

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 04-Aug-2004	4. REQUISITION/PURCHASE REQ. NO. W56MES-3357-6469		5. PROJECT NO.(If applicable)
6. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED, 477 MICHIGAN AVE DETROIT MI 48226		CODE W911XK	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> X	9A. AMENDMENT OF SOLICITATION NO. W911XK-04-B-0004
				<input checked="" type="checkbox"/> X	9B. DATED (SEE ITEM 11) 30-Jul-2004
				<input type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER NO.
				<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> X 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"/> X 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.) This modification is issued to CHANGE Standard Form 1442, Block 11, from 75 calendar days to 60 days completion. DELETE Line items 0003, 0003AA, 0003AB, 0004, 0004AA and 0004AB. CHANGE quantities for line item 0002AA and 0002AB to read 45,000 cubic yard. In addition please make pen and ink CHANGES to SECTION 00700, 52.211-12 Liquidated Damaged-Construction amount to \$799.00; 52.211-10 Commencement, Prosecution..... to 60 days after receipt of Notice to Proceed; 52-211-5000 and 52-211-5001 DELETE reference to Item Nos. 0003 and 0004 and also SECTION 00800 Payment to Third Party tipping fee is corrected to read \$6.45.					
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)		05-Aug-2004

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization & Demobilization	1	Lump Sum	\$ _____	\$ _____
0002	DREDGING				
0002AA	First 45,000 CY	45,000	Cubic Yard		
0002AB	Over 45,000 CY	45,000	Cubic Yard		
TOTAL AMOUNT OF BID - \$				_____	

The option status has changed from Option to No Status.

SUBCLIN 0004AB

The CLIN description Over 18,000 CY has been deleted.

The CLIN extended description TOTAL AMOUNT OF OPTIONAL ITEM - \$ _____ has been deleted.

The pricing detail quantity has decreased by 21,000.00 from 21,000.00 to 0.00.

The option status has changed from Option to No Status.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 0003AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2004	32,000	KEWAUNEE AREA OFFICE 124 NORTH MAIN STREET KEWAUNEE WI 54216 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2004	0	KEWAUNEE AREA OFFICE 124 NORTH MAIN STREET KEWAUNEE WI 54216 FOB: Destination	

SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 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 in the amount of \$799.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

The following have been modified:

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 days after receipt of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-5000 EVALUATION OF SUBDIVIDED ITEMS (MAR 1995)--EFARS

Item Nos.0002, 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.

(End of clause)

52.211-5001 VARIATIONS IN ESTIMATED QUANTITIES, SUBDIVIDED ITEMS (MAR 1995)--EFARS

This variation in estimated quantities clause is applicable only to Items Nos. 0002.

(a) Variation 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 Items Nos.0002 is less than 85% of the quantity of the first sub-item listed under such item, 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 shall be made in accordance with the clause FAR 52.212-11, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. 0002 exceeds 115% or is less than 85% of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos.0002 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 52.212-11, Variation in Estimated Quantities.

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	Drawing No.
Location Map, General Plan Channel Coordinates, Index of Drawings General Notes and Legend	1 of 3
Dredge Plan – CS 0+00B to CS 50+00B	2 of 3
Bayport Disposal Facility Gov't Furnished Transfer Site	3 of 3

(End of clause)

The following have been deleted:

52.211-12	Liquidated Damages--Construction	SEP 2000
-----------	----------------------------------	----------

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

LOCAL

Contract Clause for Dredging and Dredge Related Marine Work

“The Contractor shall comply with the provisions of EM 385-1-1. If the Contractor is a currently accepted participant in the Dredging Contractors of America (DCA)/United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the Dredge(s) to be used to perform the work required under this contract, the Contractor may, in lieu of the submission of an Accident Prevention Plan (APP),

- (1) make available for review, upon request, the Contractor's current Safety Management System (SMS) documentation,
- (2) submit to the Contracting Officer the current valid Company Certificate of Compliance for its SMS,
- (3) submit the current dredge(s) Certificate of Compliance based on third party audit, and
- (4) submit for review and acceptance, site-specific addends to the SMS as specified in the solicitation.”

