

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES  
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2. AMENDMENT/MODIFICATION NO.

Am-0003

3. EFFECTIVE DATE

03/12/02

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

U.S. Army Corps of Engineers  
Honolulu Engineer District  
Building 230  
Fort Shafter, Hawaii 96858-5440

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(√)

9A. AMENDMENT OF SOLICITATION NO.

DACW83-02-B-0001

9B. DATED (SEE ITEM 11)

02/07/02

10A. MODIFICATION OF CONTRACTS/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

**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 Offers tended.

is extended,  is not ex-

Offers 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.)

Launiupoko Shore Protection Project, Island of Maui, Hawaii

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

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

1. CHANGES TO SPECIFICATIONS. Attached hereto are revised pages to the specifications. Changes are indicated by an asterisk in the left margin opposite the beginning of a revision and an asterisk in the right margin opposite the end. Revised pages replace like-numbered pages. The revision mark “(Am-0002)” is shown on each revised page.

<u>SECTION NO.</u>	<u>PAGE NO(S).</u>
00010	Page 1 of the SF 1442
00800	00800-5
01430	Scope of Work, Marine Water Quality Monitoring Services Pages 2 and 3

2. CHANGES TO DRAWING (NOT ISSUED). Following are revisions made to Drawing No. 164-90-06, Sheet No. 2, Ring No. 2. Revised drawing will not be issued with this amendment but will be furnished to the successful bidder at the time of award of the contract.

At Zones D3 and D4, change “Temporary Concrete Portable Barrier” to “DOT Installed Guard Rail - If the contractor disassembles any part of the existing guard rail to access the road side for equipment or materials storage, he will temporarily install suitable inertial barriers at the ends of the open section for traffic safety. The size and weight of the inertial barriers is shown in the State of Hawaii Specifications Section 649 (Am-0001).”

At Zone D6, delete “Begin 30 L F of Rubrail, Govt Option 2, See Det 1/2/2.”

At Zones C5 and C6, add Note 5 under “Metal Guard Rail Government Option No. 2” as follows: “For details of the guard rail over the culvert, see Sheets 10 and 11”.

3. The bid opening date of March 18, 2002, 2:00 P.M., Hawaiian Standard Time, is hereby extended to March 22, 2002, 2:00 P.M., Hawaiian Standard Time.

<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
	DACW83-02-B-0001	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	02/07/02	1		4

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

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
U.S. Army Corps of Engineers Honolulu Engineer District Building 230 Fort Shafter, Hawaii 96858-5440		U.S. Army Corps of Engineers Honolulu Engineer District Building 200, Construction/A-E Contracts Branch Fort Shafter, Hawaii 96858-5440

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Renee M. Hicks	(808) 438-8564

**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)

LAUNIUPOKO SHORE PROTECTION PROJECT, ISLAND OF MAUI, HAWAII  
(SEE MAIN TOC)

11. The Contractor shall begin performance 7 calendar days and complete it 270 calendar days after receiving  award,  notice to proceed. This performance period  mandatory  negotiable. (See 52.211-10, Section 00700 .)

12a. 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	14

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original 1 copies to perform the work required are due at the place specified in Item 8 2:00p.m (hour) local time 03/22/02 (HST) (date). If this is a sealed bid solicitation, offers will 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

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if after tests are performed on selected samples, the material is found not to meet the specific requirements.

[End of Statement]

S-36.5 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON 5 DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	4	4	2	1	1	1	1	1	2	3	4

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). [ER 415-1-15, 31 Oct 89]

S-36.21 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is

e. Prepare and submit reports.

\* Includes up to 26 samples.

#### 4. SPECIFIC WORK TASK DETAILS.

a. Coordinate with the ARCO. The Contractor shall coordinate with the ARCO to gather project information, provide scheduling, points of contact, resolve contract difficulties, attend conferences and provide project status, and to assure timely and appropriate scheduling and completion of each of the sampling phases (pre-construction, during-construction, and post-construction).

