

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. 0013	3. EFFECTIVE DATE 04 JAN 28	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA		7. ADMINISTERED BY (If other than Item 6) SEE ITEM 7		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(√)	9A. AMENDMENT OF SOLICITATION NO. W912P7-04-R-0001
		×	9B. DATED (SEE ITEM 11) 1 DEC 2003
			10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A
			10B. DATED (SEE ITEM 13) N/A

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 1 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.

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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.)
**OAKLAND INNER AND OUTER AND RICHMOND INNER HARBORS
 ALAMEDA, SAN FRANCISCO, AND CONTRA COSTA COUNTIES, CALIFORNIA**

1 ENCL: 1) PRICING SCHEDULE. **NOTE: THE DUE DATE OF PROPOSALS HAS NOT CHANGED.**

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

PRICING SCHEDULE

BASIC CONTRACT (365 CALENDAR DAYS FROM CONTRACT AWARD)

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

LINE ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0001	MOBILIZATION/ DEMobilIZATION (OAKLAND & RICHMOND)	1	LUMP SUM	LUMP SUM	\$ _____
<u>OAKLAND INNER & OUTER HARBORS</u>					
0002	DREDGING INNER & OUTER HARBORS & DISPOSING OF MATERIAL IN GOVERNMENT-FURNISHED DEEP OCEAN DISPOSAL AREA				
0002AA	0 TO 150,000 CY	150,000*	CY	\$ _____	\$ _____
0002AB	150,000 TO 200,000 CY	50,000*	CY	\$ _____	\$ _____
0002AC	200,000 TO 250,000 CY	50,000*	CY	\$ _____	\$ _____
0002AD	250,000 TO 300,000 CY	50,000*	CY	\$ _____	\$ _____
0002AE	ALLOWABLE OVERDREDGING 0 TO 160,000 CY	160,000*	CY	\$ _____	\$ _____
SUBTOTAL PROJECTED PRICE					\$ _____
(ITEMS 0002 THRU 0002AE)					
<u>RICHMOND INNER HARBOR</u>					
0003	DREDGING INNER HARBOR DISPOSING OF MATERIAL IN GOVERNMENT-FURNISHED DEEP OCEAN DISPOSAL AREA				
0003AA	0 TO 150,000 CY	150,000*	CY	\$ _____	\$ _____
0003AB	150,000 TO 200,000 CY	50,000*	CY	\$ _____	\$ _____
0003AC	200,000 TO 240,000 CY	40,000*	CY	\$ _____	\$ _____
0003AD	ALLOWABLE OVERDREDGING 0 TO 130,000 CY	130,000*	CY	\$ _____	\$ _____

SUBTOTAL PROJECTED PRICE \$ _____
(ITEMS 0003 THRU 0003AD)

TOTAL PROJECTED PRICE \$ _____
(BASIC CONTRACT PERIOD ITEMS 0001 THRU 0003AD)

*QUANTITY IS AN ESTIMATED AMOUNT. SEE SECTION 00700, FAR 52.211-18, FOR VARIATION IN ESTIMATED QUANTITY CONTRACT CLAUSE.

PRICING SCHEDULE

OPTION YEAR 1 (365 CALENDAR DAYS FROM EXERCISE OF OPTION)

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

LINE ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1001	MOBILIZATION/ DEMobilIZATION (OAKLAND & RICHMOND)	1	LUMP SUM	LUMP SUM	\$ _____
<u>OAKLAND INNER & OUTER HARBORS</u>					
1002	DREDGING INNER & OUTER HARBORS & DISPOSING OF MATERIAL IN GOVERNMENT-FURNISHED DEEP OCEAN DISPOSAL AREA				
1002AA	0 TO 150,000 CY	150,000*	CY	\$ _____	\$ _____
1002AB	150,000 TO 200,000 CY	50,000*	CY	\$ _____	\$ _____
1002AC	200,000 TO 250,000 CY	50,000*	CY	\$ _____	\$ _____
1002AD	250,000 TO 300,000 CY	50,000*	CY	\$ _____	\$ _____
1002AE	ALLOWABLE OVERDREDGING 0 TO 160,000 CY	160,000*	CY	\$ _____	\$ _____
SUBTOTAL PROJECTED PRICE					\$ _____
(ITEMS 1002 THRU 1002AE)					
<u>RICHMOND INNER HARBOR</u>					
1003	DREDGING INNER HARBOR DISPOSING OF MATERIAL IN GOVERNMENT-FURNISHED DEEP OCEAN DISPOSAL AREA				
1003AA	0 TO 150,000 CY	150,000*	CY	\$ _____	\$ _____
1003AB	150,000 TO 200,000 CY	50,000*	CY	\$ _____	\$ _____
1003AC	200,000 TO 240,000 CY	40,000*	CY	\$ _____	\$ _____

1003AD **ALLOWABLE**
 OVERDREDGING
 0 TO 130,000 CY 130,000* CY \$ _____ \$ _____

SUBTOTAL PROJECTED PRICE \$ _____
(ITEMS 1003 THRU 1003AD)

TOTAL PROJECTED PRICE \$ _____
(OPTION YEAR 1 ITEMS 1001 THRU 1003AD)

*QUANTITY IS AN ESTIMATED AMOUNT. SEE SECTION 00700, FAR 52.211-18, FOR VARIATION IN ESTIMATED QUANTITY CONTRACT CLAUSE.

PRICING SCHEDULE

OPTION YEAR 2 (365 CALENDAR DAYS FROM EXERCISE OF OPTION)

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

LINE ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
2001	MOBILIZATION/ DEMobilIZATION (OAKLAND & RICHMOND)	1	LUMP SUM	LUMP SUM	\$ _____
<u>OAKLAND INNER & OUTER HARBORS</u>					
2002	DREDGING INNER & OUTER HARBORS & DISPOSING OF MATERIAL IN GOVERNMENT-FURNISHED DEEP OCEAN DISPOSAL AREA				
2002AA	0 TO 150,000 CY	150,000*	CY	\$ _____	\$ _____
2002AB	150,000 TO 200,000 CY	50,000*	CY	\$ _____	\$ _____
2002AC	200,000 TO 250,000 CY	50,000*	CY	\$ _____	\$ _____
2002AD	250,000 TO 300,000 CY	50,000*	CY	\$ _____	\$ _____
2002AE	ALLOWABLE OVERDREDGING 0 TO 160,000 CY	160,000*	CY	\$ _____	\$ _____
SUBTOTAL PROJECTED PRICE					\$ _____
(ITEMS 2002 THRU 2002AE)					
<u>RICHMOND INNER HARBOR</u>					
2003	DREDGING INNER HARBOR DISPOSING OF MATERIAL IN GOVERNMENT-FURNISHED DEEP OCEAN DISPOSAL AREA				
2003AA	0 TO 150,000 CY	150,000*	CY	\$ _____	\$ _____
2003AB	150,000 TO 200,000 CY	50,000*	CY	\$ _____	\$ _____
2003AC	200,000 TO 240,000 CY	40,000*	CY	\$ _____	\$ _____

2003AD	ALLOWABLE OVERDREDGING	0 TO 130,000 CY	130,000*	CY	\$ _____	\$ _____
SUBTOTAL PROJECTED PRICE \$ _____ (ITEMS 2003 THRU 2003AD)						
TOTAL PROJECTED PRICE \$ _____ (OPTION YEAR 2 ITEMS 2001 THRU 2003AD)						
GRANDTOTAL PROJECTED PRICE \$ _____ (BASIC CONTRACT AND OPTION YEARS 1 AND 2 ITEMS 0001 THRU 2003AD)						

*QUANTITY IS AN ESTIMATED AMOUNT. SEE SECTION 00700, FAR 52.211-18, FOR VARIATION IN ESTIMATED QUANTITY CONTRACT CLAUSE.

1. Prices must be submitted on all individual items of this Pricing Schedule. Failure to do so may cause the proposal to be determined "unacceptable".
2. If a modification to a price based on unit price is submitted which provides for a lump sum adjustment to the total estimated price, the applications of the lump sum adjustment to each unit price in the Pricing Schedule must be stated. If it is not stated, the bidder/offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Pricing Schedule.
3. The bidder/offeror shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may cause the proposal to be determined "unacceptable".
4. The lump sum, "LS", line items above are not "estimated quantity" line items and therefore are not subject to the Variation in Quantity contract clause.
5. The successful bidder/offeror grants the options listed in the Pricing Schedule to the Government. Exercise of the option occurs upon mailing of written notice to the Contractor. Exercise will be made by the Contracting Officer. The price for exercise of the option includes all work and effort associated with the scope of that item.
6. Notwithstanding any other provision of this solicitation, the award will be made to the successful offeror for all schedules and in accordance with Section 00100. Bidders must submit prices on all items, all Schedules.
7. EFARS 52.211-5001 VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995)

This variation in estimated quantities clause is applicable only to Items Nos. 0002AA, 0002AB, 0002AC, 0002AD, 0002AE, 0003AA, 0003AB, 0003AC, 0003AD, 1002AA, 1002AB, 1002AC, 1002AD, 1002AE, 1003AA, 1003AB, 1003AC, 1003AD, 2002AA, 2002AB, 2002AC, 2002AD, 2002AE, 2003AA, 2003AB, 2003AC and 2003AD.

a. Variation 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 Items Nos. 0002AA, 0002AB, 0002AC, 0002AD, 0002AE, 0003AA, 0003AB, 0003AC, 0003AD, 1002AA, 1002AB, 1002AC, 1002AD, 1002AE, 1003AA, 1003AB, 1003AC, 1003AD, 2002AA, 2002AB, 2002AC, 2002AD, 2002AE, 2003AA, 2003AB, 2003AC and 2003AD is less than 85% of the quantity of the first sub-item listed under such item, 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 shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

c. If the quantity of work performed under Items Nos. 0002AA, 0002AB, 0002AC, 0002AD, 0002AE, 0003AA, 0003AB, 0003AC, 0003AD, 1002AA, 1002AB, 1002AC, 1002AD, 1002AE, 1003AA, 1003AB, 1003AC, 1003AD, 2002AA, 2002AB, 2002AC, 2002AD, 2002AE, 2003AA, 2003AB, 2003AC and 2003AD 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 Items Nos. 0002AA, 0002AB, 0002AC, 0002AD, 0002AE, 0003AA, 0003AB, 0003AC, 0003AD, 1002AA, 1002AB, 1002AC, 1002AD, 1002AE, 1003AA, 1003AB, 1003AC, 1003AD, 2002AA, 2002AB, 2002AC, 2002AD, 2002AE, 2003AA, 2003AB, 2003AC and 2003AD 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 Quantities.

EFARS 52.211-5000

EVALUATION OF SUBDIVIDED ITEMS - EFARS

Item Nos. 0002, 0003, 1002, 1003, 2002 and 2003 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.