

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 10-Aug-2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable) ED-99-008
6. ISSUED BY USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651	CODE W912P8	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. W912P8-07-B-0036	
		X	9B. DATED (SEE ITEM 11) 25-Jul-2007	
			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. 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.) The above numbered solicitation for West Atchafalaya Basin Protection Levee, Item W-86 Second Lift, Levee Enlargement, Berms and Foreshore Protection B/L Station 4427+00 to B/L Sta. 4713+00, is hereby amended as follows: Bid Opening Date and Time of 30 August 2007, 2:00 P.M. CST remains unchanged.				
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 10-Aug-2007

SECTION 00010

Delete pages 00010-3, 4, 5 in their entirety and substitute the following attached revised pages 00010-3, 4, 5 therefore.

SECTION 00700

Insert the following clause:

52.219-3 Notice of Total HUBZone Set-Aside (Jan 1999)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

SECTION 02318

Page 3 paragraph 3.1.2.1 Delete the 3rd to last sentence in the paragraph and substitute the following therefore:

"Earthen material deemed unsuitable for the levee construction during excavation shall be placed along the Limit of Construction at the northern end of Borrow Pit "B" and the western side of Borrow Pits A and B's between pit boundaries and Right of Way."

DRAWINGS

Delete Dwg. C-01 and replace with the attached revised Dwg. C-01.

SECTION 00010 - BIDDING SCHEDULE

Atchafalaya Basin Protection Levee
W-86 Levee Enlargement, 2nd Lift
B/L Station 4427+00 to B/L Station 4713+00
Iberia and St. Mary Parish, Louisiana

Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Estimated Amount
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0001	Mobilization and Demobilization	01	LS		
0002	Clearing and Grubbing	01	LS		
0003	Embankment - Compacted Fill	175,500	CY		
0004	Surfacing				
0004AA*	First 6,200 Cubic Yards	6,200	CY		
0004AB*	All Over 6,200 Cubic Yards	1,300	CY		
0005	Silt Fence				
0005AA*	First 7,680 Linear Feet	7,680	LF		
0005AB*	All Over 7,680 Linear Feet	1,920	LF		
0006	Truck Wash-Down Rack	01	LS		
0007	Fertilizing and Seeding	30	AC		
0008	Borrow Pit Development	01	LS		
0009	Armor Stone	40,000	TONS		
0010	Geotextile	33,000	SY		

* Denotes a change from the previous Bidding Schedule

TOTAL: \$

Award will be made as a whole to one bidder.

NOTE 1: Bidders shall furnish unit prices for each item listed in the Schedule requiring a unit price. If the bidder fails to insert a unit price in the appropriate blank for required item(s), but does furnish an extended total, or an estimated amount for such item(s), the Government shall deem the unit price to be the quotient obtained by dividing the extended amount for that line item by the quantity. IF A BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED TOTAL OR ESTIMATED AMOUNT FOR ANY ITEM, ITS BID SHALL BE DECLARED NON-RESPONSIVE AND THEREFORE INELIGIBLE FOR AWARD.

NOTE 2: Any bid may be rejected if the Contracting Officer determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only total price of bid, but the price for individual line items as well. Any bid may be rejected if the prices for any line items or sub line items are materially unbalanced (See [FAR 14.404-2](#)).

NOTE 3: THE NOTICE TO PROCEED (NTP): The successful bidder is advised that performance and payment bonds shall be submitted in accordance with the time frame in block 12B of SF 1442. The NTP will be issued immediately after verification of acceptable performance and payment bonds. Within seven (7) days after issuance of the NTP, the Contractor shall initiate a meeting to discuss the submittal process with the Area or Resident Engineer or his authorized representative. Physical work cannot start until the Accident Prevention Program, Contractor Quality Control Plan, and other submittals which may be required, have been submitted and approved and all preliminary meetings called for under the contract, have been conducted.

EVALUATION OF SUBDIVIDED ITEMS. (EFARS 52.211-5000 - MAR 95).

Item Nos. 0004 and 0005 are subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its sub-items.

VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. (EFARS 52.211-5001 - MAR 95).

The Variations in Estimated Quantities Subdivided Items clause is applicable only in Item Nos. 0004 and 0005.

a. Variations from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Item Nos. 0004 and 0005 is less than 85% of the quantity of the first sub-item listed under such items, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment in contract price shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantity – Apr 84 .

c. If the quantity of work performed under Item Nos. 0004 and 0005 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item No. 0004 and 0005 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract, the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantity.

