

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		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 \_\_\_\_\_ 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.)

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

The specifications and drawings for Invitation No. W912HY-04-B-0025, Pipeline Dredging, From Sims Bayou to Turning Basins and U. S. Coast Guard Basin in Harris County, Texas, Houston Ship Channel, Texas, advertised 11 August 2004, and for which bid opening was postponed, are hereby modified as follows:

**BID OPENING DATE IS HEREBY RESCHEDULED FOR 2:00 PM,  
LOCAL TIME, ROOM 175, JADWIN BUIDLING, 14 OCTOBER 2004.**

(a) Specifications.

(1) BIDDING SCHEDULE, Pages 00010-1 and 00010-2.- The enclosed BIDDING SCHEDULE, Pages 00010-1 and 00010-2, supersedes that issued with this Invitation.

(2) Page 01100-1, Paragraph 1.- Delete this Paragraph in its entirety and substitute the following:

**“1. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (CESWG).** The Contractor will be required to commence work under this contract within 10 calendar days after the date of acknowledgment of Notice to Proceed, to prosecute said work at an average rate of not less than 300,000 cubic yards per month, and to complete it within the number of days after the limiting date fixed for commencement as determined by applying the average monthly rate above stipulated to the total quantity of material actually removed and to be paid for under this contract; provided that the quantity of material removed in any 1 month shall not be less than 250,000 cubic yards; provided further that no waiver by the Contracting Officer of failure of the Contractor to make in any month or series of months the rate of progress required by this Paragraph shall be construed as relieving the Contractor of the obligation to make up the deficiency in future months and to complete the entire work allowed by this contract. The time stated for completion shall include final cleanup of the premises.”

(3) Page 01100-2, Paragraph 6.- Delete this Paragraph in its entirety.

(4) Page 01451-7, Paragraph 3.7.- Delete this Paragraph in its entirety.

(5) Page 02050-1, Paragraph 1.1.- At the end of this Paragraph, after the words, “dredging operations,” delete the period and add the words, “throughout Sections 1 through 7.”

(6) Page 02050-2, Paragraph 1.8.- Delete this paragraph and substitute the following therefor:

**“1.8 MEASUREMENT.**

“1.8.1 Removal of Obstructions.- The removal of the three (3) obstructions and removal of incidental submerged debris within a radius of 50 feet from the center of the site shown, shall not be measured for payment.

“1.8.2 Dredging Debris.- Dredging debris, estimated to be 65 tons, shall be measured for payment by the ton based on receipts from certified public scales. The Contractor shall provide original receipts to the Contracting Officer, either on a monthly basis, or upon completion of work. Dredging debris shall not include the removal of the three (3) obstructions and incidental submerged debris in the vicinity.”

(7) Page 02050-2, Paragraph 1.9.- Delete this Paragraph in its entirety and substitute the following therefor:

**“1.9 PAYMENT.**

“1.9.1 Removal of Obstructions.- Payment for removal of the three obstructions, as shown, will be made at the contract lump sum price for ‘Removal of Obstructions,’ which shall include costs for mobilization and demobilization of the plant used to remove and dispose the obstructions, and verifying that the areas beneath the water, within a 50-foot radius, have been cleared, filling voids or openings resulting from removal operations, and hauling and disposing the debris off-site in an approved area.

“1.9.2 Dredging Debris.- Payment will be made at the contract unit price per ton for ‘Dredging Debris,’ which shall be based on actual quantity removed, certified original weigh tickets, and material being properly disposed in an approved area.”

(8) Page 02482-6, Paragraph 2.2.- Delete the first sentence and substitute the following two sentences: “The following requirement pertains only to the Contractor’s dredge any time it is positioned within the boundaries of the Houston Ship Channel, downstream of the Loop 610 Bridge. The Contractor shall have, in addition to the Lever Man or Dredge Master, a lookout posted in the dredge control room at all times to visually monitor the movement of vessels around the dredge plant, to perform radio communications with company workboats, and to deliver passing arrangement with commercial, fishing, and recreational vessels.”

(9) Page 02482-7, Subparagraph 3.1.3.- Delete the second occurrence of this Subparagraph.

(10) Page 02482-8, Subparagraph 3.5.1.- In the ninth line, at the end of the sentence ending with the word “ground,” delete the period and add “to ensure that material is evenly distributed and built up within the discharge corridor.”

(11) Page 02700-2, Subparagraph 2.2.1.- In the first line, delete the words, “steel handrails and.” In the last sentence, delete “Steel handrails and” and capitalize the word “Grating.”

(12) Page 02700-2, Subparagraph 3.1.1.- In the first line, delete the word, “removed” and substitute “at the drop-outlet structure, including the existing weir boards previously installed or stockpiled in the vicinity.”

(b) Drawings.

(1) Sheets Nos. 1 of 17 through 5 of 17.- Manually change “Sheets Nos. 1 of 17 through 5 of 17” to read “Sheets Nos. 1 of 18 through 5 of 18.”

(2) Sheet No. 6 of 17.- The enclosed new Sheet 6 of 18 supersedes Sheet No. 6 of 17 issued with this Invitation.

(3) Sheets Nos. 7 of 17 through 16 of 17.- Manually change “Sheets Nos. 7 of 17 through 16 of 17” to read “Sheets Nos. 7 of 18 through 16 of 18.”

(4) Sheet No. 16 of 18.- Add the following NOTE to Crossing No. 11 of this Drawing:

**“NOTE:**

**THE CONTRACTOR MAY BE REQUIRED TO REMOVE AND DISPOSE OF APPROXIMATELY 240-FOOT LONG, 24-INCH DIAMETER, ABANDONED DREDGE PIPELINE, COMPRISED OF 3 SECTIONS, WHICH EXISTS JUST EAST OF THE MAXINE STREET CROSSING.”**

(5) Sheet No. 17 of 18.- The enclosed new Sheet No. 17 of 18 shall be added to and become a part of this Invitation.

(6) Sheet No. 17 of 17.- Manually change “Sheet No. 17 of 17” to read “Sheet No. 18 of 18.” Also, add the following NOTE No. 3 to this Drawing:

**“3. THE INFORMATION SHOWN ON THIS DRAWING REGARDING THE DROP-OUTLET STRUCTURE IS PROVIDED MAINLY FOR STEEL PAINTING AND WEIR BOARD REQUIREMENTS. DIMENSIONS SHOWN ON THIS PARTICULAR SHEET, REGARDING THE EARTHEN RAMP, REFERS TO PREVIOUS WORK COMPLETED DURING THE ORIGINAL CONTRACT. FOR DETAILS AND DIMENSIONS FOR REPAIRING THE EXISTING BREACHED EARTHEN EMBANKMENT TO THE DROP-OUTLET STRUCTURE IN THIS CONTRACT, REFER TO THE SPECIFICATIONS AND THE DETAIL IN LOWER LEFT CORNER OF SHEET 6.”**

2. This amendment shall be attached to, and become a part of the specifications.

2 Encls

1. BIDDING SCHEDULE
2. Sheets Nos. 6 of 18 and 17 of 18

File 9125S

INVITATION NO. W912HY-04-B-0025

**HOUSTON SHIP CHANNEL, TEXAS,  
FROM SIMS BAYOU TO TURNING  
BASINS, AND U.S. COAST GUARD  
BASIN IN HARRIS COUNTY,  
TEXAS, PIPELINE DREDGING**

**BIDDING SCHEDULE  
(TO BE ATTACHED TO STANDARD FORM 1442)**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
<b>SCHEDULE NO. 1</b>					
0001	Mobilization and Demobilization	1	L.S.	\$ _____	\$ _____
0002	Removal of Obstructions	1	L.S.	\$ _____	\$ _____
0003	Dredging Debris	65	Tons	\$ _____	\$ _____
0004	Repair Drop-outlet Structure and Access Embankment	1	L.S.	\$ _____	\$ _____
0005	Dredging-Sections Nos. 1 Through 6	641,800	C.Y.	\$ _____	\$ _____
0006	Dredging-Section No. 7	8,700	C.Y.	\$ _____	\$ _____
0007	Pipelines	1	L.S.	\$ _____	\$ _____
<b>TOTAL SCHEDULE NO. 1</b>					\$ _____

00010-1

(To Accompany Amendment No. 0002 to Invitation No. W912HY-04-B-0025)

**BIDDING SCHEDULE (CONT'D)  
(TO BE ATTACHED TO STANDARD FORM 1442)**

**1. ARITHMETIC DISCREPANCIES (JAN 1997)(EFARS 52.214-5000).**

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

**2. MODIFICATIONS (CESWG).** If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment of each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

**3 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (SEE CONTRACT CLAUSES).** In reference to the above, the bidder/offeror shall take into consideration only those subcontracts which he/she will award when preparing the subcontracting plan required in FAR.

**4. SALES TAX EXEMPTION.** If you intend seeking a sales tax exemption on this contract please contact the Comptroller of Public Accounts at 1 800-252-5555.