

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES			
			J	1	3		
2. AMENDMENT/MODIFICATION NO P00001	3. EFFECTIVE DATE See block 16c	4. REQUISITION/PURCHASE REQ. NO. W91XN/B2531736		5. PROJECT NO (If applicable)			
6. ISSUED BY ENDIST MOBILE CONTRACTING DIVISION 109 ST JOSEPH ST MOBILE AL 36602	CODE W91278	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MIKE HOOKS, L.L.C. ASHLEY MCMAHON 409 MIKE HOOKS RD WESTLAKE LA 70669-5744			9A. AMENDMENT OF SOLICITATION NO				
			9B. DATED (SEE ITEM 11)				
			X	10A. MOD. OF CONTRACT/ORDER NO. W9127818F0618			
			X	10B. DATED (SEE ITEM 13) 25-Sep-2018			
CODE 0CUN7	FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input 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 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) See Schedule							
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).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-4 Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: k5ct9djf19426 1. The purpose of this modification is to extend the completion date from 31 January 2019 to 31 March 2019 and to change the unit of issue from job to cubic yard with an quantity of 305,371. 2. Change in Task Order Amount: \$540.50. 3. A consent of Surety SF 1414 is required to be submitted to our office within 10 business days due to the increase in award funding. 4. Total Task Order Amount (including this modification): \$1,799,540.50. 5. In consideration of this modification agreed to herein as a complete equitable adjustment for the above changes, the contractor hereby releases the Government from any and all liability under this modification for further equitable adjustment attributable to such factors or circumstances giving rise to the proposal for adjustment. 6. All other terms and condition remain unchanged.							
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) Mike P. McMahon, President			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Digitally signed by LOGSDON, SARA LOGSDON.SARA.G.1393559868				
15B. CONTRACTOR/OFFEROR M.P. McMahon (Signature of person authorized to sign)		15C. DATE SIGNED 12/21/18	16B. UNITED STATES OF AMERICA BY .G.1393559868 (Signature of Contracting Officer)		16C. DATE SIGNED DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=LOGSDON.SARA.G.1393559868 Date: 2018.12.23 12:37:23 -06'00'		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$540.50 from \$1,799,000.00 to \$1,799,540.50.

CLIN 0001

The pricing detail quantity has increased by 540.50 from 1,799,000.00 to 1,799,540.50.
The total cost of this line item has increased by \$540.50 from \$1,799,000.00 to \$1,799,540.50.

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-JAN-2019	1,799,000	IRVINGTON SITE OFFICE STEPHEN REID 7861 13TH STREET IRVINGTON, AL 36544-2899 251-957-6019 FOB: Destination	964151

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-MAR-2019	1,799,540.50	IRVINGTON SITE OFFICE STEPHEN REID 7861 13TH STREET IRVINGTON, AL 36544-2899 251-957-6019 FOB: Destination	964151

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$540.50 from \$1,799,000.00 to \$1,799,540.50.

CLIN 0001:

AA: 096 NA X 2018 3123 000 0000 CCS: 111 K5 2018 08 2446 013880 96015 2520 5HB201 NA 5HB201 (CIN W31XNJ825317360001) was increased by \$540.50 from \$1,799,000.00 to \$1,799,540.50

(End of Summary of Changes)

SCOPE OF WORK

INDEX

1. WORK COVERED BY CONTRACT PRICES
2. FINAL EXAMINATION AND ACCEPTANCE
3. ORDER OF WORK
4. CHARACTER OF MATERIALS
5. EXCAVATION (DREDGING OF CHANNEL SHOALS)
6. DISPOSAL OF EXCAVATED MATERIALS
7. MEASUREMENT AND PAYMENT
8. ESTIMATED DREDGING QUANTITIES

1. WORK COVERED BY TASK ORDER PRICES: The task order prices shall include the cost of performing the following described work and as shown on the task order drawings.

1.1. Dredging: The descriptions and requirements below are general in nature and are supplied to allow the contractor to develop a unit cost for dredging within the defined boundaries.

