

DEPARTMENT OF THE ARMY  
Omaha District, Corps of Engineers  
106 South 15th Street  
Omaha, Nebraska 68102-1618

:NOTICE: Failure to acknowledge : Solicitation No. DACW45 01 B 0007  
:all amendments may cause rejec- :  
:tion of the bid. See FAR : Date of Issue: 26 Jul 2002  
:52.214-3 of Section 00100 : Date of Opening: 12 Mar 2003

Amendment No. 0009  
12 February 2003

SUBJECT: Amendment No. 0009 to Specifications and Drawings for Construction of  
Irrigation Intake/Sloughing Easements For Flow Modification,  
Fort Peck, MT  
Solicitation No. DACW45 01 B 0007.

TO: Prospective Bidders and Others Concerned

1. The specifications and drawings for subject project are hereby modified as follows (revise all specification indices, attachment lists, and drawing indices accordingly).

a. Specifications. (Descriptive Changes.)

(1) Section 00100 Page 16, add the following new paragraphs:

**"32 (FAR 52.217-5) EVALUATION OF OPTIONS (JUL 1990).**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**33 OPTIONS.**

The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work. "

(2) Section 00800 Page 2, delete paragraphs 1.1, 1.1.1 and 1.2 and substitute the following:

**1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall commence work under this contract within ten (10) calendar days after the date of receipt by him of Notice to Proceed, prosecute said work diligently, and complete the entire work ready for use not later than the number of calendar days after receipt of Notice to Proceed as set out in completion Schedule below. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

### Completion Schedule

<u>Description of Work</u>	<u>Calendar Days</u>	<u>Liquidated Damages</u>
All work complete except for the adjustment options	100 Calendar Days after NTP	\$225
Completion of adjustment Option	5 days from COR Notice	\$225
Contract Expires	30 September 2005	

#### **1.1.1 Start Work.**

Evidence that the Contractor has started procurement of materials, preparation and submission of shop drawings, preparation of subcontracts, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. Therefore, work need not be commenced at the construction site within ten (10) calendar days.

#### **1.1.2 DIKE MODIFICATION ADJUSTMENT (OPTION).**

After the completion of the initial dike construction, the Contractor may be required to return to the site and adjust the configuration of the 4-foot deep 25' wide notch in Dike #3 and make other minor adjustments to all the Dikes. The notch may require adjustments to allow for the scouring flow through the dike, and to keep the water inlet pipe open and from silting in. The Contractor will adjust the notch by moving it either toward the bank (within the limits of 25') or up to 50' farther out on the dike. The Contractor may also be required to adjust the depth of the notch from the 4' design depth to a range between 0' and 10', as directed by the Contracting Officer's Representative. Other adjustments to the dike geometry may be required as directed by the COR.

A total of two adjustments may be required during the life of the contract (See Option O-1 and O-2 on the bidform 00010-3). Should an adjustment be needed, the Contractor will be notified by the Contracting Officer and the Contractor will have 72 hours to begin work at the site, to accommodate loss of flow to the water intake. Work on the dikes must be completed within 5 days of being notified. The exact dates the adjustments will be needed are unknown, however it is anticipated that an adjustment will be required during the month of May 2004 and a second adjustment in the month of May 2005. The COR will contact the Contractor by 15 April of each year for initial adjustment assessment and coordination. Note: The two adjustments may occur at any time during the contract and are not limited to the month of May.

Should additional rock be needed for the adjustments, rock may be obtained from the base of the dike."

#### **1.3 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)**

- a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government, the applicable sum as set out in the schedule above, for each calendar day of delay until the work is completed or accepted.
- b) If the Government terminates the Contractor's right to proceed,

the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work. (FAR 52.211-12)

(3) Section 00800 Page 10, paragraph 1.22, subparagraph b, line 1, delete "\$5,000" and substitute "\$120,000".

