

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 02/26/2013	4. REQUISITION/PURCHASE REQ. NO. MA-PR612-20130001	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. DOT/ Maritime Administration Office of Acquisition MAR-380 1200 NEW JERSEY AVENUE SE MAIL STOP W-28-201 WASHINGTON DC 20590-0001	CODE 00091	7. ADMINISTERED BY (If other than Item 6) U.S. DOT/Maritime Administration Office of Acquisition MAR-380 1200 New Jersey Avenue, SE Mail Stop W-28-201 Washington DC 20590-0001	CODE 00091

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  McCarthy Building Companies, Inc. dba: McCarthy 1341 N Rock Hill Rd Saint Louis MO 63124-1498	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.  <input type="checkbox"/> 9B. DATED (SEE ITEM 11)  <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA-91-C-2012-0009  <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 03/08/2012
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CODE 001951375	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
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The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers 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 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 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	Net Increase:	\$1,268,543.00
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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)

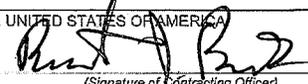
E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this Bilateral Modification/Supplemental Agreement is to delete the requirement in CLIN 0005 to rebuild disposal Site 24 of the Sabine Neches Navigation District (SNND) as payment in kind to the SNND in lieu disposal fees for dredge material generated by the dredging required for this contract and substitute a requirement to pay disposal fees based on actual cubic yards and at the rate established by Memorandum of Agreement between MARAD and SNND of \$2.00/cubic yard up to 900,000 cubic yards and \$4.00/cubic yard for amount over 900,000.

2. Section 6 - Dredging Design is changed as follows:  
Delete:  
Price includes dike construction and outfall refurbishment (rehabilitation) at Site 24 to the requirements of the Sabine Neches Navigation District. Surveying and engineering will  
Continued ...

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) <b>ROBERT T ROGERS III, PROJECT DIRECTOR</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Benedict J. Burnowski
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2/26/2013
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/26/13

