

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A	PAGE 1 OF 12 PAGES
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 27 AUG 2004	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922		7. ADMINISTERED BY (If other than Item 6) SEE ITEM 6		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(√) 9A. AMENDMENT OF SOLICITATION NO. W9123P7-04-B-0006
	9B. DATED (SEE ITEM 11) 30 JUL 2004
	10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A
	10B. DATED (SEE ITEM 13) N/A
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 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.
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.)
 WIDENING OF INNER HARBOR TURNING BASIN PORT OF OAKLAND PHASE 1 B - BULKHEAD, DREDGING & PARTIAL DEMOLITION OF PIERS 2 & 5 ALAMEDA AND SAN FRANCISCO COUNTIES, CALIFORNIA

1 ENCL: 1) 01005.

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

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SECTION 01005

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 CONSTRUCTION RIGHTS-OF-WAY AND EASEMENTS

The construction rights-of-way and easements required to perform the work under this contract are shown in the project plans and will be furnished without cost to the Contractor.

1.2 REFERENCES

UNITED STATES ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety and Health Requirements Manual

1.3 PERMITS

1.3.1 Under Contract Clause "PERMITS AND RESPONSIBILITIES," the Contractor is obligated to obtain and comply with all licenses and permits required by Federal, State, and local laws, codes, and regulations.

1.3.2 The following dredging permits have been obtained:

1.3.2.1 The Government has obtained the necessary dredging permits and approvals, including certification from the State Regional Water Quality Control Board and the Environmental Protection Agency, for dredging and disposal of dredged materials in the Middle Harbor Enhancement Area and Berth 10.

1.3.3 The Contractor shall apply for and obtain a demolition permit with the City of Alameda for Piers and Bulkhead demolition. A building permit from the City of Alameda will be required for construction of the backfill areas. Steel sheet pile bulkhead, steel piles and dredging work are covered under a separate permit which is represented by the approval of contract plans and specifications of this project.

1.3.4 The Contractor shall be responsible for making his own arrangements for permits, other than those listed herein, required to complete the work under this contract.

1.4 ORDER OF WORK

1.4.1 General. With reference to Contract Clause "SCHEDULE FOR CONSTRUCTION CONTRACTS" and Special Clause "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK," the Contractor shall mobilize adequate labor, equipment, and supplies and make a determined and continuous effort to complete the contract work within the time specified. All work shall be performed based on the schedule, stage construction plans, and any required revisions that are accepted by or ordered by the Contracting Officer.

Mobilization shall commence not later than fourteen (14) calendar days after date the Contracting Officer signs the notice to proceed. Work shall

commence not later than thirty (30) calendar days after the date of receipt of notice to proceed. The Contracting Officer will fax the notice to proceed to the Contractor on the day of signature. The facsimile will be the official notice to proceed for the contract.

1.4.2 Milestone Schedule. Milestone 1 (Stage 1A Area) - To be substantially complete within 245 days from Notice to Proceed and an additional 90-day relocation period for BSY operations.

Construct all work associated with completion of Stage 1a as described in Plans. The work should be completed such that Bay Ship & Yacht (BSY) can tie its dry-dock #2 to the Wet Basin Bulkhead, operate such dry-dock in its customary manner, and not have to later move such dry-dock #2 to enable Completion of any Stage One work.

Construction and dredging should not unduly inhibit, and in no way prevent, ship repair activities by BSY in either dry dock or alongside piers or catwalks as specified in the limits of Stage One work.

There is a 90-day relocation period to allow BSY to move from Pier 2 to the new Wet Basin Bulkhead, during which no work can be done on either Pier 2, the new Wet Basin Bulkhead or Pier 5.

Milestone 2 (Stage 1B Area) - To be substantially complete within 196 days from Notice to Proceed and an additional 20 day relocation period for tenants along inner bulkhead.