(4) Section 02000 Page 4, paragraph 3.2.1, delete the table and substitute the following:

Limits of Stone Weight Percent Lighter by Weight %	Weight in Pounds (lbs)		Size in Approx. Spherical Diameter (in)	
	Maximum	Minimum	Maximum	Minimum
100	292	117	18	13
50	86	58	12	10
15	43	18	10	7 "

(5) Section 02110 Page 2, paragraph 1.2, add the following to the list of submittals:

"SD-03 Data

Clearing; G-RE

Contractor shall submit a "Clearing Plan" for approval by the Contracting Officer, 14 days prior to commencement of any clearing.

Trees; G-RE

Contractor shall submit a "Tree Removal Plan" for approval by the Contracting Officer, 14 days prior to commencement of tree removal. "

a. Specifications (New and/or Revised and Reissued). Delete and substitute or add specification pages as noted below. The substituted pages are revised and reissued with this amendment.

<u>Pages Deleted</u>	<u>Pages Substituted or Added</u>
00010-1 thru 3	00010-1 thru 3

b. Drawings (Reissued). The following drawings sheets are revised and reissued with this amendment.

- (1) Sheets P1.02 & P1.03.

c. Drawings (New). The following new drawing is hereby added to the contract drawings and is issued with this amendment.

- (1) Sheet P1.02A.

2. This amendment is a part of the bidding papers and its receipt shall be acknowledged on the Standard Form 1442. All other conditions and requirements of the specifications remain unchanged. If the bids have been mailed prior to receiving this amendment, you will notify the office where bids are opened, in the specified manner, immediately of its receipt and of any changes in your bid occasioned thereby.

a. Hand-Carried Bids shall be delivered to the U.S. Army Corps of Engineers, Omaha District, Contracting Division (Room 301), 106 South 15th Street, Omaha, Nebraska 68102-1618.

b. Mailed Bids shall be addressed as noted in Item 8 on Page 00010-1 of Standard Form 1442.

3. Bids will be received until 2:00 p.m., local time at place of bid opening, 17 March 2003.

U.S. Army Engineer District, Omaha  
Corps of Engineers  
106 South 15th Street  
Omaha, Nebraska 68102-1618

12 Feb 2002  
MFS/4411

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.  DACW45-01-B-0007	2. TYPE OF SOLICITATION  <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  26 Jul 2002	PAGE OF PAGES  1 OF 3
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY  U S ARMY ENGINEER DISTRICT, OMAHA 106 South 15th Street Omaha, Nebraska 68102	CODE  CT	8. ADDRESS OFFER TO  U.S. Army Corps of Engineers, Omaha Attn: CONTRACTING DIVISION (CENWO-CT) 106 South 15th Street Omaha, Nebraska 68102
9. FOR INFORMATION CALL:	A. NAME  See SECTION 00100, Para. 30	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)  See SECTION 00100, Para. 30

**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):

The bidder hereby agrees to do all the work described in these documents entitled:

**IRRIGATION INTAKES/SLOUGHING EASEMENTS FOR FLOW MODIFICATION  
FORT PECK, MT**

RETURN WITH BID: SECTIONS 00010 (SF1442) AND 00600 AND BID GUARANTEE

OTHER BONDING INFORMATION: SEE SECTION 00700, CONTRACT CLAUSES CLAUSE "FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS".

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>*</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See * <u>See 00800-2 Comp Sch</u> .)	12B. CALENDAR DAYS  10
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 pm (hour) local time 12 Mar 2003 (date). If this is a sealed bid solicitation, offers must 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 reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)  DUNS Number :  CODE                      FACILITY CODE	15. TELEPHONE NO. (Include area code)  16. REMITTANCE ADDRESS (Include only if different than Item 14)
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17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

**AMOUNTS**

SEE ATTACHED BIDDING SCHEDULE

Contractor's Fax No. \_\_\_\_\_ CAGE CODE \_\_\_\_\_  
 Contractor's E-Mail address \_\_\_\_\_