NAME OF OFFEROR OR CONTRACTOR  
McCarthy Building Companies, Inc. dba: McCarthy)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>be performed by a vendor used by Sabine Neches Navigation District Board at that Contractor's expense with coordination by the Contractor (McCarthy) to avoid delays. An allowance of 55,000 cubic yards is estimated to rehabilitate the dikes. Should this 55,000 cubic yards not accomplish this requirement a Change Order will be issued and conversely, should raising the dikes require less cubic yards a credit will be issued to MARAD.</p> <p>Dredge disposal at Site 23 and the rehabilitation of Site 24 will eliminate the dredge disposal fee of \$4.23/cy.</p> <p>Substitute: The Contractor shall dispose of approximately 900,000 cubic yards of dredge material in Sabine Neches Navigation District Site (SNND) DMPA 23, or other designated site, also known as a confined disposal facility (CDF), at a rate of \$2.00 (two dollars) per cubic yard. Disposal at sites other than DMPA #23 will be at no additional cost to the Contractor. On issuance of the SNND Dredge Material Placement Permit, SNND will invoice the Contractor for 900,000 cubic yards at the rate of \$2.00 per cubic yard. The Contractor shall pay such amount prior to the disposition of dredge materials. MARAD shall reimburse the Contractor based on evidence that the Contractor has made payment by check paid to the order of Sabine Neches Navigation District and mailed to the attention of:</p> <p>Randall Reese General Manager Sabine-Neches Navigation District P.O. Box 778 Nederland, TX 77627 (409) 729-4588</p> <p>The Contractor's dredger cut-sheets shall be provided to both SNND and to MARAD. As a complete equitable adjustment MARAD shall receive a credit from the Contractor of \$2.22 per cubic yard for every cubic yard less than 900,000 yards shown on the cut-sheets. SNND will charge a rate of \$4.00 per cubic yard for every cubic yard over 900,000. As a complete equitable adjustment MARAD shall reimburse the Contractor at a rate of \$4.45 per cubic yard for every cubic yard disposed over 900,000 cubic yards, however MARAD will not reimburse payment of disposal fees Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>unless the Contractor notifies MARAD that it will exceed 900,000 cubic yards when it has dredged no more than 85 per cent of that total and MARAD has issued a change order to pay fees for the additional quantity. The Contractor will not dredge and dispose of more than 900,000 cubic yards without an executed change order. The Contractor must comply with all of SNND's permitting requirements.</p> <p>For administrative convenience the revised section is shown below: 6 - Dredging Design The dredging design project depth shall be 32 ft below Mean Low Tide (MLT) plus allowance for a 2 ft overdredge (Clarification: min depth is 32 ft in all areas of the facility except for berth 4 which may be dredged to -30 ft.). A "clean bottom" is assumed with the caveat that it will only be applicable to obstructions that were not identified during the survey conducted by MARAD through its support contractor, Halcrow. Approximately 900,000 cubic yards of dredged material will be disposed of at Site 23 or other designated site. The Contractor shall dispose of approximately 900,000 cubic yards of dredge material in Sabine Neches Navigation District Site (SNND) DMPA 23, or other designated site, also known as a confined disposal facility (CDF), at a rate of \$2.00 (two dollars) per cubic yard. On issuance of the SNND Dredge Material Placement Permit, SNND will invoice the Contractor for 900,000 cubic yards at the rate of \$2.00 per cubic yard. The Contractor shall pay such amount prior to the disposition of dredge materials. MARAD shall reimburse the Contractor based on evidence that the Contractor has made payment by check paid to the order of Sabine Neches Navigation District and mailed to the attention of: Randall Reese General Manager Sabine-Neches Navigation District P.O. Box 778 Nederland, TX 77627 (409)729-4588 The Contractor's dredger cut-sheets shall be provided to both SNND and to MARAD. As a complete equitable adjustment, MARAD shall receive a credit from the Contractor of \$2.22 per Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>cubic yard for every cubic yard less than 900,000 yards shown on the cut-sheets. SNND will charge a rate of \$4.00 per cubic yard for every cubic yard over 900,000. As a complete equitable adjustment MARAD shall reimburse the Contractor at a rate of \$4.45 per cubic yard for every cubic yard disposed over 900,000 cubic yards, however MARAD will not reimburse payment of disposal fees unless the Contractor notifies MARAD that it will exceed 900,000 cubic yards when it has dredged no more than 85 per cent of that total and MARAD has issued a change order to pay fees for the additional quantity. The Contractor will not dredge and dispose of more than 900,000 cubic yards without an executed change order.</p> <p>The Contractor must comply with all of SNND's permitting requirements. Required testing fees for pre-dredging and during dredging will be accomplished and paid by the Contractor (McCarthy). After dredging, soundings are to be taken with a Multi-beam Echo sounding system. Swath coverage between 89° to 181°, frequency between 159 - 461 kHz, and use of a differential Global Positioning System (GPS) for positioning. The use of vessel motion and sound velocity sensors must be utilized to maximize accuracy of the soundings. Soundings must be corrected to show depths at the NOAA chart datum and print-out must show bottom characteristics. Soundings of the entire length and breadth of the berth to 200 feet beyond the furthest outboard vessel must be shown. The soundings must be in a three dimensional, as well as a standard linear format. Soundings are to be provided to the Government. Compensatory dredging requirement has been removed.</p> <p style="text-align: center;">#</p> <p>3. The contract amount is increased by \$1,268,543 from \$34,839,810 to \$36,108,353 by reason of this modification.</p> <p>LIST OF CHANGES: Reason for Modification : Change Order Total Amount for this Modification: \$1,268,543.00 New Total Amount for this Version: \$7,274,543.00 New Total Amount for this Award: \$36,108,353.00 Obligated Amount for this Modification: \$1,268,543.00 New Total Obligated Amount for this Award: Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$36,108,353.00</p> <p>Buyer changed            from Ken Egbuna              to Benedict J Burnowski</p> <p>Contracting Officer changed            from Ken Egbuna              to Benedict J Burnowski</p> <p>CHANGES FOR LINE ITEM NUMBER: 2            Description changed from Dredge approach to minimum -32 feet mean low tide plus normal over-dredge (i.e. 2 ft over-dredge).            to Dredge approach to minimum -32 feet mean low tide plus normal over-dredge (i.e. 2 ft over-dredge)..</p> <p>End Date changed from 02-OCT-13 to 21-OCT-13</p> <p>CHANGES FOR DELIVERY LOCATION: 00091            Delivery Date Deleted :            Previous Delivery Date: 08/30/2013</p> <p>NEW ACCOUNTING CODE ADDED:            Account code:            70XR161710.2013.941A0BLF00.1261000000.32270.172060            00.70126141A0BLF13            FY 2013            Quantity: 0            Amount: \$0.00            Percent: 0            Subject To Funding: N            Payment Address:</p> <p>CHANGES FOR LINE ITEM NUMBER: 3            Description changed from Dredge berths and required manouver room to minimum 32 feet mean low tide plus normal over-dredge (i.e. 2ft over-dredge) for berths 1, 2 and 3 and to a minimum of 30 feet mean low tide plus normal over-dredge for berth 4. to Dredge berths and required manouver room to minimum 32 feet mean low tide plus normal over-dredge (i.e. 2ft over-dredge) for berths 1, 2 and 3 and to a minimum of 30 feet mean low tide plus normal over-dredge for berth 4..</p> <p>End Date changed from 02-OCT-13 to 21-OCT-13            Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR DELIVERY LOCATION: 00091 Delivery Date Deleted : Previous Delivery Date: 08/30/2013</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 70XR161710.2013.941A0BLF00.1261000000.32270.172060 00.70126141A0BLF13 FY 2013 Quantity: 0 Amount: \$0.00 Percent: 0 Subject To Funding: N Payment Address:</p> <p>CHANGES FOR LINE ITEM NUMBER: 5 Description changed from Dredge material disposal at sites 23/24 or for beneficial use including the rebuilding of levees at site 24 in exchange for no disposal fee at site 23. Price includes an allowance of 55,000 cubic yards to rehabilitate the dikes and outfall refurbishment to the requirements of the Sabine Neches Navigation District. to Dredge material disposal at sites 23/24 to the requirements of the Sabine Neches Navigation District including: (a) payment of up 900,000 cubic yards of dredge material at \$2.00 per cubic yard and (b) all required testing fees and for pre-dredging and during dredging. Total Amount changed from \$857,000.00 to \$2,125,543.00 Obligated Amount for this modification: \$1,268,543.00 End Date changed from 02-OCT-13 to 21-OCT-13 .</p> <p>CHANGES FOR DELIVERY LOCATION: 00091 Amount changed from \$857,000.00 to \$2,125,543.00 Delivery Date changed from 08/30/2013 to 10/21/2013</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 70XR161710.2013.941A0BLF00.1261000000.32270.172060 00.70126141A0BLF13 FY 2013 Quantity: 0 Amount: \$1,268,543.00 Percent: 59.68089 Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Subject To Funding: N Payment Address: MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125  Delivery Location Code: 00091 U.S. DOT/Maritime Administration Office of Acquisition MAR-380 1200 New Jersey Avenue, SE MAIL STOP W-28-201 Washington DC 20590-0001 USA  Payment: MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125 FOB: Destination Period of Performance: 03/18/2012 to 10/21/2013				