

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 0001
3. EFFECTIVE DATE 11/25/03
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
9A. AMENDMENT OF SOLICITATION NO. (X)
DACW54-03-B-0017
9B. DATED (SEE ITEM 11) X
10/31/03
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. DACW54-03-B-0017...Maintenance Dredging, Morehead City Harbor, Entrance Channels, Carteret County, North Carolina is amended as follows:

- a. SECTION 00010: Delete existing SF 1442 (FRONT & BACK) in its entirety and replace with revised enclosed pages.
- b. SECTION 00100: Delete existing Page 3 thru Page 6 of 151 in their entirety and replace with revised enclosed Page 3 thru Page 6 of 149.

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

c. SECTION 01355A: Delete existing Page 26 in its entirety and replace with enclosed revised Page.

d. SECTION 02325: Delete existing Page 12 and Page 14 in their entirety and replace with enclosed revised Page 12 and Page 14.

NOTE:

Text that is added or revised by this amendment is replaced in its entirety 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 bold text.

(End of Summary of Changes)

Encls
As stated

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW54-03-B-0017-0001	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 31-Oct-2003	PAGE OF PAGES 1 OF 149
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81LJ8-3210-0685	6. PROJECT NO.
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7. ISSUED BY USAED, WILMINGTON -(910)251-4424 ATTN: DANNY R KISSAM P O BOX 1890 (28402-1890) 69 DARLINGTON AVE (28403) WILMINGTON NC 28402-1890 TEL: (910) 251-4424	CODE DACW54	8. ADDRESS OFFER TO (If Other Than Item 7) CODE See Item 7	TEL: FAX: (910) 251-4454
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9. FOR INFORMATION CALL:	A. NAME DANNY R. KISSAM	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (910) 251-4424
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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):

SPECIFICATIONS FOR DACW54-03-B-0017, MAINTENANCE DREDGING, MOREHEAD CITY HARBOR, ENTRANCE CHANNELS, CARTERET COUNTY, NORTH CAROLINA

(ESTIMATED COST RANGE OF PROJECT IS BETWEEN \$1,000,000 AND \$5,000,000)

-----UNRESTRICTED-----

NOTE #1: Return Section 00600, entitled "Representations & Certifications" along with all other information requested in Section 00100, Clause 52.0000-4002, with Bid Submittal.

NOTE #2: Verbal or written requests for information must be directed to the person listed in Block 9 above. Inquiries and requests that are directed to any other person may not be relayed to the proper person, and therefore, may not be answered. See 52.000-4001 in Section 00100.

NOTE #3: Due to increased security, please allow for delays of approximately 45 minutes for persons and materials entering the District Headquarters Building.

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12 A. 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	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 08 Dec 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.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
CODE		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
FACILITY CODE		See Item 14

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 _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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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 <i>(Type or print)</i>	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 <i>(4 copies unless otherwise specified)</i>	ITEM	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)

26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY:	CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> 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 or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates 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 <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		
30B. SIGNATURE	30C. DATE	TEL:	EMAIL:
		31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MOBILIZATION AND DEMOBILIZATION FFP PURCHASE REQUEST NUMBER: W81LJ8-3210-0685	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DREDGING FFP MOREHEAD CITY HARBOR ENTRANCE CHANNELS (RANGE A AND CUTOFF) IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. ALL QUANTITIES ARE ESTIMATED.	1,000,000	Cubic Yard		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PERFORMANCE AND PAYMENT BONDS FFP	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OPTIONAL BID ITEM A FFP THIS IS NOT A BID ITEM. Morehead City Harbor, Entrance Channels (Range A and Cutoff) in accordance with the plans and specifications for Section 933 with BEACH DISPOSAL. All Quantities are estimated. Additional Cost associated with placement of BASE BID MATERIAL ON THE BEACH FOR SECTION 933. Line Item 0004AA is the additional mobilization and demobilization as compared to Line Item 0001, for placing the disposal material on the beach. Line Item 0004AB is the additional cost of placing Base Bid Line Item 0002 on the Beach, instead of Nearshore Disposal. Any dredged material not placed on the Beach and Disposed of in either the Nearshore (Disposal Area 2) or Offshore (Disposal Area 1) shall be paid at the Base Bid Price of Line Item 0002. NOTE: The Contractor will be paid for the excavation under Line Item 0002. This Line Item is only for the additional placement costs associated with the 933 Beach Placement as compared with cost of the Nearshore Disposal that are to be included in Line Item 0002. Line Item 0004AC is the Beach Tilling required when placing the disposal material on the Beach. Line Item 0004AD is the additional Performance and Payment Bonds, as compared to Line Item 0003, for placing the disposal material on the Beach.				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	MOBILIZATION AND DEMOBILIZATION FFP		Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		1,000,000	Cubic Yard		