1.1.2. Perdido Pass Maintenance Dredging Bid Item: The removal and satisfactory disposal of all material lying above the plane of -14 feet, MLLW, from Sta. 0+00 to Sta. 14+20 and -11 feet, MLLW, from Sta. 14+20 to Sta. 69+13 in the Perdido Pass channel; -11 feet, MLLW, from Sta. 0+00 to Sta. 34+86 in the Terry Cove Channel; and -14 feet, MLLW, from Sta. 0+00 to Sta. 12+00 in the Sediment Trap as shown on the task order drawings. This item also includes all material within the allowable overdepth that the contractor removes and satisfactorily disposes. All material excavated under this bid item will be transported and deposited into the approved disposal area in accordance to these specifications and drawings.

1.2 The task order completion date is ~~30 April 2019~~ **31 March 2019**

2. FINAL EXAMINATION AND ACCEPTANCE

(a) As soon as practicable after (within 14 calendar working days or less if agreed to by the Contracting Officer) completion of the entire work or any designated section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer the work in this section will not be subject to damage by further operations under the contract, such work (required dredging prism) will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer, for determination of ACCEPTABILITY of PERFORMANCE by the Contractor. Should any shoals, lumps, or other lack of contract required dredging prism depth, width, or slope (i.e. lack of acceptable contract performance) be disclosed by this examination, the Contractor will be

required to remove same by dragging or dredging the affected surface until the acceptable condition is corrected. If the unacceptable shoal (work) area(s) of the channel bottom/slope is soft and the shoal (work) area(s) is small and forms no material obstruction to navigation, the removal of such shoal(s) may be waived at the discretion of the Contracting Officer. If re-dredging is required to correct the unacceptable work, the dredging will be paid at the current unit price for dredging; however, the maximum payment quantity (original and re-dredging) will not exceed the original computed pay quantity in the required dredging prism (plus any applicable allowable overdepth quantity, as applicable) based on the original before-dredging surveys. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the original or unacceptable area(s) is found to be in a satisfactory condition, it will be accepted finally. Should more than two sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of unacceptable shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of \$2,200.00 per day for each day in which the Government (or Government A&E Contractor) plant is engaged in sounding or sweeping and/or is enroute to or from the site or held at or near the said site for such operations. For the purpose of acceptance, the work to be done will be divided into sections as follows:

PROJECT	Estimated Quantity	From Station	To Station
Perdido Pass	19,873 CY	4+00	12+00
Perdido Pass	4,284 CY	20+00	24+02
Perdido Pass	3,851 CY	56+00	60+00
Terry Cove	3,619 CY	14+00	18+00
Sediment Trap	259,129 CY	0+00	12+00

(b) Final acceptance of the whole or part of the work and the deductions or corrections of deductions made thereon will not be reopened after been accepted, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

(c) After acceptance by the Government, of the whole or part of the work, but before the Contractor has effected demobilization, should any shoals, lumps, or other lack of required contract depth be disclosed by an examination made by the government, the Contractor may be requested to remove any such shoal by using the on-site dredging plant and process, to be paid at

the original contract rate for dredging in this location. This additional dredging is subject to a supplemental agreement under the contract and is only activated by the Contracting Officer (and if funds are available).

3. ORDER OF WORK: The Contractor shall exert a great deal of control over the work location, however the sequence of work locations shall be subject to the direction of the Contracting Officer Representative. As critical shoaling develops, the Contractor may be required to perform dredging at any location within the scope of the contract. If the Contractor places more than one dredge plant unit, the additional work locations must be coordinated with the Contracting Officer Representative. Acquiring and/or using staging areas for dredge plant fabrication (if necessary) shall be solely the Contractor's responsibility and the Government will not be liable for any separate costs or obligations involved therewith.