Construct all work associated with the Inner Bulkhead improvements between Working Point 6 and Station 9+50. Improvements shall be serviceable and useable for the temporary relocation of tenants along the shoreline.

Work in Stage 1b outside WP6 and Station 9+50 is not constrained by Milestone 2 and is limited only by construction duration set in Section 52.211-10 from Contract documents.

There is a 20-day relocation period to allow Marine express to move from Pier 2 to the new Inner Bulkhead, during which no work can be done on either Pier 2, or from WP6 to Station 9+50.

Milestone 3 (Stage 2 Area) - To be substantially completed 168 days after the completion of Milestone 1 and Milestone 2 and its respective relocation periods.

Complete the demolition of catwalk and dolphins along Pier 5, and demolition and retrofit of Pier 2, and all associated dredging in the area.

Complete all work associated within Stage 2 Area as shown on Plans and any remaining work associated with Stage 1A Area or Stage 1B Area, not completed in Milestones 1, and 2.

1.5 GENERAL SAFETY REQUIREMENTS

1.5.1 General. Safety and Health Requirements will be strictly enforced under this contract. Contractor shall assign and provide a full-time Safety and Health Manager who oversees field operations and implementation of all

accident prevention and safety plans. Refer to Section 01525 for additional requirements.

1.6 PUBLIC SAFETY

Under the Contract Clause "PERMITS AND RESPONSIBILITIES", the Contractor shall provide temporary fencing, barricades, and/or guards as required to provide protection in the interest of public safety. Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered, and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and to avoid damage or injury to the public. Flagmen and guards, while on duty and assigned to give warning to the public that the project is under construction and of any dangerous conditions to be encountered as a result thereof, shall be equipped with red wearing apparel and a red flag. Signs, flags, lights, and other warning and safety devices shall conform to applicable city, county, and state requirements. Should the Contractor appear to be negligent in furnishing adequate warning and protective measures, the Contracting Officer will direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining all devices necessary to provide protection to all parties concerned.

1.7 PROJECT SIGN(S)

At the land construction area, the project sign shall be constructed in accordance with Figures 1 and 2 included at the end of this section. The location of the project sign shall be subject to the approval of the Contracting Officer. Signs shall be painted semi-gloss white and lettering shall be painted in semi-gloss black. The castle decal will be furnished by the Government. The sign shall be erected as soon as possible and within 5 days after date of commencement of construction under this contract.

1.7.1 Other Identification. All floating plant, including survey vessels, shall carry signs, both port and starboard, identifying that they are working under Corps of Engineers contract. The signs shall have red block lettering, not less than six inches high with the wording "U.S. ARMY CORPS OF ENGINEERS CONTRACT NO. (to be provided by Contracting Officer). Sign background shall be white.

1.8 BULLETIN BOARD

1.8.1 General. The Contractor shall construct and erect a bulletin board which shall be accessible at all times and shall contain a copy of wage rates, equal opportunity notice and such other items required to be posted. The bulletin board shall be mounted at a highly visible location on the dredge, or erected at the location directed by the Contracting Officer. The bulletin board shall be erected as soon as possible and within 5 days after commencement of construction under this contract.

1.8.2 Construction. The bulletin board shall be weatherproof, approximately 36 inches wide and 30 inches high, with hinged glass door. Bulletin board shall be painted or have approved factory finish.

1.8.3 Maintenance and Disposal. The Contractor shall maintain the bulletin board in good condition throughout the life of the contract. The bulletin board shall remain the property of the Contractor and upon completion the contract, shall be removed from the site.

1.9 HARD HAT SIGN(S)

The Contractor shall construct and erect hard hat sign(s) mounted at highly visible locations at the construction site and on each dredge. The hard hat sign(s) shall be constructed in accordance with Figures 3 and 3A included at the end of this section. At the land construction area(s), the hard hat sign(s) shall be securely bolted to the supports. Supporting post or posts shall be sufficiently rigid to support the sign in an upright position under all anticipated conditions. Where necessary, posts shall be braced. The hard hat sign(s) shall be erected as soon as possible and within 5 days after date of commencement of construction.

