

AMENDMENT OF SOLICITATION

|   |   |                 |
|---|---|-----------------|
| 1. AMENDMENT/MODIFICATION NO.<br><br>0001   | 2. EFFECTIVE DATE<br><br>JUL 22, 2003   |                 |
| 3. ISSUED BY<br><br>DEPARTMENT OF THE ARMY, BALTIMORE DISTRICT<br>CORPS OF ENGINEERS<br>P.O. BOX 1715<br>BALTIMORE, MARYLAND 21203-1715<br><br>CODE: _____  |   |                 |
| 4. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code)  | 4A. AMENDMENT OF SOLICITATION NO.<br><br>DACW31-03-B-0014<br><hr/> 4B. DATED (SEE ITEM 5)<br><br>JUN 27, 2003 |                 |
| 5. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS<br><br>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, <b>X</b> is not extended. BID OPENING DATE - 2:00 PM, Local Time JUL 29, 2003<br>Others 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 4 and 8, and returning <u>1</u> copy 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 ACKNOWLEDGEMENT 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 the 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. |   |                 |
| 6. ACCOUNTING AND APPROPRIATION DATA (If required)<br>MAINTENANCE DREDGING, 50 FOOT AND 42 FOOT PROJECTS, CRAIGHILL ANGLE, CRAIGHILL UPPER RANGE, BREWERTON CHANNEL, BREWERTON ANGLE, FT. MCHENRY CHANNEL AND TOLCHESTER CHANNEL, BALTIMORE HARBOR AND CHANNELS, CHESAPEAKE BAY, MARYLAND   |   |                 |
| 7. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subjectmatter where feasible.)<br><br><u>SOLICITATION:</u><br><br>(1) <u>Section 00800:</u> Add the following contract clause to the end of this section:<br><br>"REQUIRED INSURANCE FOR GVT INSTALLATION & DREDGING<br><br>Pursuant to the contract clause entitled, 52.228-5, Insurance - Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:<br><br>Except as provided herein, all terms and conditions of the document referenced in Item 4A, as heretofore changed, remains unchanged and in full force.   |   |                 |
| 8. NAME AND TITLE OF SIGNER (Type or print)   | 9. CONTRACTOR/OFFEROR<br><br>_____<br>(Signature of person authorized to sign)                                | 10. DATE SIGNED |

COVERAGE FOR GOVERNMENT INSTALLATION

| Type  | Amount   |
|---|--|
| Comprehensive General Liability<br>Bodily injury or death | \$500,000 per occurrence                         |
| Motor Vehicle Liability (for each<br>motor vehicle):      |  |
| Bodily injury or death                                    | \$200,000 per person<br>\$500,000 per occurrence |
| Property Damage:  | \$ 20,000 per occurrence                         |
| Workers' Compensation and<br>Employer's Liability:        | \$100,000 per person                             |

COVERAGE FOR DREDGING

| Type  | Amount                     |
|---|----------------------------|
| Comprehensive General Liability<br>Bodily injury or death   | \$500,000 per occurrence   |
| Marine Liability -  |                            |
| Excess towers' liability  | \$1,000,000 per occurrence |
| Excess protection and<br>indemnity insurance  | \$1,000,000 per occurrence |
| Workers' Compensation and<br>Employer's Liability:<br>(including Longshore & Harbor<br>Workers' Compensation) | \$100,000 per person       |

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

COVERAGE FOR HART -MILLER ISLAND CONTAINMENT FACILITY

(1) Workers' Compensation

(A) Worker' Compensation insurance as required by the laws for the State of Maryland, which shall include Employer's Liability coverage with a minimum limit of \$500,000.

(B) Such policy or policies of insurance mentioned above shall also include coverage for the benefits set forth under the U.S. Longshoremen and Harborworkers Compensations Act, the Jones Act and other Federal laws where applicable.

(2) Liability Insurance - Occurrence forms of comprehensive general liability insurance covering the full scope of the Hart -Miller Island Containment Facility Right-of-Entry with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the property by or for the Owner (Maryland Port Administration-MPA) within the scope of the Hart -Miller Island Containment Facility Right-of-Entry. Such insurance shall include but shall not be limited to the following:

(A) Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations; b) completed operations; c) independent contractors; d) liability assumed by oral or written contract or agreement, including the Hart -Miller Island Containment Facility Right-of-Entry; e) additional interests or employees; f) notice of occurrence; g) knowledge or occurrence by specified official; h) unintentional errors and omissions; i) incidental (contingent) medical malpractice; j) extended definition of bodily injury; k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Government's contractors; l) broad form coverage for damage to property of the Owner (MPA), as well as other third parties resulting from completion of the Government's services.

(B) Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with the Hart -Miller Island Containment Facility Right-of-Entry, including hired automobiles and non-owned automobiles.

(3) Aircraft or Watercraft Insurance - If any operations performed within the scope of the Hart -Miller Island Containment Facility Right-of-Entry by the Government's contractors require the use of any aircraft or watercraft (owned or non-owned), the Government shall cause its contractor to obtain and maintain liability insurance satisfactory to the Owner (MPA) to cover such activities. Such coverage must be included as underlying insurance in any umbrella policies carried by the Government's contractors.

