

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |                                  |  | 1. CONTRACT ID CODE                                   | PAGE OF PAGES                 |
|---|----------------------------------|--|---|-------------------------------|
|   |                                  |  | J   | 1   4                         |
| 2. AMENDMENT/MODIFICATION NO.<br>0001   | 3. EFFECTIVE DATE<br>28-Jul-2004 | 4. REQUISITION/PURCHASE REQ. NO.<br>W25PHS-4156-9731           |   | 5. PROJECT NO.(If applicable) |
| 6. ISSUED BY<br>US ARMY ENGINEER DISTRICT, PHILADELPHIA<br>CONTRACTING DIVISION<br>WANAMAKER BUILDING<br>100 PENN SQUARE EAS<br>PHILADELPHIA PA 19107-3390  | CODE<br>W912BU                   | 7. ADMINISTERED BY (If other than item 6)<br><b>See Item 6</b> |   |                               |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)   |                                  | X  | 9A. AMENDMENT OF SOLICITATION NO.<br>W912BU-04-R-0025 |                               |
|   |                                  | X  | 9B. DATED (SEE ITEM 11)<br>15-Jul-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.<br>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:<br>(a) By completing Items 8 and 15, and returning <u>3</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>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.<br>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.)<br>This amendment will replace pages C-6 and C-28. In addition clauses 52.228-1 and 52.228-16 are added to Section I. This amendment will also incorporate CADD drawings posted on the USACE EBS site.  |                                  |  |   |                               |
| 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                                      |                               |
| _____<br>(Signature of person authorized to sign)   |                                  | BY _____<br>(Signature of Contracting Officer)                 | 28-Jul-2004   |                               |

## REPLACEMENT PAGES - SECTION C

### C004 CLASSING AND CERTIFICATION

The Contractor shall be responsible for preparing necessary drawings and calculations, obtaining necessary regulatory body reviews and approvals, obtaining necessary inspections and surveys during construction and for the certification and classing of the vessel as follows:

- ABS Classification “Maltese Cross, A-1, BARGE, River Service”, with “Reinforcement B” notation.

The Contractor shall bear all expenses associated with the acquisition of the required classing and certifications. The recommended ABS point of contact is Mr. Glenn Ashe, who can be reached by phone, or mail, at: (703) 5198-0801, [Gashe@eagle.org](mailto:Gashe@eagle.org), or 14321 Prince Street, Suite 1200, Alexandria, VA 22314.

If the Contractor intends to launch, test, operate, or tow the barges “out of class,” the Contractor must specifically advise ABS of such intent and incorporate any and all modifications required by that agency for such operation at no additional cost to the Government and with no additional contract time. Any such modification which, in the opinion of the COR, affects the arrangements, operability or suitability of the barges shall be removed from the barges by the Contractor at no additional cost or time and the barges returned to new condition prior to Final Acceptance.

Note that this contract requires structural analysis above the minimum requirements of ABS. See Contract Clause C160 and C305.

The Contractor shall obtain an ABS Statement of Fact Letter, documenting that the vessel longitudinal strength meets the requirements set forth in Clause C160(B).

The Contractor shall obtain an ABS Statement of Fact that the vessel deck, together with above deck fittings and structure, as well as under deck structure, meets the requirements and criteria set forth in Clauses C300(D)-C300(H).

Transverse bulkheads shall be analyzed for primary stresses, due to shear force and bending moment in the bulkhead, as generated by gate pad and/or tie-down loads and hydrostatic pressure. This information may be obtained from basic principles methods. The stresses shall be compared to allowable values for plate girder members, as defined in the AISC ASD Manual, referenced in Contract Clause C003.

All bulkhead plate panels shall be designed in accordance with the requirements of Part 5 of the 2004 ABS Steel Vessel Rules referenced in Contract Clause C003.

The Contractor has the option of performing an FEA model of the entire vessel, subjected to all loading conditions defined in Contract Clause C160, to obtain the stresses necessary to perform design and, buckling analysis of the vessel structure.

Vessel structure welds in way of the gate pads shall be designed by basic principles methods, to withstand the applied gate loads. ~~Weld size shall be designed in accordance with the criteria defined by the AISC ASD Manual and machinery foundations as defined by the ABS River Rules, as referenced in Contract Clause C003.~~ Welds shall be based upon the larger of the weld sizes designed in accordance with the criteria defined in the AISC ASD Manual and the machinery foundation requirements of the ABS River Rules, referenced in Contract Clause C003.

#### E. DECK TIE-DOWN SUPPORT STRUCTURE

The main deck structure supporting the deck tie-down assemblies shall be designed for 125% of the following loads, all applied simultaneously to each tie-down:

- Vertical load – 79,000 lbs
- Longitudinal load – 5100 lbs
- Athwartships load – 35,000 lbs

These loads were obtained from the worst case combination of gate weight and aforementioned gate environmental loads and shall be applied to the deck tie-downs on one side of each gate pad, when designing the deck and supporting hull structure.

The configuration of the deck tie-downs shall be in accordance with the requirements of Contract Clause C420(F).

## SECTION I - CONTRACT CLAUSES

The following have been added by full text:

## 52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
- (c) The amount of the bid guarantee shall be twenty (20%) percent of the bid price or \$3 Million, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

## 52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (JUL 2000)

- (a) Definitions. As used in this clause--

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

- (b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100 percent of the original contract price.
- (c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 calendar days, but in any event, before starting work.
- (d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.
- (e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

(End of clause)

(End of Summary of Changes)