

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 21-Jul-2004	4. REQUISITION/PURCHASE REQ. NO. W81G66-4068-2087	1 3
6. ISSUED BY U. S. ARMY ENGINEER DISTRICT, CHICAGO 111 CANAL STREET CHICAGO IL 60606		CODE W912P6	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. W912P6-04-R-0005
			X	9B. DATED (SEE ITEM 11) 21-Jun-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.)				
Subject: Request for Proposal (RFP) No. W912P6-04-R-0005 for Indiana Harbor and Canal (IHC), Confined Disposal Facility (CDF), Obstruction Removal Project in East Chicago, Indiana By way of this Amendment 0001, the following changes are made to the subject Request for Proposal.				
1. The proposal due date is extended from 22 July 2004, 4:30 PM CST to 27 July 2004, 4:30 PM CST.				
2. The description of this Amendment continues on page 2.				
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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		21-Jul-2004

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

CHANGES TO SPECIFICATIONS

3. Attached hereto are Revised Pages to the Solicitation's Specifications. Revised pages will replace like-numbered pages in the subject Specifications. Changes portions are indicated by an asterisk in the left margin opposite the beginning of the revision and an asterisk in the right margin opposite the end. All revised pages are marked with "(Amd-0001)" and is shown at the bottom of each page of the respective revised Specification sections.

Revised Pages:

Section -----	Page No(s) -----
02216	02216-1 through 02216-3
02216	02216-5

CHANGES TO REQUEST FOR PROPOSAL

4. Section 00100, Procedures for Submittal of Offers, Paragraph 2.2 is deleted and replaced as follows:

2.2 Paragraph Removed

5. Section 00100, Proposal Evaluation, Paragraphs 2.3.3 and 2.3.4 are deleted and replaced with Paragraphs 2.3.3 and 2.3.4 as shown below.

2.3.3 Price Evaluation. The Government will evaluate price of all proposals received for fairness and reasonableness through the use of price analysis. Price will also be checked for unbalancing of line items.

2.3.4 Award shall be made to the responsive and responsible Offeror, who proposed the lowest price and has received a "GO" for all Evaluation Factors.

6. SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$500,000.00 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future

fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

7. The Point of Contact for this Amendment is David Dilks at 312-846-5373.
8. All other terms and conditions remain unchanged.

SECTION 02216

SILT TURBIDITY CURTAIN

PART 1 GENERAL

1.1 SCOPE

The work consists of furnishing labor, material, equipment, and placing a silt turbidity curtain as specified herein and as shown in the plans.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 4491	Water Permeability of Geotextiles by Permittivity
ASTM D 4533	Trapezoidal Tearing Strength of Geotextiles
ASTM D 4632	Breaking Load and Elongation of Geotextiles (Grab Method)
ASTM D 4751	Determining the Apparent Opening Size of a Geotextile
ASTM D 4833	Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4873	Guide for Identification, Storage and Handling of Geotextiles

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with SECTION 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Turbidity Curtain Work Plan; G,CC & HE*

Within 10 days after written Notice to Proceed, the Contractor shall submit the Turbidity Curtain Work Plan. The Turbidity Curtain Work Plan shall incorporate the requirements specified herein with respect to the geotextile **filter** fabric, cable, chain, flotation **elements**, and fasteners regarding installation and anchoring procedures. This plan shall provide information on the delivery of the silt curtain to the site, handling, storage, and placement procedures and method of disposal of silt curtain upon completion of construction. Fabrication details or installation techniques that differ from those specified herein shall be documented in the Turbidity Curtain Work Plan and submitted for

consideration by the Contracting Officer's Representative. However, rejection of alternative methods suggested by the Contractor shall not constitute a basis for claim. An additional approver will be TS-HE.

SD-03 Product Data

- Manufacturer's certified material property data sheets
- Manufacturer's quality control manual
- Manufacturer's certified quality control test results
- Warranty

Written warranties addressing geotextile material workmanship shall be submitted to the Contracting Officer's Representative. The manufacturer's warranty shall state that the installed material meets all requirements of the contract documents.

SD-04 Samples

Geotextile fabric, chain, cable, and float material samples

SD-06 Test Reports

- Friction Test Results
- Certified laboratory interface friction test results including description of equipment and test method.

PART 2 PRODUCTS

The silt turbidity curtain shall consist of a IWT/CARGO GUARD Turbidity Barrier shown in the plans, or similar material as approved by the Contracting Officer's Representative. A sketch of a silt turbidity curtain is included as Attachment 02216-01 at the end of this section. The Contracting Officer's Representative's approval of the material shall not relieve the Contractor of responsibility for the requirements in SECTION 02216 SILT TURBIDITY CURTAIN.

2.1 GEOTEXTILE FABRICS

* The Supplier shall select a 6% geotextile filter fabric, which meets all specification requirements and is chemically compatible with all contact materials. The geotextile shall be a woven monofilament yarn. The geotextile fiber shall consist of long-chain polymers composed of at least 100 percent by weight of polypropylene. The fabric shall be fixed so that the yarns will retain their relative position with respect to each other. * The edges of the fabric shall be finished to prevent the outer yarn from pulling away from the fabric. The geotextile physical properties shall equal or exceed the minimum values listed in below. Test values shown are minimum average roll values.

