

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 21-May-2004	4. REQUISITION/PURCHASE REQ. NO. W16ROE-4104-7779	5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN:CENAN-CT ROOM 1843 26 FEDERAL PLAZA NEW YORK NY 10278	CODE W912DS	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W912DS-04-B-0008	
		X	9B. DATED (SEE ITEM 11) 27-Apr-2004	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<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 checked="" type="checkbox"/> is extended, <input 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 <u>1</u> 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.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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.				
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> The purposes of this amendment 0003 to solicitation W912DS-04-B-0008 are to do the following : a. To change the Labor Wage Rate Decision to the new Decision issued on 21 May 2004, attached. b. To revise the Continuing Contract Clause, as per the attached.  As a result of this amendment, the bid opening date and time has changed as follows: FROM: 26 May 2004 @ 2:00 P. M. TO: 28 May 2004 @ 1:00 P. M.  NOTE: Bidders must acknowledge receipt of this amendment by the date specified in the solicitation (or as amended) by one of the following methods: In the space provided on the SF 1442, by separate letter, by telegram, or by signing Block 15 below. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN THE REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATIONS OF BIDS, OR LATE WITHDRAWAL OF BIDS CLAUSE (FAR 14.304). All other terms and conditions remain unchanged and in full force and effect. 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	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	21-May-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0003 SUMMARY

DEPARTMENT OF THE ARMY  
NEW YORK DISTRICT, CORPS OF ENGINEERS  
26 FEDERAL PLAZA  
NEW YORK, NY 10278

**AMENDMENT NO. 3**

IFB NO. W912DS-04-B-0008  
MAINTENANCE DREDGING AND  
DISPOSITION OF DREDGED MATERIEAL  
FROM SEQUINE POINT SECTION OF  
THE RARITAN BAY REACH OF THE NY & NJ  
CHANNELS

TO PROSPECTIVE BIDDERS:

The following amendment is hereby made to the subject IFB for maintenance dredging and disposition of dredged material from Sequine Point section of the New York and New Jersey Channels.

1. Section 00900, Attachment B "Wage Rates" shall be replaced with the revised "Wage Rates" (Enclosed).
2. Section 00800, page 00800-34, "Continuing Contracts", paragraph 50.b. (1) shall be revised to read,  
  
"The sum of \$1,1000,000.00 has been reserved for this contract and will be obligated as needed to the Contractor for payments during the 2004 fiscal year. It is expected that Congress will make appropriations for the 2005 fiscal year from which additional funds will be reserved for this contract."
3. The bid opening date has been changed. The new bid opening date is 28 May 2004 at 1:00 PM, local time.

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 26-May-2004 02:00 PM to 28-May-2004 01:00 PM.

## SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

## 52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$1,100,000.00 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

The following have been added by full text:

5/21/04 WAGE RATE-AMENDMENT #3

GENERAL DECISION: NY20030001 05/21/2004 NY1

Date: May 21, 2004 sg 5/21/04

General Decision Number: NY20030001 05/21/2004

Superseded General Decision Number: NY020001

State: New York

Construction Types: Heavy Dredging

Counties: New York Statewide.

STATEWIDE

New York

All dredging, except self-propelled hopper dredges, on the Atlantic Coast and tributary waters emptying into the Atlantic Ocean.