(4) Marine Protection and Indemnity Insurance - Minimum limits of \$2,000,000 bodily injury and property damage each occurrence, including master and crew. Coverage shall also extend to include ship collision.

(5). All insurance policies provided by the Government's contractor shall include the Owner (MPA) as an additional insured.

(6). The Government shall require its contractors to indemnify the Owner (MPA) for property damage or personal injury arising from the contractor's activities on the property."

SPECIFICATIONS:

- (2) SECTION 1, Page 1, Paragraph 1, line 10: Change "September 30" to read "October 31".
- (3) SECTION 1, Page 2, Paragraph 3.1, line 6: Insert "debris, trash" between "shell" and "and".
- (4) SECTION 1, Page 2, Paragraph 3.2, line 4: delete "or (410) 962-3664"
- (5) SECTION 1, Page 4, Paragraph 3.8: Delete this paragraph in its entirety and substitute therefor the following new paragraph 3.8:

"3.8 Navigation Aids: The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved by the contractor in order to complete dredging operations under this contract, the Contractor shall notify the Commanding AON, Fifth U.S. Coast Guard District, Office of Aids to Navigation, Portsmouth, Virginia 23705, Attn: Mr. John Walters (757) 398-6360, in writing with a copy to the Contracting Officer or his authorized representative not less than 30 days prior to such need for movement. The Contractor shall notify the U.S. Coast Guard of the approximate time the navigation aid may be relocated to its original position."

- (6) SECTION 1, Page 4, Paragraph 3.11: Delete this paragraph in its entirety and substitute therefor the following new paragraph 3.11:

"3.11 Bridge-to-Bridge Radio Communication:

The Contractor is required to monitor both channels 13 and 16.

Channel 13: The master, operator, or designated pilot of the vessel must maintain a listening watch on the designated bridge-to-bridge frequency while underway on the navigable waters of the United States. The designated frequency is VHF-FM Channel 13. The person maintaining the watch also must be able to communicate in English.

Channel 16: In addition to the Channel 13 watch, vessels must keep a continuous watch on VHF-FM Channel 16 (International Distress and Calling Channel) while underway, except when transmitting or receiving traffic on other VHF-FM channels (e.g., vessels may switch to other channels to pass traffic, listen to weather reports, etc.) or when participating in and monitoring a VTS channel. While not required to have a VHF-FM radio onboard (Voluntary Ship Stations), vessels not subject to the bridge-to-bridge regulations must maintain a watch on Channel 16 whenever the radio, if onboard, is operating (i.e., energized) and is not being used to communicate on other channels."

- (7) SECTION 1, Page 5, Paragraph 3.13: Immediately after the fourth sentence of this paragraph insert the following new sentence: "All vessels including crew boats shall be required to use these routes when navigating through shellfish and crabbing areas."

(8) SECTION 1, Page 10, Paragraph 9.1: Immediately after this paragraph insert the following new Paragraph 9.1.1:

"9.1.1: The Contractor shall comply with the provisions of EM 385-1-1. If the Contractor is a currently accepted participant in the Dredging Contractors of America (DCA)/United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the Dredge(s) to be used to perform the work required under this contract, the Contractor may, in lieu of the submission of an Accident Prevention Plan (APP):

(a) make available for review, upon request, the Contractor's current Safety Management System (SMS) documentation,

(b) submit to the Contracting Officer the current valid Company Certificate of Compliance for its SMS,

(c) submit the current dredge(s) Certificate of Compliance based on third party audit, and

(d) submit for review and acceptance, site-specific addenda to the SMS as specified in the solicitation."

(9) SECTION 1, Page 25, Paragraph 29.9, line 8: After the word "damage" insert "including shoaling,".

(10) SECTION 1, Page 30, Paragraph 31.2.1, line 8: Change "(Attachment No. 1)" to read "(Appendix C)".

(11) SECTION 1, Page 30, Paragraph 31.2.3, line 17: Change "(Attachment No. 2)" to read "(Appendix D)".

(12) SECTION 1, Page 30, Paragraph 31.2.3, line 18: Change "(Attachment No. 3)" to read "(Appendix E)".

(13) SECTION 2, Page 1, Paragraph 2.1: Delete this paragraph, as originally issued, and substitute therefor the following new paragraph 2.1:

"2.1 No dredged material placement operations shall be permitted in the Hart-Miller Island Placement Facility from April 1 through October 31. No dredged material placement operations shall be permitted in the Poplar Island Environmental Restoration Project from April 1 through August 31."

(14) SECTION 2, Page 3, Paragraph 5.3.2 Turbidity Meter Method: Change "Hach # 16800" to read "Hach # 2100 portable".

(15) SECTION 2, Page 8, Paragraph 6.4.6: After this paragraph insert the following paragraph 6.4.6.1 and subparagraphs:

"6.4.6.1 SPECIAL REQUIREMENTS FOR PLACEMENT OF DREDGED MATERIAL AT POPLAR ISLAND: The Contractor shall undertake careful measurement of the mass of dredged material transported to and placed into the cells at the Poplar Island Habitat Restoration Project.

