

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. **0001** 3. EFFECTIVE DATE **07/11/02** 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_ 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY CODE \_\_\_\_\_ 7. ADMINISTERED BY (If other than Item 6) CODE \_\_\_\_\_  
 U.S. Army Engineer District, Wilmington  
 69 Darlington Avenue (28403)  
 Post Office Box 1890 (28402-1890)  
 Wilmington, North Carolina

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) \_\_\_\_\_ (X) 9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 \_\_\_\_\_ X DACW54-02-B-0006  
 \_\_\_\_\_ 9B. DATED (SEE ITEM 11) \_\_\_\_\_  
 \_\_\_\_\_ 06/20/02  
 \_\_\_\_\_ 10A. MODIFICATION OF CONTRACT/ORDER NO. \_\_\_\_\_  
 \_\_\_\_\_ 10B. DATED (SEE ITEM 11) \_\_\_\_\_  
 CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers 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 2 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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  is not,  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.)  
 IFB NO. DACW54-02-B-0006... Maintenance Dredging, Lockwoods Folly River And Atlantic Intracoastal Waterway, Brunswick County, North Carolina is amended as follows:

a. SECTION 01355: Delete existing Page 9 in its entirety and substitute revised enclosed page.

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)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

14. DESCRIPTION OF AMENDMENT -- Cont'd

NOTE:

Text that is added or revised by this amendment is replaced in its entirety and/or underlined and printed in bold and/or stamped appropriately.

The text changes may have necessitated reformatting of subsequent text or pages. If this is the case, those pages have also been issued as amended pages but are not underlined with bold text.

Encls  
As stated

State laws pertaining to dredging and placement of dredged material. In addition, it is the responsibility of the Contractor to assure that no wetlands outside the work limits shown on the drawings are adversely affected by dredging, placement of dredged material, or associated operations (including land-based support activities) conducted under this contract. Any placement or leakage of dredged material, even if unintentional, outside the placement limits designated in this contract or not in compliance with placement criteria in this contract, is the responsibility of the Contractor, and is subject to removal by the Contractor at his own expense upon the request of the Contracting Officer. Upon discovery of such misplaced material, the Contractor shall immediately take corrective action to stop the continued misplacement of dredged material, and shall notify the Contracting Officer for further instructions.

The Contractor is responsible for monitoring all waters and wetland areas affected by operations conducted under this contract. In the event that water quality or wetland violations result from the Contractor's operation, the Contractor shall suspend the operation(s) causing the violation, and such suspension shall not form the basis for a claim against the Federal government.

### 3.2.3 Protection of Fish and Wildlife

The Contractor shall at all times take such measures as may be required and perform all work in a manner that minimizes the disturbance of or interference with fish and wildlife, or fish and wildlife habitat. All dredging shall take place between **November 16** and March 31. The Contractor shall not alter water flows or otherwise disturb native habitat in or adjacent to the project area which, in the opinion of the Contracting Officer, are critical to fish, shellfish, or wildlife. Measures will be taken to prevent polluting or fouling any body of water.

### 3.2.4 Protection of Endangered and Threatened Species

Species Federally listed as endangered or threatened receive a high level of protection under the Endangered Species Act of 1973 (PL 93-205), as amended. Endangered or threatened species that may be encountered in the project area could include sea turtles, manatees, and shortnose sturgeon. In addition, all marine mammals, including whales, manatees, porpoises, and dolphins, are protected under the Marine Mammal Protection Act of 1972 (PL 92-522), as amended. Therefore, the Contractor shall take such measures as may be required to assure that any activities conducted as a part of this contract do not kill, injure, capture, pursue, harass, or otherwise harm any of these species. Specific types of equipment and operations pose different types of hazards, so specific protective measures will vary depending upon the type of operation being conducted. The Contractor should be aware that protected species frequently occur in North Carolina waters, and all work should be planned accordingly. Specific details are explained in contract clause Special Environmental Requirements.

Notification and reporting requirements for incidents involving protected species. Incidents involving the death or injury of any protected species or the recovery of any body parts of these species, including sea turtles, whales, dolphins, porpoises, and shortnose sturgeons, have specific requirements for agency notification. If any dead, injured, or sick individual of any protected species is found in the project area by the Contractor, it should be left undisturbed and the Contracting Officer should be notified immediately. The Contractor will also prepare and provide to the Contracting Officer written records detailing any such incident involving protected species within 24 hours of its occurrence.