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM <b>26</b>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
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26. ADMINISTERED BY                      CODE	27. PAYMENT WILL BE MADE BY
U.S. Army Engineer District, Omaha 106 South 15th Street Omaha, Nebraska 68102	USAED Omaha c/o USACE Finance Center 5722 Integrity Drive Millington, TN 38054-5005

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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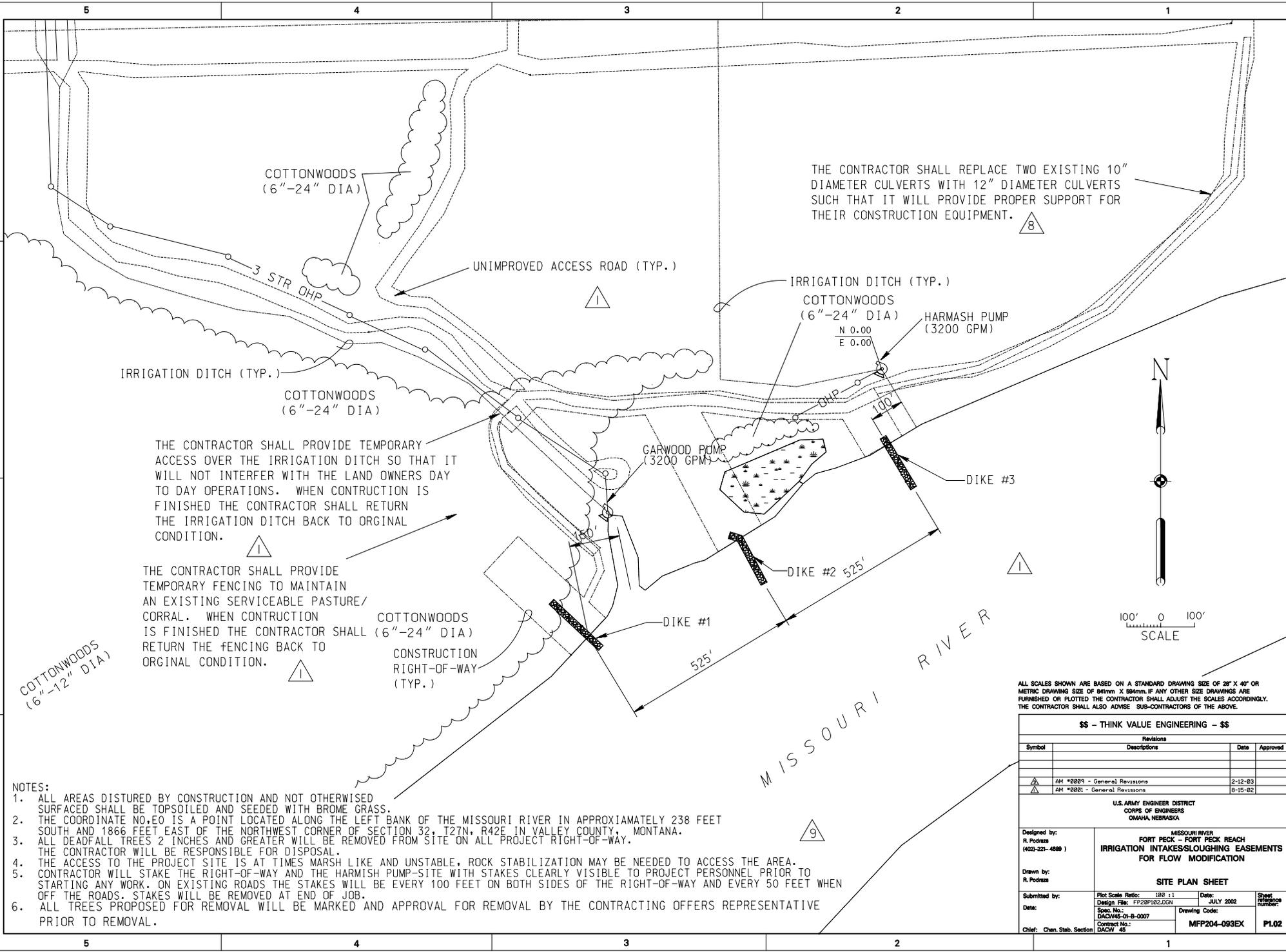
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