\* b. Establish Appropriate Quality Control and Quality Assurance Procedures. The Contractor shall establish appropriate quality control (QC) and quality assurance (QA) procedures for this work. The QA/QC procedures shall cover the sample collection, sample transport, lab analysis and reporting of data. As a minimum, ~~for each sampling day one trip blank (deionized water) and~~ one duplicate station sample (blind laboratory sample) shall be subjected to the same handling and laboratory analysis as regular samples (described in section 4.c., below). The QA/QC procedures shall be described in a QA/QC Plan, which shall be submitted in writing to the ARCO for approval prior to the initiation of sampling. \*

\* c. Collect Samples and Associated Field Data. A set of water samples shall be collected by the Contractor during each of 32 separate sample days (3 pre-construction, 26 during-construction, and 3 post-construction), with the proposed sampling dates subject to the approval of the ARCO. Sampling intervals for all phases shall be once per week. The post-construction sampling shall commence not sooner than 15 days following the last day of construction (as confirmed through coordination with the ARCO) and shall be completed within 36 days of the last day of construction. The water samples shall be collected at mid-water depth because of the shallow depths at the project site. A total of 192 water samples (6 samples per set) will be collected for the monitoring study. Five (5) sampling stations will be established along the project shoreline (as shown in figure 1-3). Two stations, to monitor construction-related effects, will be located approximately 1 meter seaward of the silt containment device surroundings the construction operation at a point directly adjacent to the active construction site and separated laterally by an interval of approximately 10 meters. These two stations will move laterally, keeping abreast of the current location of construction activity as it progresses along the shoreline. The two project reaches will be constructed sequentially. The three reference stations shall be located at a comparable distance from the shoreline with one station located approximately 100 meters south near Launiupoko Wayside Park, one \*

located approximately 100 meters north of the construction operation and one located midway between the two project. The location of each sampling station shall be determined and recorded to an accuracy of 0.5 seconds of latitude and longitude. The collection of samples at each station shall be performed consistently with respect to depth from surface and stage of the tide, so that individual samples and sample sets represent replicates suitable for statistical analysis. Weather conditions, wave action, wind direction, tidal condition, and activities observed at each station during collection of the water samples shall also be recorded. Sample containers, preservation, and maximum holding times shall be as specified for turbidity in Table II of 40 CFR Part 136 (Reference c).

d. Analyze Samples for Specified Parameters.

\* (1) The Contractor shall analyze all 192 samples (5 Field, 1 QC ~~and 1 Blank/Event~~) for turbidity (NTU) and total suspended solids, according to the method(s) specified in Federal regulations at 40 CFR Part 136 (Reference c) or, where this is lacking in information, then according to the method(s) of Reference a. Analysis shall include any necessary calibration of instruments, analysis of ~~laboratory blanks~~, quality control samples or other mandates of the specified methods. Minimum detection limits will be as follows: turbidity, 0.01 NTU; total suspended solids, 0.01 mg/l. The Contractor may substitute other methods only with the prior approval of the ARCO. \*

(2) All samples must be analyzed within the relevant maximum holding times stated in Table II of 40 CFR Part 136. The Government will not accept data generated after the maximum holding times have expired unless agreed upon in advance and with the approval of the Authorized Representative of the Contracting Officer.

e. Prepare and Submit Reports. The Contractor shall provide preliminary laboratory reports (when requested by the Government), written laboratory reports, and a final written summary report.

(1) Preliminary laboratory reports may be requested by the Government. These shall be furnished at no additional charge to the Government and may be given verbally (via telephone) or by facsimile (FAX) transmission. Preliminary reports are acknowledged to be tentative, subject to confirmation or change.

(2) A brief (approximately 1-2 pages) written laboratory report shall be prepared for each sample day. Each of these reports shall list the project name; the date of sample collection; the date of laboratory analysis; the name of the laboratory performing the analysis; the initials of the analyst; a brief statement concerning the observed degree of compliance or noncompliance with state water quality standards (Reference b) as