Property	Test Method	Test Value
* Water flow rate (gpm/ft2)	ASTM D 4491	<u>18</u>
Puncture (lbs)	ASTM D 4833	<u>120</u>
Tensile grab (lbs)	ASTM D 4632	<u>370 x 250</u>
Tensile elongation (percent)	ASTM D 4632	<u>15</u>

*

<u>Property</u>	<u>Test Method</u>	<u>Test Value</u>	
* Trapezoidal tear (lbs)	ASTM D 4533	<u>100 x 70</u>	
AOS (U.S. Sieve no.)	ASTM D 4751	<u>70</u>	
Permittivity (sec-1)	ASTM D 4491	<u>0.28</u>	*

* The geotextile fabric shall be sewn with polypropylene thread such that there is a pocket for the closed cell foam flotation and a pocket for the cable at the top of the fabric and a pocket for the chain at the bottom of the fabric. The polypropylene thread shall have a minimum tensile strength of 90 percent of the seam strength of the geotextile fabric. The geotextile fabric shall be of sufficient length from the top of the foam flotation pocket to the bottom of the chain pocket to reach from the bottom of the canal to the water surface. Due to variable sediment surface depths skirt adjusting lines may be needed to reduce resuspension. All pockets shall have a small 1/8-inch diameter polypropylene bailer cord, which runs the length of the silt curtain in the pocket for the purpose of pulling weights and cords through the pockets. *

2.2 CABLE

* The supplier shall supply a 5/16-inch diameter PVC coated top tension cable. This cable shall be capable of being pulled through the cable pocket for the purpose of anchoring the silt turbidity curtain to the shore. This cable shall withstand all loads that are placed on it during obstruction removal project. The flotation blocks discussed below must remain at the water surface after the cable is tied to the shore. *

2.3 CHAIN

* The supplier shall supply a 5/16-inch diameter galvanized steel ballast chain capable of being pulled through the chain pocket at the bottom of the silt curtain. The chain shall be capable of maintaining the silt turbidity curtain contact with the bottom of the canal. *

2.4 FLOATATION BLOCKS

* The supplier shall supply internal expanded polyethylene foam flotation elements capable of being pulled through the flotation pocket at the top of the silt curtain. The foam flotation elements shall be sufficient size to maintain buoyancy. The foam flotation elements shall be capable of maintaining the silt turbidity curtain at the water surface once the geotextile is fully wetted, the chain ballast is in place, and the cable is tied to the shore. *

2.5 FASTENERS

The supplier shall supply fasteners to fasten silt curtain sections together and remain intact for the duration of the dredging according to SECTION 02325 DREDGING. Fasteners shall not pose a hazard to wildlife within the lake ecosystem.

2.6 TESTS AND INSPECTIONS

2.6.1 Geotextile Fabric

All geotextiles shall be randomly sampled and tested in accordance with the manufacturer's quality control program manual to evaluate the required physical properties. The manufacturer's quality control program shall perform tests at the following frequencies, or at a minimum of one per lot,

The pallets shall be off-loaded from the delivery truck using a forklift or similar equipment.

* Cable, chain, flotation **elements**, and fasteners shall be packaged separately and shall be labeled with 1) the manufacturer's name, 2) product dimensions, including, but not limited to length, width, or gross weight, and 3) number of items in each container. Materials damaged as a result of delivery, storage, or handling shall be repaired or replaced, as directed, at no additional cost. *

3.2 HANDLING

No hooks, tongs, or other sharp instruments shall be used for handling the geotextiles. Geotextiles shall not be dragged along the ground. Care should be taken handling the flotation blocks to prevent denting them. Chain and cable shall not be dragged over any sharp edges.

3.3 STORAGE

* Geotextile fabric, chain, cable, flotation **elements**, and fasteners shall be stored according to manufacturer's specifications. Geotextiles shall be stored in areas where water cannot accumulate, elevated off the ground, and protected from conditions that will affect the properties or performance of the geotextile. The Contractor will inspect the storage location and recommend any changes needed to the Contracting Officer's Representative. Storage location preparation shall be the responsibility of the Contractor. Prior to installation, the geotextile shall not be exposed to direct sunlight for more than 14 days. Any silt curtain materials damaged during delivery, storage, or handling methods shall be repaired or replaced as directed by the Contracting Officer's Representative at no additional cost. *

3.4 PLACEMENT

The silt curtain will be placed in the locations shown in the plan C-03 and C-07. Prior to placement of the silt curtain, the Contracting Officer's Representative shall inspect the area; no silt curtain shall be placed until the area has been favorably reviewed.

The silt curtain shall be so placed as to produce continuous contact with the canal floor. Means of assuring that the fabric is properly aligned and anchored shall be incorporated into the placement methodology presented in the contractor's Turbidity Curtain Work Plan. At the time of installation, fabric shall be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation or storage.

3.5 DAMAGES

Damaged or defective silt curtain materials shall be replaced or repaired. Chain, cable, flotation blocks, and fasteners shall be replaced if damaged. Geotextile repair shall be made by placing a patch of the same type of geotextile that extends a minimum of 18 inches beyond the edge of the damage or defect. Patches shall be continuously fastened using a sewn seam or other approved methods recommended by the manufacturer. The machine direction of the patch shall be aligned with the machine direction of the geotextile being repaired. Geotextiles that cannot be repaired shall be replaced, at no additional cost.