All visitors to USACE Government or Contractor controlled sites hosting hazardous conditions will be briefed by a qualified person on the hazards to be expected on the site and the safety and health controls required (i.e., hard hat, foot protection, etc.). The person-in-charge of the site will assure that all visitors entering the site are properly protected and are wearing or provided with the appropriate personal protective equipment (PPE). Site personnel should maintain a stock of common PPE (i.e., hard hats, eye protection, ear plugs, reflective vests, etc.) for use by visitors. The site manager will provide an escort for all visitors while on site. A visitor sign-in log will be maintained on site. Excerpted from EM 385-1-1, Section 01.B.04.

1.10 PRE-DREDGING/CONSTRUCTION CONFERENCE

1.10.1 General. After award of contract, a pre-construction conference will be held at such time and location as determined by the Contracting Officer for purposes of discussing and developing mutual understanding between the Contracting Officer or his authorized representative and the Contractor's Representatives regarding the terms, conditions, and requirements of the contract. Members of the conference from the Government will include the quality assurance staff, the Contracting Officer or his authorized representative, and construction staff. Members from the Contractor shall include the dredge master, chief hydrographic surveyor, and the quality control staff. The Contractor shall present and deliver for the Contracting Officer's approval his Demolition Plan (Section 02220), Project Schedule (Section 01320), Accident Prevention Plan (Paragraph 1.4.2.1), Environmental Protection Plan (Section 01354), Dredging and Disposal Plan of Operations (Section 02325).

The discussion will include, but will not be limited to, the following:

- a. Contractor supervisory and quality control project staff.
- b. Correspondence between organizations and procedures to be followed.
- c. Accident Prevention Plan.
- d. Environmental Protection Plan.
- e. Quality Control and Hydrographic Surveying.

- f. Project scheduling and payment procedures.
- g. Dredging and Disposal Plan
- h. Other subjects that may be of interest to the contracting parties.

1.11 PUBLIC UTILITIES AND PRIVATE IMPROVEMENTS

1.11.1 The Contractor's attention is directed to the possible existence of pipelines or public utilities or private improvements shown or not shown on the drawings which may be buried within the limits of the work or adjacent thereto. Care shall be taken to preserve and protect any such improvements from injury or damage during construction operations. Utilities or improvements, whether buried or not, which cannot be determined to exist through visual inspection by the Contractor, if inadvertently damaged by the Contractor's operations, shall be promptly repaired or replaced by the Contractor, and an equitable adjustment in the amount due under the contract will be made as provided in the contract. The Contractor shall assume full responsibility for reimbursing the owners for any damage to their properties, utilities, or improvements, or interference with their services caused through his operations. The Contractor is not relieved from the responsibility set forth in Contract Clause "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK," except as provided above.

1.12 LAYOUT OF WORK

The Contractor shall lay out his work from Government-established monuments as shown on the drawings and shall be responsible for all measurements in connection therewith. The Contractor shall verify monuments for accuracy. The Contractor shall furnish, at his own expense, all templates, platforms, equipment, markers and labor as may be required in laying out any part of the work from the gages established by the Government. The Contractor shall execute the work to such lines, grades and gages as may be established or indicated by the Contracting Officer. The Contractor shall maintain and preserve all monuments and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

1.13 SAFETY OF STRUCTURES

The Contractor shall use reasonable and proper care in the prosecution of the work to assure the stability of piers and other structures lying on or adjacent to the site of work, insofar as they may be jeopardized by the dredging operations and on account of moving or mooring of equipment. The Contractor shall make good all damages resulting from the moving and mooring of his equipment and from dredging operations insofar as such damages may be caused by variations in locations and/or depth of dredging below that ordered by the Contracting Officer.

1.14 PAYMENT

No separate payment will be made for the work covered under this section of the specifications, and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.