4. CHARACTER OF MATERIALS:

4.1. The material to be removed under the contract from the Perdido Pass Channel is comprised of shoaling which has occurred since the project features were last dredged. It is believed that all material above the required dredge planes shown on the contract drawings is maintenance material. The material consists primarily of fairly coarse to fine grain sand, however, it will be intermixed with shells and other usual seabed materials.

4.2. Records of previous dredging at all the channel projects, including cross sections, history cards and/or general data on past contract dredges, are available at the Irvington Site Office. The Irvington Site Office is located at 7861 13th Street, Irvington, AL 36544 and the telephone number is (251)957-6019.

5. EXCAVATION (DREDGING OF CHANNEL SHOALS)

5.1. General: Dredging shall consist of the removal and satisfactory disposal of all material encountered to achieve the design section(s) as defined by the contract drawings or as specified by the Contracting Officer's Representative. All shoals removed under this contract shall be transported and satisfactorily deposited into the designated disposal areas shown in the attached drawings.

5.2. Dredging Restriction/Information:

5.2.1. Dredging (Excavation) Intent: It is the intent of these specifications that all materials be removed from the "Acceptance Prism". "Acceptance Prism" is defined as the bottom depths, widths and side slopes defined by the task order drawings or as designated by the COR.

5.2.3. Required Dredging: Required dredging under this contract involves the removal of materials lying above the designated bottom reference plane over the designated bottom lengths and widths. See the drawings for

the design template for all possible dredging areas

5.2.4. Allowable Overdepth: To cover the inaccuracies of the dredging process, material actually removed from within the designated channel alignment limits to a depth of 2 feet below the required depths will be estimated and paid for at the unit price for dredging under the Bid Schedule item for the channel section being dredged. Side slopes for allowable overdepth will be 1V:0H.

5.2.5. Depth Overdredging Restriction: Where depth overdredging is necessary, it is intended that removal of that overdredged material be at a uniform rate over the entire reach of the work resulting in a more efficient and economical channel than one resulting from a random or arbitrary dredging process.

5.2.6. Side Slopes Excavation: Side slope material will be required to be removed when designated as such. Material that is actually removed, within the required dredging limits to provide for final side slopes no flatter than as designated, but not in excess of the amount originally lying above this required dredging limiting side slope, will be estimated and paid for (as applicable), whether dredged in the original position or by dredging "storage space" below the required side slope plane, at the bottom of the slope, for upslope material capable of falling into the cut. This "storage space", excavated in anticipation of upslope face material falling thereinto, is not subject to the above depth and width overdredging restrictions (if applicable), as long as it is reasonable.

6. DISPOSAL OF EXCAVATED MATERIALS

6.1. General: Excavated materials shall be transported to and disposed of in the proper Disposal Area(s) as described below. The Contractor will develop his disposal procedures based on these requirements/restrictions. The Contractor will submit a DEPOSITION PLAN to the Contracting Officer Representative for approval prior to disposal of any dredged material under this contract. The Contractor's DEPOSITION PLAN shall be completely explanatory and include all assumptions, statements of fact, computations and a narrative to fully explain the procedures that the Contractor will follow during the task order. The Contractor's DEPOSITION PLAN will address each different disposal situation and include any required monitoring, preparation, operation and maintenance actions involved.

6.1.1. Permits have been procured by the Government for deposition of dredged material in the designated disposal areas.

6.2. DISPOSAL AREA REQUIREMENTS:

6.2.1. Disposal Area #2: Material placed into the Disposal Area #2 shall be placed within any available depths within the boundaries as shown on the drawings. The contractor shall perform a Before Placement Survey to determine the limits of disposal material placement.

6.2.2. Disposal Area #3: Material placed into the Disposal Area #3 shall be placed within the 1.5 acre boundaries as shown on the drawing. The contractor will be required to utilize dozers, track hoes, etc., at no additional cost to the Government, to shape dredged material throughout the dredging operations, in accordance to the drawings and specifications and as directed by the Contracting Officer's Representative. The shoreline shall be free of pockets or areas that will trap water from draining. No dredged material is allowed to flow back into the channel.