**BIDDING SCHEDULE**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Amount</u></b>
<b><u>Basic</u></b>					
1.	Entire work, complete, for stone as shown on the drawings and in the specifications	3,865	Tons	\$ _____	\$ _____
2.	All remaining work, Except for Options listed below	L.S.	Job	-----	\$ _____
<b><u>Options</u></b>					
O-1.	First Adjustment of the Dikes	L.S.	Job	-----	\$10,000
O-2.	Second Adjustment of the Dikes	L.S.	Job	-----	\$10,000
TOTAL AMOUNT (Basic plus Options ) \$					_____

Notes:

1. Quantities for unit priced items are estimated only and the respective unit price will prevail in the event of an overrun or underrun subject to Contract Clauses (Section 00700) Clause "Variation in Estimated Quantities."
2. Bid prices must be entered for all items of the schedule. Total amount bids submitted without bid prices being entered on individual items will be rejected. Extensions will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered the bid. In case of variation between the individual bid item prices and the total amount, the individual bid prices will be considered the bid.
3. A modification to a bid which provides for a single adjustment to the total amount bid should state the application of the adjustment to each respective unit price and lump sum price affected. If the modification is not so apportioned, the single adjustment will be applied to Item No. 2 in the Bidding Schedule.
4. See SECTION 00100, INSTRUCTIONS, CONDITIONS, & NOTICES TO BIDDERS for evaluation of options. The Government reserves the right to exercise the options by 30 September 2005.
5. See Section 00800, Part 1 for more information on the Options.



- NOTES:
- ALL AREAS DISTURBED BY CONSTRUCTION AND NOT OTHERWISE SURFACED SHALL BE TOPSOILED AND SEEDED WITH BROME GRASS.
  - THE COORDINATE NO. EO IS A POINT LOCATED ALONG THE LEFT BANK OF THE MISSOURI RIVER IN APPROXIMATELY 238 FEET SOUTH AND 1866 FEET EAST OF THE NORTHWEST CORNER OF SECTION 32, T27N, R42E IN VALLEY COUNTY, MONTANA.
  - ALL DEADFALL TREES 2 INCHES AND GREATER WILL BE REMOVED FROM SITE ON ALL PROJECT RIGHT-OF-WAY. THE CONTRACTOR WILL BE RESPONSIBLE FOR DISPOSAL.
  - THE ACCESS TO THE PROJECT SITE IS AT TIMES MARSH LIKE AND UNSTABLE, ROCK STABILIZATION MAY BE NEEDED TO ACCESS THE AREA.
  - CONTRACTOR WILL STAKE THE RIGHT-OF-WAY AND THE HARMISH PUMP-SITE WITH STAKES CLEARLY VISIBLE TO PROJECT PERSONNEL PRIOR TO STARTING ANY WORK. ON EXISTING ROADS THE STAKES WILL BE EVERY 100 FEET ON BOTH SIDES OF THE RIGHT-OF-WAY AND EVERY 50 FEET WHEN OFF THE ROADS. STAKES WILL BE REMOVED AT END OF JOB.
  - ALL TREES PROPOSED FOR REMOVAL WILL BE MARKED AND APPROVAL FOR REMOVAL BY THE CONTRACTING OFFERS REPRESENTATIVE PRIOR TO REMOVAL.

ALL SCALES SHOWN ARE BASED ON A STANDARD DRAWING SIZE OF 20" X 40" OR METRIC DRAWING SIZE OF 610mm X 914mm. IF ANY OTHER SIZE DRAWINGS ARE FURNISHED OR PLOTTED THE CONTRACTOR SHALL ADJUST THE SCALES ACCORDINGLY. THE CONTRACTOR SHALL ALSO ADVISE SUB-CONTRACTORS OF THE ABOVE.

