

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 13-Oct-2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable) BPA AGREEMENT
6. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201	CODE W912DR	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. W912DR-04-T-0164	
		X	9B. DATED (SEE ITEM 11) 07-Oct-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 checked="" 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 <u>  1  </u> 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.) REQUEST FOR QUOTATIONS, W912DR-04-T-0164 FOR THE DEMOLITION OF VARIOUS PROPERTIES LOCATED IN THE FLOOD AREA OF SCRANTON, PA THAT WERE ACQUIRED BY THE GOVERNMENT IS AMENDED TO REFLECT THE FOLLOWING CHANGES/ADDITIONS PER THE ENCLOSED SUMMARY OF 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 13-Oct-2004	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 14-Oct-2004 02:00 PM to 21-Oct-2004 12:00 PM.

The required performance has changed from SEE ENCLOSED SCOPE OF WORK AND PROVIDE A PROPOSAL FOR THE TWO LOCATIONS, 2514 AND 2518 AMELIA AVENUE, SCRANTON, PA PER THE ENCLOSED SURVEY LETTERS.SEE BPA TERMS AND CONDITIONS to SEE ENCLOSED SCOPE OF WORK AND PROVIDE A PROPOSAL FOR THE TWO LOCATIONS, 2514 AND 2518 AMELIA AVENUE, SCRANTON, PA PER THE ENCLOSED SURVEY LETTERS.SEE BPA TERMS AND CONDITIONSTHERE MAY BE ONE OR MORE AWARDS OF BLANKET PURCHASE AGREEMENTS MADE FROM THIS REQUEST FOR QUOTATIONS..

## SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

GENERAL REQUIREMENTS

GENERAL REQUIREMENTS  
FOR  
BLANKET PURCHASE AGREEMENT

**The contractor shall provide all management, supervision, labor, materials, tools and equipment necessary to perform the demolition** of existing facilities, utilities, and site work in accordance with the below clause entitled "Scope of Work". Whenever the words "Contracting Officer" or Government appear, this will also include direction/concurrence with the Ordering Officer, Mr. James P. Moore.

The scope of services shall be negotiated fixed priced Blanket Purchase Agreement (BPA) construction call records. Upon notice from the Ordering Officer of a requirement, the Contractor shall submit a price proposal to the Government for each potential call record. The proposal submitted by the Contractor shall be a detailed proposal comprised of a breakdown of labor, material and equipment quantities and costs. This breakdown shall also be required for any subcontractors.

## PLACE OF PERFORMANCE

The area of work will be performed at various locations in the Plot and Green Ridge sections of the City of Scranton.

## PERIOD OF PERFORMANCE

The period of performance for this Blanket Purchase Agreement (BPA) shall be for a 24 (twenty-four) month period, beginning with the date of this BPA (block 3, page 1) or upon reaching a total maximum amount of \$500,000.00, whichever occurs first. Calls under this Agreement may be issued during the entire performance period. Expiration of the performance period during which orders may be issued shall not affect any order placed prior to the expiration of such period.

## CONTRACT VALUE

The total maximum Blanket Purchase Agreement value shall be \$500,000.00. No individual call under this agreement shall exceed \$25,000.

#### EXTENT OF OBLIGATION

The government is obligated to the extent of authorized calls actually placed against this blanket purchase agreement.

The following authorized individuals are authorized to request performance under the blanket purchase agreement (identified by position title and/or name)

1) William (Tony) Epps, Gloria Frost, Jackie Henderson, Cheri Ames and Sandy\_Wicks, Purchasing Agents, Simplified Acquisition Team, Contracting Division, Baltimore District. No individual call shall exceed \$25,000.00.

2) Patricia J. Hensley, Contracting Officer, Team Leader, Simplified Acquisition Team, Contracting Division, Baltimore District. No individual call shall exceed \$25,000.00.

3) James P. Moore, Ordering Officer/Resident Engineer, Baltimore District. No individual call shall exceed \$25,000.00.

#### PRICING

The prices to the Government shall be as low, or lower than those charged the contractor's most favored customer. The call record total price shall be lowest bid price for completion of all work as required. Whenever profit is negotiated as an element of price with either prime or subcontractor, a reasonable profit shall be negotiated or determined by using the OCE Weighted Guidelines method outlined in EFARS 15.902. Preparation of proposals by the Contractor shall not constitute an obligation by the Government to issue a call record for performance, nor is the request for proposal to be construed as the Contractor's authority to commence construction activity. Upon receipt of the Contractor's proposal, the Government shall review the proposal for completeness, accuracy, and reasonableness. The government may accept the proposal as stated or negotiate any aspect of the proposal. Each call record shall include the following information: (1) Date of the BPA call, (2) BPA Contract number and BPA call number, (3) Item number and description, quantity, unit prices, and total BPA call price, (4) Commencement and BPA call performance period, (5) Accounting and appropriation data, and (6) Scope of work. Upon receipt of the BPA call, the contractor shall use the BPA call number for internal control. All proposals, schedules, vouchers, correspondence, etc. must cite the BPA call number, as it is the Government's tracking mechanism.

