

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 10-Feb-2004	4. REQUISITION/PURCHASE REQ. NO. W25PHS-3300-4524	5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAS PHILADELPHIA PA 19107-3390	CODE W912BU	7. ADMINISTERED BY (If other than item 6) US ARMY ENGINEER DISTRICT, PHILADELPHIA POC:MICHELLE L. RUBINO WANAMAKER BLDG 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390		CODE E5CTCMLR
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W912BU-04-B-0002
			X	9B. DATED (SEE ITEM 11) 23-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)				
Maintenance Dredging, Lease of Plant, NJIWW, Barnegat Inlet, Cold Springs Inlet, NJ				
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.) THIS AMENDMENT DOES NOT CHANGE THE FEBRUARY 24, 2004 BID OPENING DATE. SEE ATTACHED CHANGES.				
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)		

SF 30 CONTINUATION SHEET

14. DESCRIPTION OF AMENDMENT:

a. Section 00010, Bidding Schedule: Please delete Page 00010-3 in its entirety and substitute the Page 00010-3 in its place, annotated Amendment No. 0001, attached hereto.

b. SPECIAL CONTRACT REQUIREMENTS:

(1) Section 00800 - SPECIAL CLAUSES - Please delete page 00800-2 in its entirety and substitute the revised page of the same number, annotated Amendment No. 0001, attached hereto.

c. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) as Amendment No. 0001. Failure to acknowledge all amendments may be cause for rejection of the bid.

BIDDING SCHEDULE
 (To be attached to SF 1442)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
1.	Mobilization & Demobilization	1	Job	L.S.	\$
2.	12"-14" Dredge with Operating Personnel and Attendant Plant	2,000	Hours	\$	\$
3.	Booster Pump	500	Hours	\$	\$
4.	Tugboat with Operating Personnel	100	Hours	\$	\$
5.	Dozer with Operator	40	Days	\$	\$
6.	Crawler Mounted Dragline with Operator	100	Days	\$	\$
7.	Barge	30	Days	\$	\$
8.	Steel Drainage Pipe	150	L.F.	\$	\$
9.	Sluices	3	Ea.	\$	\$
10.	Plastic Sheeting	2,000	S.Y.	\$	\$
TOTAL ESTIMATED AMOUNT					\$

NOTE: Bidders must bid on all items.

SPECIAL CLAUSES

SC-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date of receipt by him of the first notice to proceed, which will be issued for the dragline and equipment by approximately 1 April 2004, (b) prosecute the said work diligently, and (c) complete the entire work ready for use not later than **180** calendar days after the date of receipt by him of the second notice to proceed, which will be issued for the dredge and attendant plant and equipment by approximately 15 April 2004. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

SC-2 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

a. If the Contractor fails to complete the work within the time fixed for the contract, or any extensions thereof, the Contractor shall pay to the Government as liquidated damages, the sum of \$1,025.00 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. (FAR 52.211-12)

SC-3 CONTINUING CONTRACTS (MAR 1995-EFARS)

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

b. The sum of \$500,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs f and i below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.