1.15 APPLICABLE PUBLICATIONS

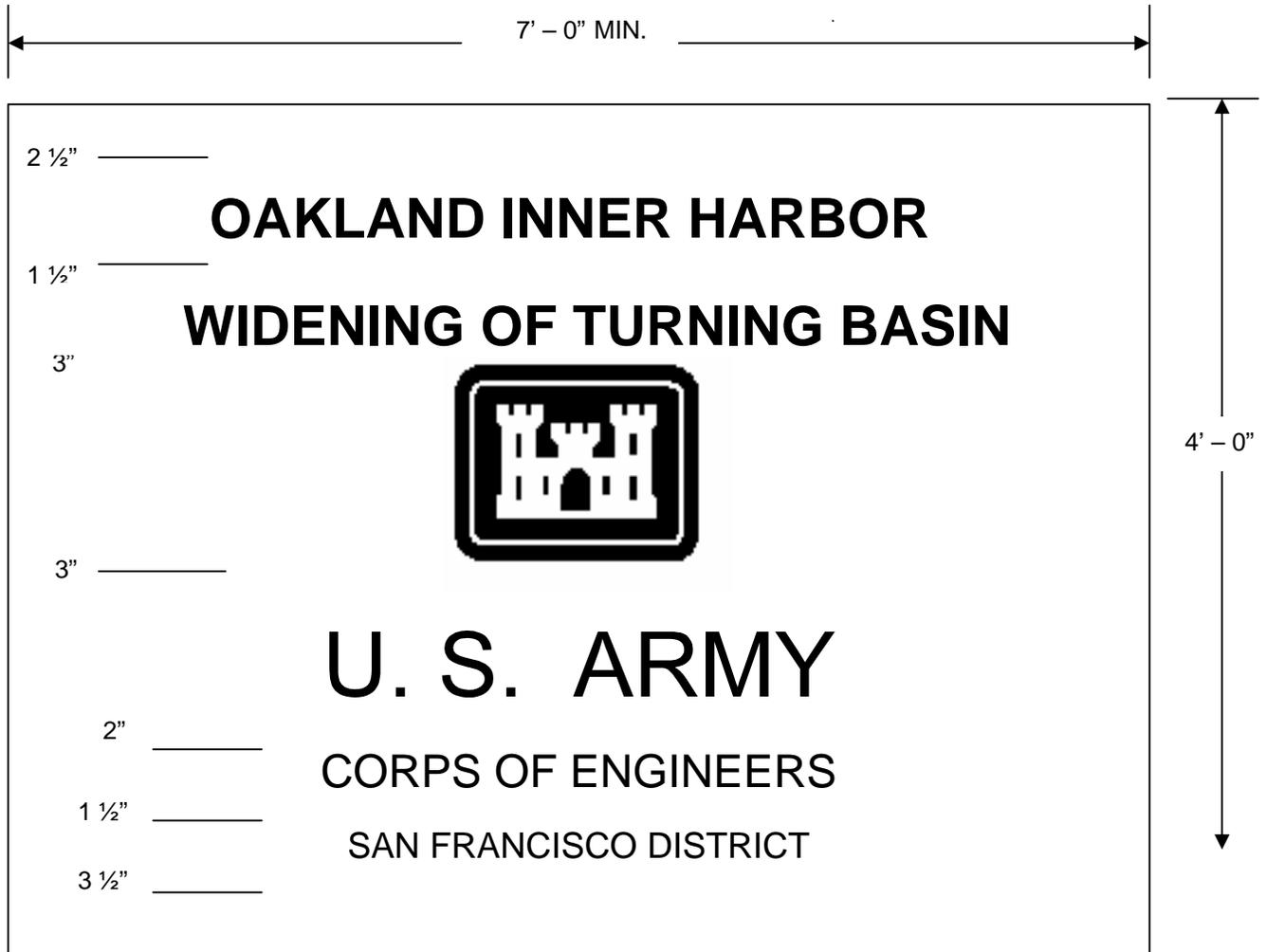
Referenced publications are provided in Section 01090 and in other sections in order to establish work requirements.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