\$\$ - THINK VALUE ENGINEERING - \$\$

Revisions			
Symbol	Descriptions	Date	Approved
△	AM #0009 - General Revisions	2-12-03	
△	AM #0001 - General Revisions	8-15-02	

U.S. ARMY ENGINEER DISTRICT  
CORPS OF ENGINEERS  
OMAHA, NEBRASKA

MISSOURI RIVER  
FORT PECK - FORT PECK REACH  
IRRIGATION INTAKES/SLOUGHING EASEMENTS  
FOR FLOW MODIFICATION

Designed by:  
R. Podras  
(402-221-4888)

Drawn by:  
R. Podras

Submitted by:

Date:

Chief: Chen, Stab. Section

Plot Scale Ratio: 1/8" = 1'

Design File: FP20P182.DGN

Spec. No.: DACW48-01-B-0007

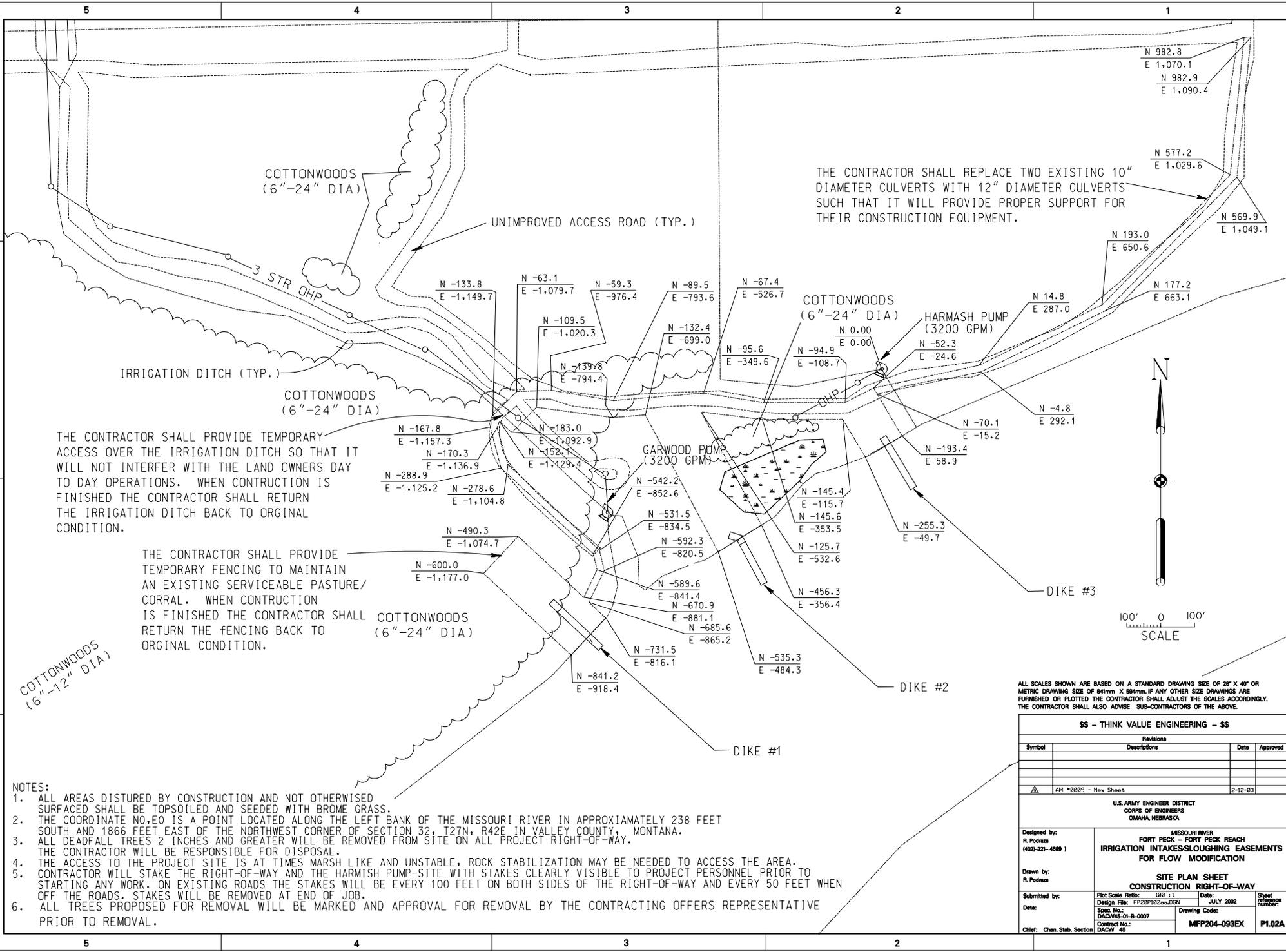
Contract No.: DACW 48

Date: JULY 2002

Drawing Code:

MFP204-093EX

Sheet reference number: P1.02



THE CONTRACTOR SHALL REPLACE TWO EXISTING 10" DIAMETER CULVERTS WITH 12" DIAMETER CULVERTS SUCH THAT IT WILL PROVIDE PROPER SUPPORT FOR THEIR CONSTRUCTION EQUIPMENT.

THE CONTRACTOR SHALL PROVIDE TEMPORARY ACCESS OVER THE IRRIGATION DITCH SO THAT IT WILL NOT INTERFERE WITH THE LAND OWNERS DAY TO DAY OPERATIONS. WHEN CONSTRUCTION IS FINISHED THE CONTRACTOR SHALL RETURN THE IRRIGATION DITCH BACK TO ORIGINAL CONDITION.

THE CONTRACTOR SHALL PROVIDE TEMPORARY FENCING TO MAINTAIN AN EXISTING SERVICEABLE PASTURE/ CORRAL. WHEN CONSTRUCTION IS FINISHED THE CONTRACTOR SHALL RETURN THE FENCING BACK TO ORIGINAL CONDITION.

COTTONWOODS (6"-12" DIA)

- NOTES:
1. ALL AREAS DISTURBED BY CONSTRUCTION AND NOT OTHERWISE SURFACED SHALL BE TOPSOILED AND SEEDING WITH BROME GRASS.
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  4. THE ACCESS TO THE PROJECT SITE IS AT TIMES MARSH LIKE AND UNSTABLE, ROCK STABILIZATION MAY BE NEEDED TO ACCESS THE AREA.
  5. CONTRACTOR WILL STAKE THE RIGHT-OF-WAY AND THE HARMISH PUMP-SITE WITH STAKES CLEARLY VISIBLE TO PROJECT PERSONNEL PRIOR TO STARTING ANY WORK. ON EXISTING ROADS THE STAKES WILL BE EVERY 100 FEET ON BOTH SIDES OF THE RIGHT-OF-WAY AND EVERY 50 FEET WHEN OFF THE ROADS. STAKES WILL BE REMOVED AT END OF JOB.
  6. ALL TREES PROPOSED FOR REMOVAL WILL BE MARKED AND APPROVAL FOR REMOVAL BY THE CONTRACTING OFFERS REPRESENTATIVE PRIOR TO REMOVAL.

ALL SCALES SHOWN ARE BASED ON A STANDARD DRAWING SIZE OF 36" X 48" OR METRIC DRAWING SIZE OF 840mm X 1260mm. IF ANY OTHER SIZE DRAWINGS ARE FURNISHED OR PLOTTED THE CONTRACTOR SHALL ADJUST THE SCALES ACCORDINGLY. THE CONTRACTOR SHALL ALSO ADVISE SUB-CONTRACTORS OF THE ABOVE.