PAYMENT TO THIRD PARTY

- (a) *General.* The Contractor agrees to make payments to Brown County, Wisconsin to cover the cost of the tipping fee associated with disposal of materials into the Bay Port Dredged Material Facility. Brown County shall be construed to be a subcontractor under this contract. The tipping fee to be paid per cubic yard of material for each disposal event is estimated to be \$6.45 per cubic yard.
- (b) *Payment:* Payments shall be made to the following location:
- Brown County
Port and Solid Waste Department
Attn: Port Manager
2561 S. Broadway Street
Green Bay, WI 54305
- (c) *Assignment of Claims:* Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.
- (d) *Documentation.* Documentation of each payment to Brown County shall be provided to the Contracting Officer upon request. Records shall be maintained for three years, in accordance with FAR Part 4.7, Contractor Record Retention, and Contract Clause 52.214-26, entitled "Audit and Records-Sealed Bid".
- (e) *Other payment terms.* The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request that is not provided for the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

HEALTH AND SAFETY STANDARDS: The facilities, systems and equipment design standards of the occupational Safety and Health Act, Code of Federal Regulations, Title 29, Chapter XVII, Parts 1910 and 1926, or EM 385-1-1, U.S. Army Corps of Engineers, Safety and Health Requirements Manual, whichever is more stringent, will be incorporated into all Engineering, Design and Analysis furnished, pursuant to this contract. Any problem in incorporating these standards due to conflicts with other technical criteria will be promptly submitted to the Contracting Officer for decision.

Contractor shall abide by the Safety Requirements specified EM 385-1-1.

U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1:

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention Clause at FAR 52.236-16 and/or other safety provision s). EM 385-1-1 and its changes are available at <http://www.hq.usace.army> (at the HQ Homepage select Safety and Occupational Health). The contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

(End)

52.236-4020 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 89)(ER 415-1-15)

a. This provision specifies the procedure for the 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:

- (1) 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.
- (2) The unusually severe weather must actually cause a delay in

the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The following schedule of monthly anticipated adverse weather delays are 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 7-DAY WORK WEEK

JANUARY (31) FEBRUARY (29) MARCH (31) APRIL 1-15 (15)

APRIL 16-30 (4) MAY (5) JUNE (4) JULY (2) AUGUST (2)

SEPTEMBER (3) OCTOBER (5) NOVEMBER 1-15 (8) NOVEMBER 16-30 (15)

DECEMBER (31)

c. Upon acknowledgement 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 fifty percent (50%) or more of the contractor's scheduled workday. 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 days exceeds the number of days anticipated in Subparagraph b 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)".

(End of Summary of Changes)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The contractor period of performance end date has decreased by 15 days from 75 days to 60 days.

CLIN 0002

The CLIN description has changed from AREA 1 - DREDGING to DREDGING.

SUBCLIN 0002AA

The CLIN description has changed from First 23,000 CY to First 45,000 CY.

The pricing detail quantity has increased by 42,700.00 from 2,300.00 to 45,000.00.

SUBCLIN 0002AB

The CLIN description has changed from Over 23,000 CY to Over 45,000 CY.

The pricing detail quantity has increased by 12,000.00 from 33,000.00 to 45,000.00.

CLIN 0003

The CLIN description AREA 2 - DREDGING has been deleted.

SUBCLIN 0003AA

The CLIN description First 28,000 CY has been deleted.

The pricing detail quantity has decreased by 28,000.00 from 28,000.00 to 0.00.

SUBCLIN 0003AB

The CLIN description Over 28,000 CY has been deleted.

The CLIN extended description TOTAL AMOUNT OF BID - \$ _____ has been deleted.

The pricing detail quantity has decreased by 32,000.00 from 32,000.00 to 0.00.

CLIN 0004

The CLIN description AREA 3 - OPTIONAL DREDGING has been deleted.

The option status has changed from Option to No Status.

SUBCLIN 0004AA

The CLIN description First 18,000 CY has been deleted.

The pricing detail quantity has decreased by 18,000.00 from 18,000.00 to 0.00.