#### SCOPE OF WORK

a. PURPOSE: The intent of this contract is to issue fixed priced construction call records through a Blanket Purchase Agreement (BPA) that provides the Government with a cost effective rapid response to the demolition of residential as well as commercial properties and the reduction of those properties to clean graded/seeded lot in advance of the construction of a local flood protection project. The general requirements for the nature and categories of work to be performed under this contract include but are not limited to the following: demolition of single/multi-story structures, site clearing, utility terminations, earthwork, site restoration including final grading, top soiling and seeding, and environmental remediation.

b. EXECUTION OF MULTIPLE CALL RECORDS: The work extends beyond a single construction effort and may require planning, scheduling, material procurement, and simultaneous management of multiple work crews at various locations. Call Records issued under this Agreement are often time critical and highly visible in nature. It is imperative that the contractor is capable of quickly providing a flexible and multi-disciplined work force.

c. CORPS OF ENGINEERS LIAISON: The Contractor's management/ supervision shall interface with the Ordering Officer (OO). The OO is responsible for day to day Government/Contractor liaison, submittal review/approval, phased inspections, coordination with the tenant, payment requests approval etc. Only the Contracting Officer or OO may direct "changes" to the call record order scope of work. Notify the OO a minimum of 24 hours prior to the actual commencement of work.

d. CONTRACTOR'S MANAGEMENT AND SUPERVISION: The contractor must execute a flow of independent call records and adjust his craft mix without impacting other contractors, occupants, neighbors, or tenant operations. The contractor must effectively manage his subcontractors to insure that the government is provided a "seamless" level of effort on each call record. The contractor shall provide a full time on-site supervisory representative for any BPA calls as determined by the Ordering Officer. The superintendent shall be English-speaking.

e. WORK TASKINGS: Call Record scopes will normally be a simple performance narrative, but may include a more complex fully designed product (100% plans and specs). Where full and specific scope details can not be provided, the Contractor and the Government will reach an agreement on line item identity, quantity and performance period to substantially fulfill the intent of the call record.

#### CALL RECORD PREPARATION

SITE VISIT: Upon receiving a request for proposal from the Ordering Officer, the contractor shall meet with the Corps' designated representative responsible for coordinating/negotiating the call record. An initial site visit and scope clarification meeting(s) may be performed to further define and/or clarify the call record requirements. The contractor shall comply with the following time schedule for submittal of a proposal, based on the estimated value of the call record:

Estimated Value of BPA call	Schedule
Under \$ 10,000	5 working days
\$10,001 to \$25,000	10 working days

The contractor shall notify the government within two working days of receipt of a Request for Proposal for an individual call record if the contractor cannot meet the above schedule. The contractor shall also propose an alternate schedule, subject to the approval of the Government.

#### PERFORMANCE OF BPA CALLS

In performance of work under this contract, the contractor shall:

a. Provide the Ordering Officer with a weekly work schedule, listing the BPA call to be performed by the trades involved for the following week by 2:00 PM of the preceding Friday. The Ordering Officer shall be notified immediately if revisions of the schedule are necessary during the workweek.

b. Arrange with the Ordering Officer a sequence of procedures, means of access, space for storage of materials and equipment, delivery of materials, use of approaches, corridors, and stairways. Since space for storage may be limited in work areas, the majority of storage may be outside or at the Contractor's assigned area. Only materials to be used for work under this contract may be stored at the assigned area.

c. Ensure that operations on all adjacent properties are undisturbed during performance of work under this contract.

#### SPECIFICATIONS:

Technical direction/specifications shall be in accordance with the US Army Corps of Engineers Guide Specifications for Construction, Section 01010, attached.

#### DELIVERY SCHEDULE:

The time for completion of the work under the BPA call shall be stated therein. Delivery schedules shall include time for all activities from date of issuance of the BPA call, including ordering materials and time required for final clean-up, inspection, acceptance and close out of the BPA call.

#### NOTICE OF COMPLETION OF BPA CALL:

The contractor shall notify the Ordering Officer in writing upon completion of each individual BPA call. The Contractor shall give advance notice of the date work will be fully completed and ready for final inspection.

#### DEBRIS REMOVAL FROM SITE:

Load all trucks leaving the site with loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulins over the load before they enter surrounding streets. Comply with all regulations when handling hazardous materials.

#### MATERIALS DELIVERY & HANDLING:

The contractor shall provide the means, manpower and equipment to accept and unload all materials delivered to the sites for work under this contract. The government will not accept deliveries, nor will government equipment and manpower be used for material handling.

(End of Summary of Changes)