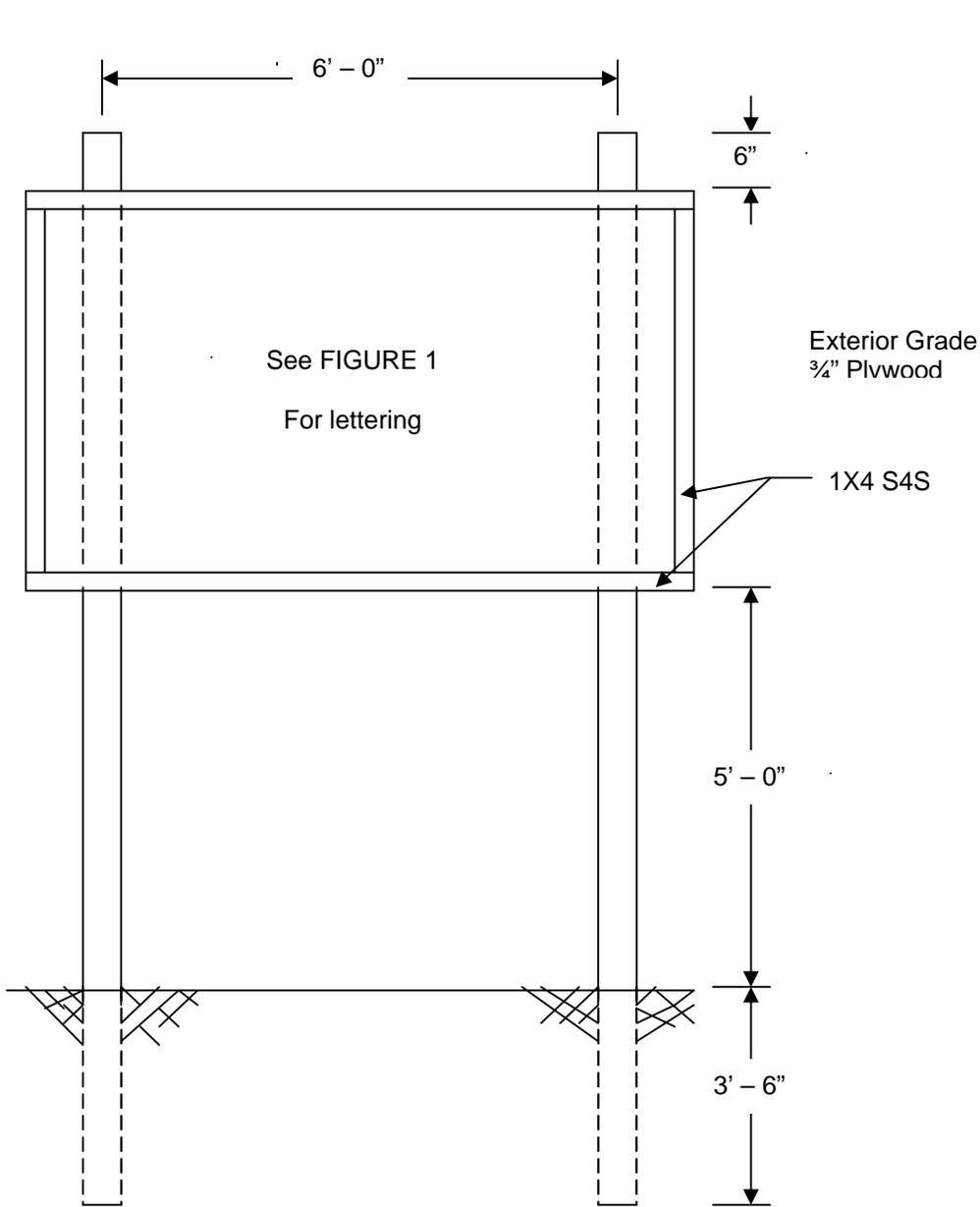
SAFETY IS A TEAM EFFORT



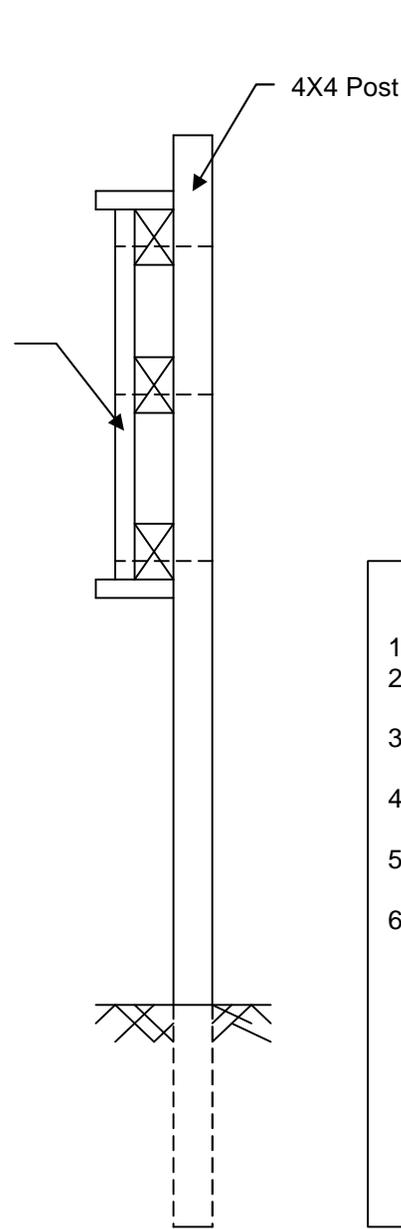
LETTER SIZES

- PROJECT LOCATION – 4" HIGH
- TITLE OF PROJECT – 3 1/2" HIGH
- CORPS OF ENGINEERS CASTLE (DECAL) – 14" HIGH
- "U.S. ARMY" – 4 1/2" HIGH
- "CORPS OF ENGINEERS" – 2 3/4" HIGH
- "SAN FRANCISCO DISTRICT" – 2 1/4" HIGH
- OTHER LETTERS – 2" HIGH

