

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 20-Apr-2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651		CODE W912P8	7. ADMINISTERED BY (If other than item 6) CONSTR DIV-LAFAYETTE AREA OFC CORPS OF ENGINEERS 646 CAJUNDOME BLVD SUI LAFAYETTE LA 70506		CODE B2M1400
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. W912P8-06-B-0067	
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 18-Sep-2006	
				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)					
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.) The above numbered solicitation for Houma Navigation Canal, Terrebonne Bay and Cat Island Pass, Maintenance Dredging, C/L Sta.1420+00 (Mile 10.1) to C/L Sta. 2160+00 (Mile (-) 3.5), Non-Continuous, Terrebonne Parish, LA is hereby amended as follows: Bid Opening Date Bid Opening Date and Time of 1 May 2007, 11:00 A.M. remains unchanged.					
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 _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 20-Apr-2007

SECTION 00010

Delete the bidding schedule pages 00010-3 and 00010-4 in their entirety and substitute with the attached revised bidding schedule pages 00010-3 and 00010-4.

SECTION 02482

1. Page 02482-3. After paragraph 1.3.2, add the following new paragraph:

“1.3.3 Flootation

Payment for floatation channel excavation shall be included in the contract unit price for “Dredging Terrebonne Bay, C/L Sta. 1655+00 to C/L Sta. 1885+00”. Price and payment shall constitute full compensation for furnishing all plant, labor, materials and performing all work for excavation for the flotation channel required for access to Wine Island.”

2. Page 02482-7, paragraph 3.1.3. Delete the existing paragraph in its entirety and replace with: "The channel shall be dredged to -17.0 ft. M.L.G. by 150 ft. bottom width."

3. Page 02482-8. After paragraph 3.1.6, add the following new paragraph:

“3.1.7 Order of Work

Unless otherwise directed by the Contracting Officer, dredging operations shall commence at the upper limit of work, C/L Sta. 1425+00 and proceed to the lower limit of work, C/L Sta. 1885+00.”

4. Page 02482-8, paragraph 3.2.2. In the first bullet item, delete “-18.0 M.L.G.” and insert “-17.0 M.L.G.”.

5. Page 02482-10, paragraph 3.3.1.2. Delete the existing paragraph in its entirety and replace with:

“3.3.1.2 Placement of Dredged Material

Dredged material from C/L Sta. 1425+00 (Mile 10 approx.) to C/L Sta. 1655+00 (Mile 5.5 approx.) shall be placed at the single point discharge locations as shown on the contract drawings.

Dredged material from C/L Sta. 1655+00 (Mile 5.5 approx.) to C/L Sta. 1885+00 (Mile 1.2 approx) shall be placed near Wine Island as shown on the contract drawings.”

6. Page 02482-10. After paragraph 3.3.1.2, add the following new paragraph:

“3.3.1.3 Floatation

The Contractor may be required to excavate a floatation channel for access to Wine Island. All costs associated with the excavation of the floatation channel, if required, shall be included in the contract unit price for “Dredging Terrebonne Bay, C/L Sta. 1655+00 to C/L Sta. 1885+00”. The floatation channel shall be excavated to minimum dimensions necessary to place the discharge pipeline and for equipment access to the discharge locations as shown on the contract drawings. The bottom width shall not exceed 70-ft. and the bottom elevation shall not exceed –8.0-ft. M.L.G. The excavated material shall be placed on either side of the floatation channel and shall not exceed +5.0-ft. M.L.G. The Contractor shall backfill any floatation prior to final demobilization from the site. If the excavated material returns to the channel the Contractor shall be responsible for removing it and restoring channel dimensions at his/her own expense.”

DRAWINGS

1. Dwgs. C-04, C-05 and C-06. Delete these drawings in their entirety and substitute the attached revised drawings.
2. Dwgs. C-10. Add the attached new drawing entitled C-10.

SECTION 00010 – BIDDING SCHEDULE

Houma Navigation Canal, Terrebonne Bay & Cat Island Pass
 Maintenance Dredging
 C/L Sta. 1420+00 (Mile 10.1) to C/L Sta. 2160+00 (Mile (-) 3.5), Non-Continuous
 Terrebonne Parish, LA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
0001	Mobilization and Demobilization	01	LS		
0002	Dredging: Terrebonne Bay, C/L Sta. 1425+00 to C/L Sta. 1655+00				
0002AA*	First 576,000	576,000	CY		
0002AB*	All Over 576,000	50,000	CY		
0003	Dredging: Terrebonne Bay, C/L Sta. 1655+00 to C/L Sta. 1885+00				
0003AA*	First 375,000	375,000	CY		
0003AB*	All Over 375,000	50,000	CY		
TOTAL					\$ _____

*Denotes a change from previous Bidding Schedule

Award will be made as a whole to one bidder.

NOTE 1: Bidders shall furnish unit prices for each item listed in the Schedule requiring a unit price. If the bidder fails to insert a unit price in the appropriate blank for required item(s), but does furnish an extended total, or an estimated amount for such item(s), the Government shall deem the unit price to be the quotient obtained by dividing the extended amount for that line item by the quantity. IF A BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED TOTAL OR ESTIMATED AMOUNT FOR ANY ITEM, ITS BID SHALL BE DECLARED NON-RESPONSIVE AND THEREFORE INELIGIBLE FOR AWARD.

NOTE 2: Any bid may be rejected if the Contracting Officer determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only total price of bid, but the price for individual line items as well. Any bid may be rejected if the prices for any line items or subline items are materially unbalanced (See FAR 14.404-2).

NOTE 3: THE NOTICE TO PROCEED (NTP): The successful bidder is advised that performance and payment bonds shall be submitted in accordance with the time frame in block 12B of SF 1442 after Notice of Award. The NTP will be issued immediately after verification of acceptable performance and payment bonds. Within 24 hrs after issuance of the NTP, the Contractor shall initiate a meeting to discuss the submittal process with the Area or Resident Engineer or his authorized representative. Physical work cannot start until the Accident Prevention Program, Contractor Quality Control Plan, and other submittals which may be required, have been submitted and approved and all preliminary meetings called for under the contract, have been conducted.

NOTE 4: Evaluation of Option(s) will not obligate the Government to exercise the option(s).

EVALUATION OF SUBDIVIDED ITEMS. (EFARS 52.211-5000 - MAR 95). Item Nos. 0002 & 0003 are subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its sub-items.

VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. (EFARS 52.211-5001 - MAR 95). The Variations in Estimated Quantities Subdivided Items clause is applicable only in Item Nos. 0002 & 0003

- a. Variations from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.
- b. Where the actual quantity of work performed for Item Nos. 0002 and 0003 is less than 85% of the quantity of the first sub-item listed under such items, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment in contract price shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantity -- Apr 84.
- c. If the quantity of work performed under Item Nos. 0002 and 0003 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item NONE exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract, the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantity.

