

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 08-Apr-2003	4. REQUISITION/PURCHASE REQ. NO. W68MD9-3043-7586	5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755	CODE DACW67	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. DACW67-03-B-0003	
		X	9B. DATED (SEE ITEM 11) 13-Mar-2003	
			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.) The Grays Harbor Outer Channel Maintenance Dredging FY03, Grays Harbor, Washington SEE ATTACHED 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)		08-Apr-2003

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

- A. Replace Section 00800, Special Clauses, in its entirety, with the attached Section 00800 to reflect the "Revisions to reflect index of drawings on page 00800-5 thru 00800-6.
- B. The drawing plate G-1, is revised to correct signature block issued in amendment 0002.
- C. **The Bid Opening date/time remains 15 April 2003 at 2:00PM Local time .**
- D. There are no other changes as result of this amendment.
- E. **NOTICE TO BIDDERS:** Bidders must acknowledge receipt of this amendment by number and date on bid or by telegram. Please mark outside of envelope in which your bid is enclosed to show amendment received.

Encl:
00800, (revised)
Drawing (revised)

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SPECIAL CLAUSES

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SC-1.1	<u>DELETED</u> - OPTION FOR INCREASED QUANTITY
SC-2	LIQUIDATED DAMAGES - CONSTRUCTION
SC-3	<u>DELETED</u> - TIME EXTENSIONS
SC-4	VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS
SC-5	<u>DELETED</u> - CONTINUING CONTRACTS
SC-6	PERFORMANCE OF WORK BY THE CONTRACTOR
SC-7	PHYSICAL DATA
SC-8	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
SC-9	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

SECTION 00800

SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
(FAR 52.211-10).

The Contractor shall be required to (a) commence work under this Contract within 5 calendar days after the date the Contractor receives the notice to proceed, and shall be mobilized and ready to commence dredging within 10 calendar days after the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 31 May 2003. The time stated for completion shall include final cleanup of the premises. See Sections ENVIRONMENTAL PROTECTION and DREDGING for dredging restrictions and order of dredging.

SC1.1 DELETED

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$966.00 for each day of delay.

(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.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

SC-3. DELETED

SC-4. VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995)
(EFARS 52.212-5001): This variation in estimated quantities clause is applicable only to Item Nos. 0002 and 0003.

(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 and 0003 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 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. 0002 and 0003 exceeds 115 percent or is less than 85 percent 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 and 0003 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 52.211-18, Variation in Estimated Quantities.

SC-5. DELETED.

SC-6. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least forty percent (40%) of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-7. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Physical Conditions: Surveys of the FY 2002 Maintenance Dredging are available for inspection in Operations Division at the Seattle District, U.S. Army Corps of Engineers, 4735 East Marginal Way South, Seattle, Washington. Each offeror should investigate the tidal and current conditions unique to the Grays Harbor area.

(b) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(c) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

(d) Condition of Area: The condition of the area when last surveyed is shown on the drawings. Topography is in feet and represents elevation with reference to mean lower low water (M.L.L.W.).

(e) Obstruction of Channel: The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the Rivers and Harbors Act approved 8 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the Contract in navigable waters or on shore.

(f) Traffic consists of deep-draft ships, small boats, Government hopper dredge, fishing boats with nets out, and barges under tow. Some interference with dredging operations is to be expected.

SC-8. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAY 1999)-
(EFARS 52.231-5000)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at http://www.access.gpo.gov/su_docs.

SC-9. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001 EBS)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. The Government will not give the Contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(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; and
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed 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 in the index of drawings attached at the end of the Special Clauses.

INDEX OF DRAWINGS

Outer Channel Maintenance Dredging FY03
 Grays Harbor, Washington

File Number: E-5-1-112

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
1	G-1	Title, Vicinity Map and Drawing Index	<u>B</u>	03 <u>APR1</u>
2	G-2	General Plan	A	03MAR25
3	O-2	Entrance Channel, Pt. Chehalis Reach and South Reach	A	03MAR25
4	O-3	South Reach, Crossover Channel and North Channel	A	03MAR25

REPRESENTATIVE CONDITION SURVEYS

Condition surveys indicated below are available in the District Office and may be requested by potential bidders or viewed in the District Office. POC: Hiram Arden, Project Manager, phone (206) 764-3401.

FILE NUMBER	TITLE/STA	DATE
E-5-15-91 Sheet 1 of 3	Pt. Chehalis/South Reach Condition 12, 13, 15 Feb, 1 Oct 2002 STA 425+00 to STA 514+00	19NOV02
E-5-15-91 Sheet 2 of 3	South Reach Condition 1 Oct 2002 STA 495+00 to STA 556+00	19NOV02
E-5-15-91 Sheet 3 of 3	South Reach Condition 1 Oct 2002 STA 555+00 to STA 616+00	19NOV02
E-5-15-90 Sheet 1 of 2	South Reach Condition 30 Jan, 30 Sep 2002 STA 604+00 TO STA 667+00	14NOV02
E-5-15-90 Sheet 2 of 2	South Reach/Cross Over Channel After-Dredge Condition 30 Jan, 30 Sep 2002 STA 684+00 to STA 736+00	14NOV02

CONDITION SURVEYS (Cont'd)

<u>FILE NUMBER</u>	<u>TITLE/STA</u>	<u>DATE</u>
E-5-13-294 Sheet 1 of 4	South Reach/Cross Over Channel Condition 25 & 30 Jan 2002 STA 708+00 to STA 762+00	4APR02
E-5-13-294 Sheet 2 of 4	Cross Over Channel Condition 25 Jan 2002 STA 755+00 to STA 807+00	4APR02
E-5-11-190 Sheet 1 of 1	Entrance/Pt. Chehalis Channel Condition 12 Feb 01, 1 Oct 02; 5,6 Feb 03 STA 337+00 to STA 505+00	20MAR03

END OF SECTION