\$\$ - THINK VALUE ENGINEERING - \$\$

Revisions			
Symbol	Descriptions	Date	Approved

AM \*0009 - New Sheet 2-12-03

U.S. ARMY ENGINEER DISTRICT  
CORPS OF ENGINEERS  
OMAHA, NEBRASKA

MISSOURI RIVER  
FORT PECK - FORT PECK REACH  
IRRIGATION INTAKES/SLOUGHING EASEMENTS  
FOR FLOW MODIFICATION

Designed by:  
R. Podras  
(402-221-4688)

Drawn by:  
R. Podras

Submitted by:  
Date: 199 11 JULY 2002

Design File: FP201R2a.DGN

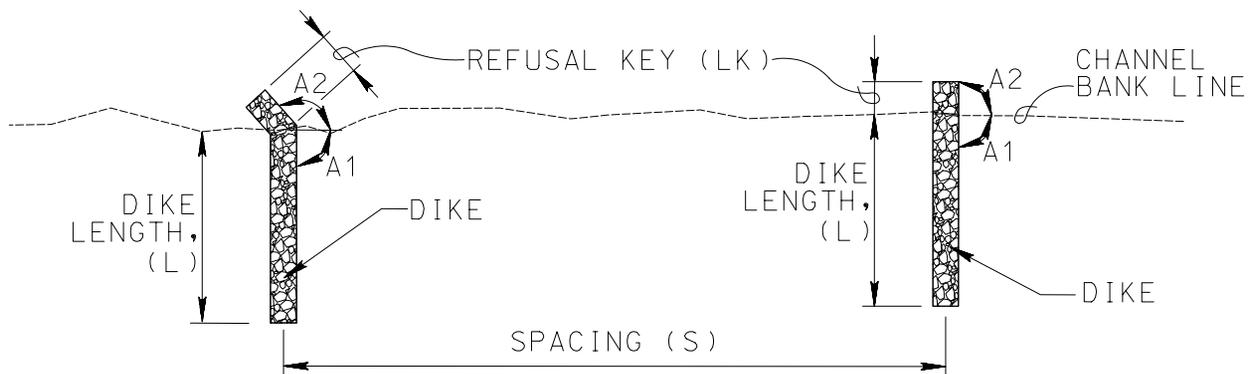
Spec. No.: DACW-01-B-0007

Drawing Code: MFP204-093EX

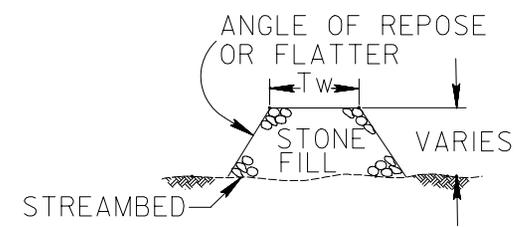
Plot Scale Ref: 1:100

Sheet reference number: P1.02A

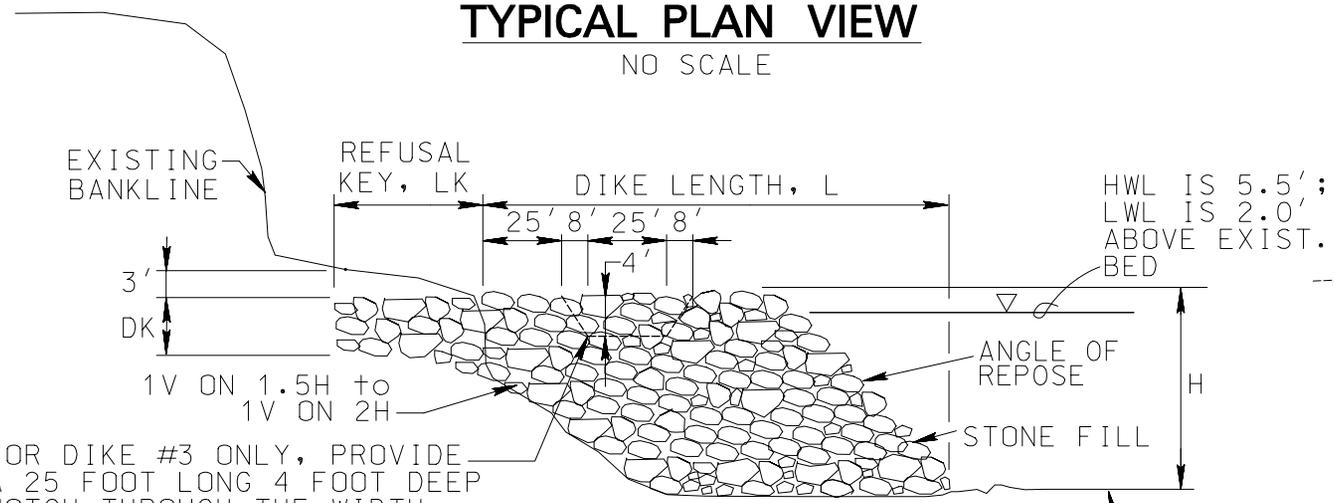
Chief: Chen, Sub. Section



**SPUR DIKE  
TYPICAL PLAN VIEW**  
NO SCALE

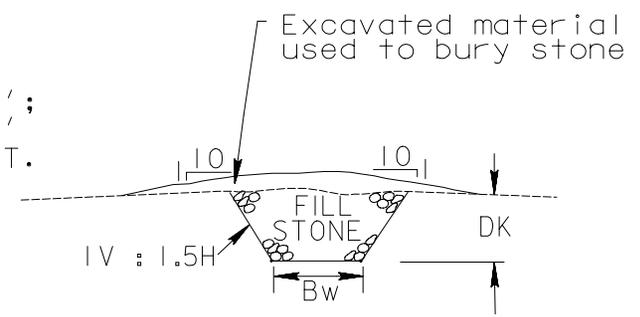


**SPUR DIKE  
TYPICAL SECTION**  
NO SCALE



**SPUR DIKE  
TYPICAL SECTION**  
NO SCALE

FOR DIKE #3 ONLY, PROVIDE A 25 FOOT LONG 4 FOOT DEEP NOTCH THROUGH THE WIDTH OF THE DIKE. THE TW FOR THE LANDWARD SIDE OF THE NOTCH WILL BE 10' WIDE. THE TW ON THE RIVER SIDE OF THE NOTCH WILL BE 5' WIDE.



**REFUSAL KEY  
TYPICAL SECTION**  