#### 6.4.6.1.1 Scow Data

The Contractor shall submit capacity and displacement curve data (in table format) for each barge or scow used to transport dredged material to the Island. Each table, capacity or displacement, must be broken out to the nearest tenth (0.10) of a foot. Displacement curves must be appropriate for the density of Bay waters in the vicinity of Poplar Island. The Contractor shall submit the required data on each barge or scow at least 10 days before said scow or barge is placed in use for this contract.

The Contractor shall validate the displacement curve of each class of barge or scow with a Fill Test. The Contractor will collect volume and displacement data from a selected, empty barge and from the same barge or scow filled to 90 percent or greater capacity with Bay waters. Using the density of Bay waters, the Contractor shall demonstrate fit to the displacement curve. If the mass of the water in the barge or scow varies by more than plus or minus 2.0 percent from the corresponding mass of displaced water according to the curve, the Contractor will retest and/or have a Qualified Marine Surveyor recalculate the displacement curve for the said barge or scow. The Contractor shall notify the Contracting Officers Representative 72 hours in advance of each test and allow for QA inspection of the testing. Testing is to be completed and results are to be submitted showing correct fit to the displacement curve prior to that class or size of barge or scow being used to transport dredged material to Poplar Island.

#### 6.4.6.1.2 Marking Required of Each Barge or Scow.

At minimum, each barge or scow shall be marked at four locations so as to allow reading of displacement (on the hull) and the reading of ullage (on the coming) to the nearest one tenth of a foot (0.1 feet). The markings shall be fore and aft (as far as is practical) as follows: Forward Port, Forward Starboard, Aft Port, and Aft Starboard. Markings shall be maintained and kept clean and readable at all times data collection is required.

#### 6.4.6.1.3 Measurement of Volume and Displacement

The Contractor shall collect and record data on volume and displacement for each barge or scow at Poplar Island before unloading begins and at Poplar Island after unloading and before the barge or scow is put underway. In addition to the four volume readings and the four draft/displacement readings, the Contractor must record the Scow/Barge ID number, the date and time of the data readings, and the name(s) of the person(s) reading the data, and any other pertinent data. Each data sheet shall be review by a responsible QC representative and transmitted/delivered to USACE/MES Poplar Island Site Operations Personnel within 1 hour of reading/data collection.

In addition, the Contractor shall read and record displacement data for barges or scows at the dredging site before filling and after filling, before getting underway. Said data from the readings at the dredging site are to be included with daily data submission.

6.4.6.1.4 Volume and Displacement Quality Control/Quality Assurance

The Contractor's Quality Control System shall address the readings/data collection required in this section. Preparatory Phase and Follow-Up Phase meetings will be held on Poplar Island as needed to insure data integrity and the requirements of this section.

USACE personnel and others under contract to the USACE or the Maryland Port Administration may undertake independent Quality Assurance readings for up to half of all barges or scows. The Contractor must provide the personnel and equipment necessary to safely enable said Quality Assurance readings/data collection."

(16) SECTION 2, Page 9, Paragraph 6.4.10: Delete the last four sentences of this paragraph.

(17) SECTION 2, Page 9, Paragraph 6.4.11: Delete the last four sentences of this paragraph.

(18) SECTION 2, Page 10, Paragraph 6.7: Add the following to the end of this paragraph: "The route taken from the Hart-Miller Island Access Route to the unloading site shall be evenly marked by the Contractor with 4 green and 4 red buoys. The buoys to be used are Rolyan Buoy model number B5CPRM with light model number B340G60 (green) and model number B5NPRM with light model number B340R60 (red) or equivalent. Maintenance of the buoys during, and disposal after, the contract will also be the responsibility of the Contractor.

(19) SECTION 2, Page 13, Paragraph 9.1: Delete this paragraph, as originally issued, and substitute therefor the following new paragraph 9.1:

"9.1 The Contractor shall notify well in advance, the owner of a cable or utility crossing which lies within the proposed dredging prism, to remove or relocate such during dredging operations in that area."

(20) SECTION 2, Page 13, Paragraph 9.3, line 4: Delete the names and addresses, as originally issued, and substitute therefor the following:

Jaswant S. Dhupar  
Chief, Water Engineering Division  
City of Baltimore  
Department of Public Works  
Bureau of Water And Waste Water  
900 Municipal Building  
Baltimore, Maryland 21202  
410-396-1466

Mr. Dewane Daley  
Supervisor, Customer Relocation and Maintenance  
Baltimore Gas & Electric Company  
301 Front Street  
Baltimore, Maryland 21203  
410-291-3730

DRAWINGS:

(21) Sheet 1, FILE 17, MAP 6001: Delete this sheet, as originally issued, and substitute therefor the attached revised like-numbered sheet, with revision #1, dated 7-18-03.

(22) Sheet 24, FILE 17, MAP 24: Immediately after this drawing add the attached new drawing "FILE 17 MAP 6025"

ATTACHMENTS:

FILE 17, MAP 6001 with revision #1, dated 7-18-03.

New drawing "FILE 17 MAP 6025"