

AMENDMENT OF SOLICITATION

1. AMENDMENT/MODIFICATION NO. 0002	2. EFFECTIVE DATE JUN 28, 2004	
3. ISSUED BY DEPARTMENT OF THE ARMY, BALTIMORE DISTRICT CORPS OF ENGINEERS P.O. BOX 1715 BALTIMORE, MARYLAND 21203-1715 CODE: _____		
4. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code)	4A. AMENDMENT OF SOLICITATION NO. W912DR-04-B-0014 <hr/> 4B. DATED (SEE ITEM 5) JUN 03, 2004	
5. 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, X is not extended. BID OPENING DATE - 2:00 PM, Local Time JUL 08, 2004 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) MAINTENANCE DREDGING, CRAIGHILL ENTRANCE, CRAIGHILL CHANNEL, CUTOFF ANGLE, NORTHWEST BRANCH WEST CHANNEL, BREWERTON CHANNEL EASTERN EXTENSION AND TOLCHESTER CHANNEL, BALTIMORE HARBOR AND CHANNELS, CHESAPEAKE BAY, MARYLAND		
7. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <u>SOLICITATION:</u> (1) <u>Section 00800:</u> Add the following contract clause to the end of this section: "REQUIRED INSURANCE FOR GVT INSTALLATION & DREDGING 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: 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 _____ (Signature of person authorized to sign)	10. DATE SIGNED

COVERAGE FOR GOVERNMENT INSTALLATION

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

COVERAGE FOR DREDGING

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Marine Liability -	
Excess towers' liability	\$1,000,000 per occurrence
Excess protection and indemnity insurance	\$1,000,000 per occurrence
Workers' Compensation and Employer's Liability: (including Longshore & Harbor 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 - SPECIAL CLAUSES, Page 24, Paragraph 29.2.1: Add the following to the end of the first sentence: "for docking of floating plant and for use by personnel."

(3) SECTION 1 - SPECIAL CLAUSES, Page 29, Paragraph 30.11: Immediately after this paragraph insert the following new paragraph:

"30.12 The Poplar Island access channel shall be marked by eight buoys as shown on sheets 23 and 24 of the contract plans. 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, shall also be the responsibility of the Contractor."

(4) SECTION 2 - TECHNICAL CLAUSES, Page 8, Paragraph 6.4.6.1.1, line 4: Change "(0.01)" to read "(0.1)".

DRAWINGS:

(5) FILE 17, MAP 7123, Sheet 17 of 28: Delete this drawing, as originally issued, and substitute therefor the attached like-numbered drawing with Modification #1.

(6) FILE 17, MAP 7124, Sheet 18 of 28: Delete this drawing, as originally issued, and substitute therefor the attached like-numbered drawing with Modification #1.

(7) FILE 17, MAP 7125, Sheet 19 of 28: Delete this drawing, as originally issued, and substitute therefor the attached like-numbered drawing with Modification #1.

(8) FILE 17, MAP 7126, Sheet 20 of 28: Delete this drawing, as originally issued, and substitute therefor the attached like-numbered drawing with Modification #1.

(9) FILE 17, MAP 7129, Sheet 23 of 28: Delete this drawing, as originally issued, and substitute therefor the attached like-numbered drawing with Modification #1.

(10) FILE 17, MAP 7130, Sheet 24 of 28: Delete this drawing, as originally issued, and substitute therefor the attached like-numbered drawing with Modification #1.

(11) FILE 17, MAP 7131, Sheet 25 of 28: Delete this drawing, as originally issued, and substitute therefor the attached like-numbered drawing with Modification #1.

(12) FILE 17, MAP 7134, Sheet 28 of 28: Delete this drawing, as originally issued, and substitute therefor the attached like-numbered drawing with Modification #1.

ATTACHMENTS: FILE 17, MAPS 7123 - 7126, 7129-7131, and 7134; Sheets 17-20, 23-25, and 28 with Modification #1.