OPTION DREDGING
FFP
MOREHEAD CITY HARBOR, ENTRANCE CHANNELS (RANGE A AND CUTOFF) IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR SECTION 933, WITH BEACH DISPOSAL. ALL QUANTITIES ARE ESTIMATED.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		83	Acre		

OPTION BEACH TILLING
FFP
In accordance with the plans and specifications. All quantities are estimated.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		1	Lump Sum		

OPTION PERFORMANCE AND PAYMENT BONDS
FFP

NET AMT

FOB: Destination

TOTAL AMOUNT OF LINE ITEMS 0001-0003

\$ _____

NOTICE TO ALL BIDDERS

The Government will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

NOTE 1:

THE GOVERNMENT RESERVES THE RIGHT TO EXERCISE OPTIONAL BID ITEM NO. 1 ON OR BEFORE 15 JANUARY 2004.

NOTE 2:

THE EXERCISE OF ANY OPTIONAL BID ITEMS SHALL BE SUBJECT TO THE AVAILABILITY OF FUNDS.

PRE-AWARD INFORMATION

Contracts shall be awarded to responsible prospective contractors.

Before award, to be determined responsible, a prospective contractor must:

THE FOLLOWING INFORMATION MUST BE SUBMITTED WITH BID

- a. Current Financial Statement
- b. Furnish a completed Small Business Subcontracting Plan (LARGE BUSINESS ONLY)

required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.15 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

3.16 PAYMENT FOR ENVIRONMENTAL PROTECTION

3.16.1 Measurement and Payment

3.16.1.1 Beach Tilling

The unit of measurement for beach tilling will be the acre. The beach tilling quantities stated for bid items are estimates. The quantities to be paid for shall comprise the actual areas acceptably tilled as directed by the Contracting Officer, measured to the nearest one-hundredth of an acre based on horizontal measurements. The quantities measured as provided above will be paid for at the applicable contract unit price per acre for bid items "Beach Tilling," which price and payment shall constitute full compensation for-tilling, leveling and furnishing all labor, tools, equipment, services, and incidentals necessary to complete the work in accordance with this section of the specifications.

3.16.1.2 Other Environmental Protection Costs

Other environment protection costs covered under this section and not included under subparagraph, Beach Tilling above shall be considered incidental to and included in the cost for the various items of work as listed in the BIDDING SCHEDULE and described elsewhere in these specifications.

-- End of Section --

with no more than 10% silt and clay material present. **Should the dredge encounter materials not suitable for placement on the beach, the Contractor will be directed by the Contracting Officer to place the material in Disposal Area No. 2, the Nearshore Disposal Area or Disposal Area No. 1.**

(e) Objectionable Matter

Objectionable matter such as stumps, roots, logs, or other organic or inorganic debris having a diameter of 2 inches or more and/or a length of 1 foot or more, or accumulations of small vegetative growth or debris shall be collected and placed in a disposal area furnished by the Contractor and approved by the Contracting Officer as the work progresses. Objectionable matter such as large clay balls shall be broken up and mixed in with the beach fill section by way of tilling or other appropriate method

(f) Discharge Points

When the fill material is placed by discharging the material directly into the fill section, the dredge discharge points shall be manipulated and controlled by the Contractor in such a manner to minimize the loss of material into the surf zone. At no time shall the dredged material be discharged directly into the ocean or any body of water.

