

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 31-May-2002	4. REQUISITION/PURCHASE REQ. NO. W807PM-2093-7389	5. PROJECT NO.(If applicable)		
6. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG MS 39183-3435	CODE DACW38	7. ADMINISTERED BY (If other than item 6) CODE			
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. DACW38-02-B-0023
				X	9B. DATED (SEE ITEM 11) 06-May-2002
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<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 type="checkbox"/> is extended, <input checked="" 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 _____ 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.					
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.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Reference Solicitation No. DACW38-02-B-0023 for FLOOD CONTROL, MISSISSIPPI RIVER AND TRIBUTARIES,EAST BANK MISSISSIPPI RIVER, LEVEES, TALLULA - MAGNA VISTA, LEVEE ENLARGEMENT, ITEM 477-L, scheduled for bids to open on 11 June 2002 at 1400 hours is hereby amended as follows: <p style="text-align: center;">TECHNICAL SPECIFICATIONS</p> Section 01000 GENERAL CONTRACT REQUIREMENTS, page 16 is revised and replaced with revised pages 16 and 17. Paragraph 1.34 PIPELINES has been added. Pages revised by this amendment have the notation "Revised by Amendment 0001" at the bottom of the page. Text added by this amendment is underlined and in bold characters. The date and time for bid opening remains unchanged. Encls: Section 01000, pages 16 and 17					
<i>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.</i>					
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	
_____		BY _____		31-May-2002	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

The Contractor is responsible for the protection, maintenance, and replacement of all existing signs, route markers, traffic control signals, and other traffic control features during the life of this contract.

d. Prior to the commencement of construction operations the Contractor shall submit for the acceptance of the Contracting Officer, complete details of his proposed plans for the maintenance of traffic and access through the construction area.

e. The requirements of this paragraph shall be met by the Contractor at no additional expense to the Government.

1.32 HARBOR MAINTENANCE FEE

a. Offerors or bidders contemplating use of U.S. ports in the performance of contract are subject to paying a harbor maintenance fee on cargo. Federal law establishes an ad valorem port use fee on commercial cargo imported into or exported from various U.S. ports. The fee is 0.125 percent (0.00125). Cargo to be used in performing work under contracts with the U.S. Government is not exempt from the fee, although certain exemptions do exist. Offerors are responsible for ensuring that the applicable fee and associated costs are taken into consideration in the preparation of their offers. Failure to pay the harbor maintenance fee may result in assessment of penalties by the Customs Service.

b. The statute is at Title 26 U.S. Code section 4461 and 4462. Department of Treasury Customs Service regulations implementing the statute, including a list of ports subject to the fee, are found at 19 CFR 24.24, Harbor Maintenance Fee. Additional information may be obtained from local U.S. Customs Service Offices or by writing to the Director, Budget Division, Office of Finance, Room 6328, U.S. Customs Service, 1301 Constitution Avenue, N.W., Washington, D.C. 20229.

1.33 ACCEPTANCE OF COMPLETED WORK

For the purpose of acceptance, the work to be done is divided into sections as follows:

- a. Sections of levee embankment 500 feet long.
- b. All remaining work.

1.34 PIPELINES

Gas pipelines are located within the rights-of-way at the locations shown on the drawings. The Contractor shall contact the pipeline owner(s) as noted on the drawings for requirements when working around or in the vicinity of pipelines or crossing pipelines with equipment. No additional measurement or payment will be made for fully complying with the pipeline owner's requirements for crossing pipelines with equipment or for additional work required when working around or in the vicinity of pipelines. The pipeline crossing shown at approximate levee station 7540+50 is to remain in place during the life of the contract. The pipeline at approximate levee station 7706+00 is to be removed by others. The Contractor is required to coordinate and cooperate with the other Contractor removing the pipeline.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --