

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 16-Jan-2004	4. REQUISITION/PURCHASE REQ. NO. W68MD9-4012-7745	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329		CODE W912DW	5. PROJECT NO.(If applicable) W912DW	
7. ADMINISTERED BY (If other than item 6) USA ENGINEER DISTRICT, SEATTLE PATRICIA ORTIZ PH: 206-764-3516 FAX: 206-764-6817 PATRICIA.A.ORTIZ@US.ARMY.MIL SEATTLE WA		CODE W912DW		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W912DW-04-Q-0031
			X	9B. DATED (SEE ITEM 11) 14-Jan-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 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.) Solicitation Number W912DW-04-Q-0031, Amendment Two (0002) Project Title: Materials for Black Rock Stabilization Project Location: Lake Pend Orielle, Idaho See Continuation Sheet				
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)		16-Jan-2004

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION SF 1449 - CONTINUATION SHEET

1. The purpose of this amendment two (0002), dated 16 January 2004 is to incorporate and clarify questions pertaining to insurance required.
2. The insurance requirement is hereby being incorporated into the Scope of Work under paragraph 2, all of the trucks listed above will to have \$6,000,000.00 railroad insurance coverage:

The Permittee is self-insured. However, any contractors will be required to provide the following:

- a. Automobile liability insurance to include owned, nonowned and hired automobiles and Commercial General Liability insurance to include the following: Premises and Operations, independent contractors, contractual liability, products and completed operations, personal injury and broad form property damage. The insurance shall be taken out with insurance companies satisfactory to Railroad and for limits of general liability not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, automobile liability of \$1,000,000 per occurrence, and employers liability of \$100,000 each employee.* These policies shall contain a waiver of subrogation in favor of Railroad.
- b. Worker's compensation insurance for those of its employees who are concerned in any way with Contractor's performance under this Permit.
- c. Certificates of Insurance for public liability and worker's compensation coverage in advance of any activity on railroad property. All of the above insurance policies and certificates, except for worker's compensation, must name Montana Rail Link, Inc. as an additional insured.
- d. Whenever construction, demolition and/or any other repair operations occur within fifty (50) feet of any railroad track, a separate railroad protective policy, written in the name of Montana Rail Link, Inc. and The Burlington Northern And Santa Fe Railway Company, is required with minimum limits of \$2,000,000 per occurrence and \$6,000,000 aggregate*. The policy must be submitted to the Railroad and approved in advance of any activity on Railroad property.
- e. As an option to the above referenced insurance coverages, provide Railroad with a letter from Contractor's Risk Management Division, or its respective Insurance Department, evidencing the necessary insurance coverages satisfactory to Railroad.
- f. Any party performing any work related to this Permit shall have a copy of the Permit at the designated job site.

*Note: These are the minimum limit requirements of Railroad. Contractor's obligation under this section is not limited to this minimum amount. Furthermore, these are minimum limit requirements at the date this agreement is executed. Higher limits may be required in the future as reasonably determined from time to time by Railroad and BNSF for agreements similar in nature to this agreement.

3. Due to the location , (near existing active railroad tracks) safety is a very high priority. All truck drivers must be aware of and be in compliance with applicable state, local and federal laws as they pertain to working around the rail lines. Contractors will be crossing 3 sets of active railroad line. See below for known rail activity.

Main line - track speed 60 MPH - 16 trains per day (8 at night) full time flagman will be assigned to project - no passenger trains from January 1 thru May 1

Siding - track speed 25 mph - 2 trains per day (1 at night)

house track - speed 10 mph - 1 train per month (Jan. 1 thru May 1)

4. THE CLOSING DATE AND TIME REMAIN UNCHANGED:

20 January 2004. 1:00 P.M. LOCAL TIME

5. Offerors must acknowledge this amendment by date and number.

Encl

1. Montana Rail Link Insurance Requirements

MONTANA RAIL LINK**INSURANCE REQUIREMENTS**
THIRD PARTY CONTRACTORS

The following are minimum insurance requirements for those contractors working for third parties or working for themselves on MRL property wherein they or the third party is required to obtain an "entry permit" that has a Railroad Protective Liability requirement. Please note that evidence of general liability; auto liability, workers' compensation and employer's liability is required, in addition to the Railroad Protective liability policy.

Commercial General Liability

General Aggregate	Not less than \$2,000,000
Products-Completed OPS Aggregate	Not less than \$2,000,000
Personal & Adv. Injury	Not less than \$1,000,000
Each Occurrence	Not less than \$1,000,000

Automobile Liability

Combined Single Limit	Not less than \$1,000,000
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Employers Liability

Each Accident	Not less than \$100,000
Disease Policy Limit	Not less than \$500,000
Disease – Each Employee	Not less than \$100,000

Workers' Compensation

Statutory

Railroad Protective Liability

\$2,000,000 Occurrence
\$6,000,000 Aggregate

Please note the general liability certificate must show the waiver of subrogation.