Modification Number Publication Date

0 06/13/2003

1 05/21/2004

\* ENGI0025-001 10/01/2003

STATEWIDE

Rates Fringes

Company Lead Dredgeman

Lead Dredgeman.....\$ 28.72 6.87+a+b

Dipper & Clamshell Dredge

Boat Captain.....\$ 22.80 6.27+a+b

Boat Master.....\$ 23.89 6.87+a+b

Deckhand, Tug Deckhand.....\$ 18.78 5.67+a+b

Engineer.....\$ 25.37 6.87+a+b

Maintenance Engineer.....\$ 24.24 6.27+a+b

Mate.....\$ 22.64 6.27+a+b

Oiler.....\$ 19.24 5.67+a+b

Operator.....\$ 28.72 6.87+a+b

Scowman.....\$ 18.53 5.67+a+b

Welder.....\$ 23.87 6.27+a+b

Diver

Diver.....\$ 41.53 6.87+a+b

Standby Diver.....\$ 27.85 6.87+a+b

Standby Tender.....\$ 23.26 6.27+a+b

Tender.....\$ 32.11 6.87+a+b

## Drag Bucket Dredge

Deckhand.....	\$ 16.17	5.25+a+b
Engineer.....	\$ 21.41	6.45+a+b
Maintenance Engineer.....	\$ 21.21	5.85+a+b
Mate.....	\$ 19.82	5.85+a+b
Operator.....	\$ 25.09	6.45+a+b

## Dredging Pipeline

## Cable-Laying

Control Tower Operator.....	\$ 25.55	6.87+a+b
Diver Tender.....	\$ 26.58	6.87+a+b
Diver.....	\$ 42.42	6.87+a+b
Leverman.....	\$ 28.83	6.87+a+b
Line up Operator, End		
Prep.....	\$ 18.47	5.67+a+b
Rigger.....	\$ 19.07	5.67+a+b

## Drill Boats

Blaster.....	\$ 23.81	6.45+a+b
Core Driller.....	\$ 18.56	5.25+a+b
Driller.....	\$ 23.55	6.45+a+b
Engineer.....	\$ 23.54	6.45+a+b
Machinist.....	\$ 23.30	5.85+a+b
Oiler.....	\$ 20.46	5.25+a+b
Tug Captain.....	\$ 19.53	5.85+a+b
Tug Deckhand.....	\$ 15.97	5.25+a+b
Tug Master.....	\$ 20.48	6.45+a+b
Welder.....	\$ 23.30	5.85+a+b

## Engineer

1st.....	\$ 25.55	6.87+a+b
2nd, 3rd and 4th.....	\$ 25.23	6.87+a+b
Electrician.....	\$ 25.68	6.87+a+b
Electro Hydro Technician....	\$ 20.79	6.27+a+b
Tug Captain.....	\$ 23.44	6.87+a+b
Tug Master.....	\$ 26.80	6.87+a+b

## Hydraulic Dredge

Asst. Fill Placer.....	\$ 22.45	6.87+a+b
Boat Captain.....	\$ 22.80	6.27+a+b
Boat Master.....	\$ 23.88	6.87+a+b
Chief Mate.....	\$ 24.47	6.87+a+b
Chief Welder.....	\$ 25.13	6.87+a+b
Deckhand.....	\$ 18.78	5.67+a+b
Engineer.....	\$ 24.82	6.87+a+b
Fill Placer.....	\$ 24.47	6.87+a+b
Janitor/Porter.....	\$ 18.14	5.67+a+b
Leverman.....	\$ 28.72	6.87+a+b
Maintenance Engineer.....	\$ 24.24	6.27+a+b
Mate.....	\$ 22.64	6.27+a+b
Messman.....	\$ 18.14	5.67+a+b
Night Cook.....	\$ 18.65	5.67+a+b
Oiler.....	\$ 19.24	5.67+a+b
Shoreman.....	\$ 18.55	5.67+a+b
Spider Barge Operator.....	\$ 23.66	6.27+a+b

Steward.....	\$ 22.59	6.87+a+b
Welder-Dredge.....	\$ 23.86	6.27+a+b

Tug Boats over 1000 H.P.  
with master or captain  
having license endorsed  
for 200 miles off shore

Tug Captain.....	\$ 24.34	6.87+a+b
Tug Chief Engineer.....	\$ 23.60	6.27+a+b
Tug Deckhand.....	\$ 18.78	5.67+a+b
Tug Engineer.....	\$ 23.13	6.27+a+b

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day
- b. VACATION: Seven percent (7%) of the straight time rate multiplied by the total hours worked.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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(End of Summary of Changes)