

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

J | 1 | 4

2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 20-Jun-2000	4. REQUISITION/PURCHASE REQ. NO. W25PHS-0041-1151	5. PROJECT NO.(If applicable)
6. ISSUED BY USACE, PHILADELPHIA (CENAP-CT-C) POC: MICHELLE BERTOLINE WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA, PA 19107-3390	CODE DACW61	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. DACW61-00-B-0012
	X	9B. DATED (SEE ITEM 11) 09-May-2000
		10A. MOD. OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
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 Offer 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 _____ copies of the document; (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 THE 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)
MAINTENANCE DREDGING, DELAWARE RIVER, PHILADELPHIA TO THE SEA

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 data, 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.)

THE BID OPENING DATE IS HEREBY EXTENDED TO 29 JUNE 2000 AT 11:00 A.M.

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) MICHELLE J BERTOLINE / CONTRACT SPECIALIST
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
	16C. DATE SIGNED 20-Jun-2000

14. DESCRIPTION OF AMENDMENT

a. SPECIFICATIONS:

SECTION 02880: Please delete page 02880-12 and substitute new page 02880-12, annotated Amendment No. 0004 and attached hereto. (Page 11 is provided here only as the other side.)

b. DRAWINGS:

Please delete "w/ Options for Deepening" from all drawing titles and change total sheet number from "10" to "9".

c. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) as Amendment No. 0004. Failure to acknowledge all amendments may be cause for rejection of the bid.

shall conform to U. S. Department of Commerce DOC PS 20. Flash-boards shall be pressure-preservative treated with chromated copper arsenate (water-borne solution) in accordance with AWPA C2 to have a minimum net retention of solid preservative of 2.5 pounds per cubic foot. Strong solution for brush treatment shall be available at the site and all cut surfaces shall be heavily brushed. The Contractor shall provide, prior to commencement of pumping, a sufficient number of flash-boards for the sluices as required for the retention of dredged material under this contract and shall assure that the entire sluice length is effective. Flash-boards shall be 4 inch nominal thickness.

3.4.3 Continuing Effluent Control

Upon completion and acceptance of a work assignment, the Contractor shall provide continuing, intermittent labor to assure that effluent control is continued beyond the completion of dredged discharge into the disposal area. Control, including the removal of flash boards, shall be continued until water impoundment is reduced to that which existed prior to the commencement of disposal into this area. The time required for effluent control beyond completion and acceptance of the work assignment shall not be considered part of the completion time for the contract.

3.4.4 Disposal Area Costs

All costs in connection with the development and maintenance of disposal areas, including all required effluent control and installation and removal of sheeting, shall be included in the contract unit price for removal and satisfactory disposal of material for the Delaware River Channel.

3.5 OVERDEPTH AND SIDE SLOPES

3.5.1 Overdepth

To cover inaccuracies of the dredging process, the following will be estimated and paid for at the applicable contract unit price for the work assignment **area: material** actually removed from within a work assignment area, to a depth of not more than 1 foot below the required depth, limited by a vertical plane through the required depth contour.

3.5.2 Side and End Slopes

No side or end slopes are specified for **this contract**. Computation of payment **quantities will** be to a distance of 25 feet outside the channel limits.

3.6 ESTIMATED QUANTITIES

The total estimated quantity of material necessary to be removed within the specified limits as shown on the drawings, including allowable overdepth and areas outside the channel and anchorage limits as previously specified, is as follows for each of the potential work assignment areas:

<u>Work Assignments</u>	<u>Station to Station</u>	<u>Required to 45 feet (CY)</u>	<u>Allowable Overdepth(1') (CY)</u>	<u>Total Available (CY)</u>
Marcus Hook	117+000 to 129+000	1,125,000	300,000	1,425,000
Cherry Island	167+000 to 174+000	150,000	50,000	200,000
Deepwater Point	187+000 to 208+000	125,000	25,000	150,000
New Castle	225+000 to 237+000	<u>800,000</u>	<u>50,000</u>	<u>850,000</u>
TOTALS		2,200,000	425,000	2,625,000

All depths specified for dredging are referenced to mean lower low water. The Contracting Officer reserves the right to direct, in any of the contract areas, a required dredging depth varying from 35 feet to 45 feet, in increments of one foot, plus an allowable overdepth of 1 foot, when issuing work assignments. The Contracting Officer also reserves the right to direct cessation of work under a particular work assignment at any time during the contract period.

3.7 LIMIT OF DREDGING

The areas to be dredged are the channel within the acceptance section specified below and depicted in the sketch of Section 00845, as defined by the dredging prism specified in paragraphs entitled: "OVERDEPTH AND SIDE SLOPES" and "MEASUREMENT AND PAYMENT."

3.7.1 Acceptance Sections:

For the purpose of acceptance, the dredging shall be divided into the following sections:

A maximum length of channel of 3,000 feet, and a maximum of one-half channel width, as set out in the work assignment and in accordance with the arrangement shown in the acceptance section sketch.

3.7.2 Completion of Acceptance Sections

The Contractor is responsible for clearing, to the required depth, each acceptance section in its entirety prior to acceptance of the work by the Government. In any portion of an acceptance section where the before-dredging survey indicates dredging is required, the Contractor is responsible for removing any required material found to be remaining above the required depth by the after-dredging surveys unless such dredging is waived. Material removed as a result of redredging, within the dredging contour, will be paid for at the contract unit price and quantity as determined by the difference between initial before-dredging survey and the final after-dredging survey. In any portion of an acceptance section where the after-dredging surveys indicate dredging is required that was not indicated by the before-dredging surveys, the Contractor shall be responsible for removing such material to the required depth, unless waived by the Contracting Officer. The Contractor will be paid for such work at