE SECTION 00100 -- FAR 52.214-7)**

(End of Clause)

**STATE OF MISSOURI AND ILLINOIS SALES TAX**

After contract award, the successful contractor, his/her subcontractors and material suppliers may claim an exemption from Missouri and/or Illinois sales tax on Federal Construction Projects.

UPON REQUEST, the Contracting Officer will provide the appropriate tax-exempt certificate.

END OF SECTION 00100

**Section 00600-REPRESENTATION & CERIFICATIONS**

1. The following have been added by full text:

252.204-7004 Alt A Required Central Contractor Registration ATL A (NOV 2003)

**Section 00700 – CONTRACT CLAUSES**

1. The following have been added by full text:

a. 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

2. The following have been deleted: (Duplication/and ,or Not Applicable)

a. 52.232-5001 Continuing Contracts (MAR 1995)

**SECTION 00600 - REPRESENTATIONS & CERTIFICATIONS**

The following have been added by full text:

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

## SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 365 days.

(End of Clause)

The following have been deleted:

52.232-5001

Continuing Contracts (Mar 1995)

MAY 1999

(End of Summary of Changes)