NO SCALE

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\$\$ - THINK VALUE ENGINEERING - \$\$			
Revisions			
Symbol	Descriptions	Date	Approved
△	GENERAL REVISIONS	2-12-03	
△	GENERAL REVISIONS	8-16-02	
U.S. ARMY ENGINEER DISTRICT CORPS OF ENGINEERS OMAHA, NEBRASKA			
Designed by: R. PODRAZA (402-221-4898)		MISSOURI RIVER FORT PECK - FORT PECK REACH IRRIGATION INTAKES/SLOUGHING EASEMENTS FOR FLOW MODIFICATION	
Drawn by: R. PODRAZA		SPUR DIKES DETAILS	
Submitted by:	Plot Scale Ratio: 1:1	Date: JULY 2002	Sheet reference number:
Date:	Design File: FP20103.DGN	Drawing Code:	
	Spec. No.: DACW46-01-B-0007		
Chief: CH STAB. Section	Contract No.: DACW 46	MFP204-093EX	P1.03

STRUCTURE	LENGTH, L**	SPACING, S	HEIGHT, H	A1	A2	WIDTH, Tw	REFUSAL KEY, LK ***	WIDTH, Bw	REFUSAL KEY, DK	STONE, tons	
DIKE 1	50'	525'	6'	90°	90°	5'	150'	5'	6.5'	1101	△1
DIKE 2	150'		8'	90°	135°	5'	36'	5'	6.5'	1413	△1
DIKE 3	150'		8'	90°	90°	10' & 5' △9	25'	5'	6.5'	1351	△1

\*\* See site plan sheet for layout alignment of each dike.  
\*\*\* Refusal Key, with additional random fill material to connect to high bank