(g) Longitudinal Dikes

For beach fill material placed by discharging the material directly into the fill section, the Contractor shall provide temporary longitudinal dikes and spreader and pocket pipe as necessary to prevent gulying and erosion of the beach and fill and to retain the fill on the beach and within the limits of the fill cross section. Longitudinal dikes shall be at least 300 feet long in front of the dredge discharge point. Shorter lengths may be subsequently used if approved by the Contracting Officer. Groins, bulkheads, revetments, piers, storm drain outfall pipes, and other structures within the fill section shall be protected by the Contractor to prevent damage thereof by the Contractor's operations.

(h) Fill Adjustments

It is the intent of the Contracting Officer to control the yardage of the fill material along the beach to that which is needed to construct the applicable fill sections shown on the drawings by varying the width of the +7.0 foot NGVD 1929 construction berm. Note that the amount of material retained on the beach is assumed to be 20% less than the volume of material removed from the borrow area. The approximate width of the +7.0 foot NGVD 1929 construction berm is shown on the drawings and is based on the quantity of material to be placed and an assumed slope of the placed material of 1V:15H seaward of the crest of the construction berm to the point of intersection with the existing bottom. The actual width of the construction berm will be based on Government interpretation of the borrow area and beach profile surveys and the actual slope that the material assumes during placement. The Contractor shall maintain the fill section in a satisfactory condition at all times until final completion and acceptance of the work as specified in SECTION 01100: SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS, paragraph, FINAL EXAMINATION AND ACCEPTANCE. Due to the constantly changing shoreline, the Contracting Officer may make minor alterations in the plan dimensions and/or slopes of the fill section in order to increase or decrease the volume of fill placed along the beach.

Beach survey field notes and computations shall be furnished to the

request. Upon completion of the beach disposal, the Contractor shall furnish the log/map to the Contracting Officer.

(b) Grade stakes and any other stakes for any purpose shall be made of such material that can and shall be removed intact after filling to cross sections accepted by or as directed by the Contracting Officer. All stakes shall have sufficient length above grade so they may not be accidentally covered by fill. The Contractor shall consecutively number each grade stake, shall clearly mark that number upon the stake, and shall record the location of each numbered stake in a grade stake log/map. The removal of each numbered stake shall be recorded in the grade stake log at the time of the stake removal. At the request of the Contracting Officer, all of the grade stakes shall be displayed after their removal to demonstrate those stakes that have been removed. All grade stakes placed within the limits of the beach fill work shall be numbered and shall be recorded in the log/map. It is the Contractor's responsibility to track, locate, and completely remove all grade stakes in their entirety to the satisfaction of the Contracting Officer.

3.9 OVERDEPTH AND SIDE SLOPES

(a) Overdepth. This contract allows overdepth dredging. No payment will be made for any material that is removed from below the allowable overdepth or outside of the indicated side-slopes.

(b) Side-Slopes. Material actually removed, within limits approved by the Contracting Officer, leaving final side-slopes no flatter than the side slopes indicated by the typical dredging sections shown on the drawings, will be paid for, whether accomplished by dredging the original position or the space below the pay slope plane and allowing upslope materials to fall into the cut.

(c) Excessive Dredging. Material taken from beyond the limits specified above, will be deducted from the total amount dredged as excessive dredging and will not be credited.

3.10 MEASUREMENT AND PAYMENT

(a) The total volume of all material removed and to be paid for under this contract will be measured in cubic yards, by computing the volume between the bottom surface shown by soundings of the last survey before dredging and the bottom surface shown by the soundings of a survey made as soon as practicable after the entire work specified has been completed. The calculations will exclude any volume of material removed from beyond the limits of the side-slopes and/or below the allowable overdepth and will be further reduced by the volume of any misplaced material. Volume computation will be calculated based on average end area method. All pay quantities shall be determined from before and after dredging surveys conducted by the Government. Pay quantities for Morehead City Harbor will be determined from depth soundings taken using a 200 kHz depth sounding/digitizer system.

(b) If the beach disposal option is exercised and weather and/or wave conditions prohibit beach disposal, payment quantity under Bid Item No. 0004AB will be reduced by the bin measurements. In this circumstance, this quantity will be paid for under Bid Item No. 0002 only.

(c) The drawings referred to in Section 01100, paragraph, CONTRACT DRAWINGS AND SPECIFICATIONS, are believed to represent the conditions