6.2.3. Disposal Area #6: Material placed into the Disposal Area #3 shall be placed within boundaries as shown on the drawing and will be limited to no more than 30,000 CY. The contractor will be required to utilize dozers, track hoes, etc., at no additional cost to the Government, to shape dredged material throughout the dredging operations, in accordance to the drawings and specifications and as directed by the Contracting Officer's Representative. The shoreline shall be free of pockets or areas that will trap water from draining. No dredged material is allowed to flow back into the channel.

6.2.4. Disposal Area #7: Material placed into the Disposal Area #7 shall be placed within the boundaries as shown on the drawing. The contractor will be required to utilize dozers, track hoes, etc., at no additional cost to the Government, to shape dredged material throughout the dredging operations, in accordance to the drawings and specifications and as directed by the Contracting Officer's Representative. The shoreline shall be free of pockets or areas that will trap water from draining. No dredged material is allowed to flow back into the channel.

6.2.5. Disposal Area #8: Material placed into the Disposal Area #8 shall be placed within the boundaries as shown on the drawing. The contractor will be required to utilize dozers, track hoes, etc., at no additional cost to the Government, to shape dredged material throughout the dredging operations, in accordance to the drawings and specifications and as directed by the Contracting Officer's Representative. The shoreline shall be free of pockets or areas that will trap water from draining. No dredged material is allowed to flow back into the channel.

6.2.6. Disposal Area #9: Material placed into the Disposal Area #9 shall be placed within the boundaries as shown on the drawing. The contractor will be required to utilize dozers, track hoes, etc., at no additional cost to the Government, to shape dredged material throughout the dredging operations, in accordance to the drawings and specifications and as directed by the Contracting Officer's Representative. The shoreline shall be free of pockets or areas that will trap water from draining. No dredged material is allowed to flow back into the channel.

6.3. Misplaced Dredged Material: Any dredged materials deposited at locations other than in areas designated or approved by the Contracting Officer will be considered misplaced material and will not be paid for until the Contractor, at his own expense, removes and redeposits such misplaced material where directed. This required removal and redeposit of the misplaced material and any necessary disposal site restoration work shall not

be the basis for a time extension or additional compensation under this task order.

7. MEASUREMENT AND PAYMENT:

7.1. Mobilization Bid Item: All cost associated with initial mobilization and demobilization of all dredge plant and dredge attendant plant will be included at the lump sum price for Mobilization. This shall include any and all costs to adapt, modify, reconstruct, and/or reconfigure the dredge plant and/or the attendant plant to such a configuration capable of conducting this contract work. No other separate payment shall be made for any such configuration preparations and payment of this Bid Item is considered complete compensation for such actions.

7.2 Perdido Pass Maintenance Dredging Bid Items: The total amount of work to be paid for this bid item will be measured and paid for by the cubic yard. The quantity of material removed shall be calculated as the difference between a before and after construction survey of the particular work location. For the purpose of acceptance, the work will be divided into sections as stated above.

8. ESTIMATED DREDGING QUANTITIES:

The total estimated quantities of dredge material to be removed from within the dredging prism are shown below which includes required dredging, allowable overdepth, and anticipated shoaling.

<u>Channel - Section</u>	<u>Required Dredging</u>	<u>Allowable Overdepth</u>	<u>Total</u>
Perdido Pass Sta. 4+00 - 12+00	19,873 CY	6,620 CY	26,493 CY
Perdido Pass Sta. 20+00 - 24+02	4,284 CY	2,977 CY	7,261 CY
Perdido Pass Sta. 56+00 - 60+00	3,851 CY	2,604 CY	6,455 CY
Terry Cove Sta. 14+00 - 18+00	3,619 CY	2,414 CY	6,033 CY
Sediment Trap Sta. 0+00 - 12+00	196,775 CY	62,354 CY	305,371 CY

Only the required quantity is eligible for the Variations of Estimated Quantities.