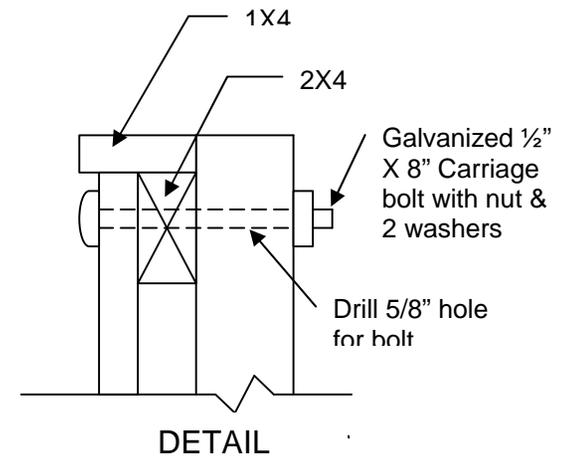
PROJECT SIGN
FIGURE 1



ELEVATION



SECTION

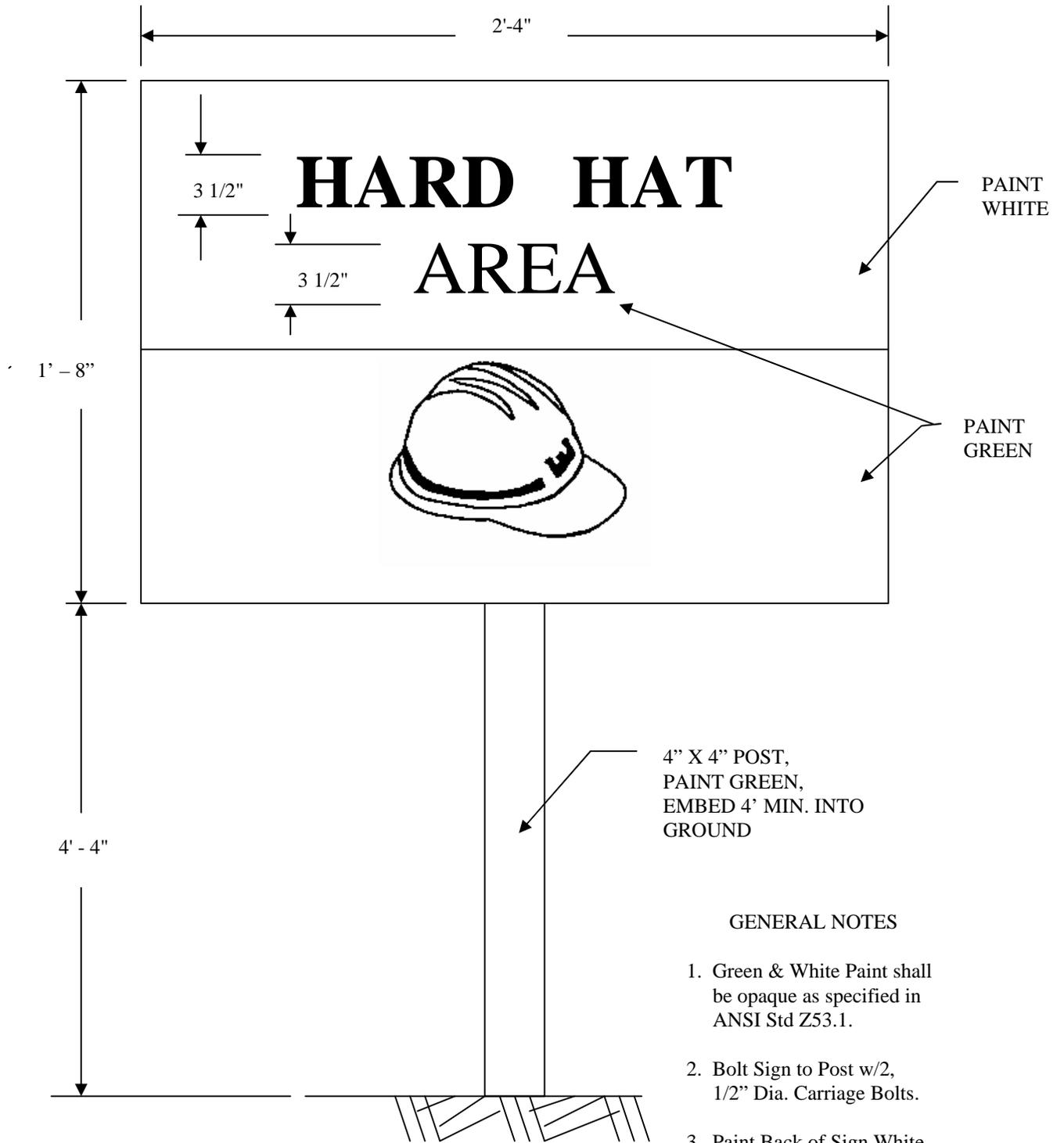


GENERAL NOTES

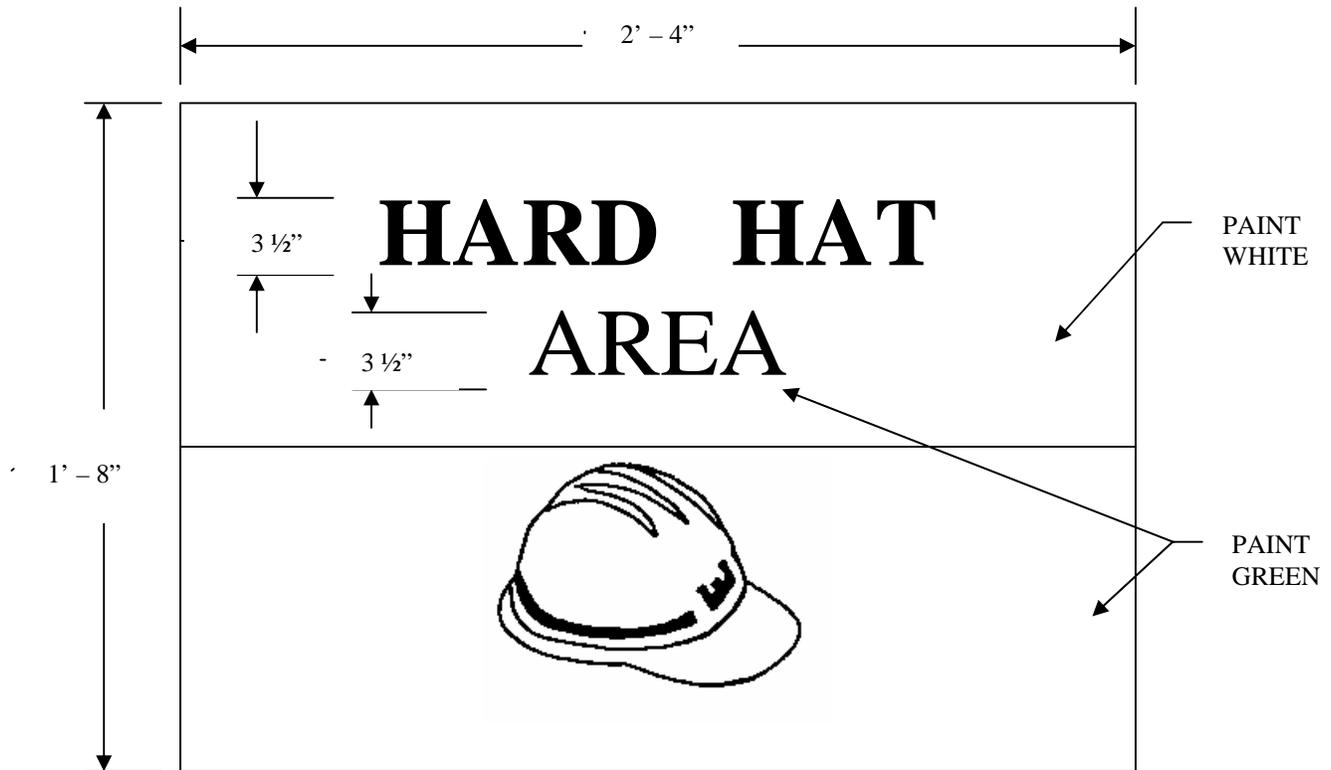
1. Lumber to be cut & formed accurately.
2. Secure 1X4 and plywood with 6d finish nails at not less than 12" O.C.
3. All exposed nails to be set & holes filled with putty.
4. Sign to be set in good solid ground & backfill carefully tamped into place.
5. Where necessary, post shall be braced to provide a solid installation
6. Paint primer (Fed Spec TT-P-25)
Finish paint (Fed Spec TT-E-529)

All exposed surfaces and edges of plywood shall be given one coat of linseed oil and wiped prior to applying primer. All exposed surfaces of signs and supports shall be given one coat of primer and two finish coats of semi-gloss white paint.

SIGN DETAILS



**HARD HAT AREA SIGN
FIGURE 3
FOR LAND CONSTRUCTION
AREAS**



GENERAL NOTES

1. Green & White Paint shall be opaque as specified in ANSI Std Z53.1.
2. Paint Back of Sign White.
3. Hard hat Decal Furnished by Government.

HARD HAT AREA SIGN FIGURE 3A FOR DREDGES AND FLOATING PLANT