

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   12
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 17-May-2023	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY CONTRACTING DIV- CHIEF 7400 LEAKE AVENUE, ROOM 172 NEW ORLEANS LA 70118-3651	CODE W912P8	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W912P823B0002
			X	9B. DATED (SEE ITEM 11) 09-May-2023
				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 <u>1</u> 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 CONTRACT 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.)  The purpose of this amendment is as follows: a) Replace pages of the bid schedule, b) Revise Section 01100, and c) Revise Section 35 31 19 .01 12, including replacing Stone Gradation Curve Chart. d) Bid Opening Instructions, e) Requests For Information 1. Nothing Follows.				
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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL:	EMAIL:
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		16-May-2023

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE (SF 30)

The following have been added by full text:

BID OPENING INSTRUCTIONS

**INSTRUCTION TO BIDDERS**

USACE, New Orleans District implemented the below procedures for all current and future bid openings.

**Electronic Submission of Bids:**

MVN will utilize mail for receipt of electronic bids under IFB Solicitations. In order to submit an electronic bid please follow these steps:

Send an email containing your name, email address and proposal to the following Contracting Officer and Contract Specialist associated with the IFB:

Contracting Officer – Mr. Charles R. Zammit, Jr. email:  
[Charles.R.Zammit@usace.army.mil](mailto:Charles.R.Zammit@usace.army.mil)

Contract Specialist – Mr. Jason B. Meyers, email: [jason.b.meyers@usace.army.mil](mailto:jason.b.meyers@usace.army.mil)

Once the Contracting Officer or Contract Specialist receives your Proposal, you will then receive a confirmation email stating your Proposal was received.

The Bid Opening is currently scheduled for Thursday, June 8, 2023 at 09:00 am Local Time. The Contracting Officer and Contract Specialist will begin downloading bids the morning of June 8, 2023. The bid receipts were due the evening before at 6:00 PM local time. All bids received after 6:00 PM Local Time on Wednesday, June 7, 2023 will be considered late.

**Audio Teleconference Bid Opening Information:**

Bid Opening will be held on Thursday, June 8, 2023 at 09:00 AM Local Time. Please use the following call-in information to attend the meeting:

Toll Free: 1-844-800-2712  
Access Code: 1998 535 3052

Following the conclusion of the bid opening, the Bid Abstract will be uploaded to SAM website under this solicitation, within 24 hours.

Bid Bonds (Offer Guarantee) should be submitted electronically with the Bid Package as per the scheduled Bid Opening on Amendment.

For any Questions please contact:

Contracting Officer – Mr. Charles R. Zammit, Jr. email:  
[Charles.R.Zammit@usace.army.mil](mailto:Charles.R.Zammit@usace.army.mil) Phone: (504) 862-1164

Contract Specialist – MR. Jason B. Meyers, email:  
[jason.b.meyers@usace.army.mil](mailto:jason.b.meyers@usace.army.mil) Phone: (504) 862-1016

RFI 1

**Question 1)** Will USACE be adding a line item to the base bid for flotation channels? Section 35 31 19.01 para., 1.1.1.3 and 1.3.4 reference flotation channels and payment for flotation channels, but there is no item for this in the base bid schedule. There is a flotation item in the option work, but there is not a flotation item for the base bid.

**Answer 1)** Flotation Channel Excavation is included as an Optional Work item. A task order will be put out if the Contractor’s preconstruction surveys in any work area identified by task order show that the bank line prohibits access to the foreshore dike or jetty repairs. Light loading of barges is allowed to reduce draft as long as the foundation of the stone foreshore dikes or jetties is not disturbed. Historically, maintaining a flotation channel in areas that are prone to siltation is difficult.

SECTION 00 01 10 - TABLE OF CONTENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Specs 2023 SW & S Pass	163	15-FEB-2023
Attachment 2	Plans 2023 SW & S Pass	11	15-FEB-2023

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Revised Specs	7	16-MAY-2023

W912P823B0002

SECTION 00 10 00 - SOLICITATION

CLIN 0002

The CLIN extended description has changed from:

2200 lb. Stone Repairs

To:

R-5000 Stone Repairs

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CLIN 0003

The CLIN description has changed from Southwest Pass Jetty Stone A Repairs to Deleted.

The pricing detail quantity has decreased by 6,000.00 from 6,000.00 to 0.00.

The unit of issue Net Ton (2,000 LB). has been deleted.

CLIN 0006

The CLIN extended description has changed from:

2200 lb. Stone Repairs

To:

R-5000 Stone Repairs OW

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CLIN 0009

The CLIN description has changed from South Pass Jetty Stone A Repairs to South Pass Jetty Stone A Repairs-OW.

The following Delivery Schedule item for CLIN 0003 has been ~~deleted~~.

W912P823B0002

The following have been modified:

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 9 JUNE 2023 through 8 JUNE 2025.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

## SECTION 00010

Pages 7/260 thru 9/260. Delete these pages in their entirety and substitute the attached revised pages 00010-3, 4, and 5, therefore.

## SECTION 01100

Page 99/260, subparagraph 1.b.1). Delete this paragraph in its entirety and substitute the following therefore:

“(1) Various stone repairs will be performed on Southwest Pass and South Pass. It is anticipated that approximately 80,000 tons of R-5000 stone for foreshore dike repairs will be placed along the east and west banks in Southwest Pass and approximately 150,000 tons of jetty stone A will be placed along the east and west jetties in South Pass. Optional Work items include the placement of 100,000 tons of R-5000 stone for foreshore dike repairs in Southwest Pass, 20,000 tons of jetty stone A for jetty repair in Southwest Pass, 10,000 tons of jetty stone B for jetty repairs in Southwest Pass, 90,000 tons of Jetty Stone A on the west jetty in South Pass, and 45,000 tons of 2200 lb. stone on the west jetty in South Pass. Light loading of barges or flotation channel excavations may be required to access stone placement locations.”

## SECTION 35 31 19.01 12

1. Page 5, paragraph 1.3.1.1. Delete this paragraph in its entirety and substitute the following therefore:

“1.3.1.1 Foreshore Dike Repairs and Jetty Repairs

“Payment for stone placed in foreshore dike repairs and jetty repairs will be made at the applicable contract unit price per ton for "Southwest Pass Foreshore Dike R-5000 Stone Repairs", "South Pass Jetty Stone A Repairs", "Southwest Pass Foreshore Dike R-5000 Stone Repairs - OW", if Optional Work is exercised, "Southwest Pass Jetty Stone A Repairs - OW", if Optional Work is exercised, "Southwest Pass Jetty Stone B Repairs - OW", if Optional Work is exercised, "South Pass Jetty 2200 lb. Stone Repairs - OW", if Optional Work is exercised, or "South Pass Jetty Stone A Repairs - OW", if Optional Work is exercised, within the respective jobsite limits. Price and payment shall constitute full compensation for furnishing all material, equipment, labor, surveys and gradation tests, placing stone and dressing slopes, and other incidental work as specified herein and as shown on the contract drawings. Stone placed more than fifty (50) feet beyond the Task Order limits or one (1) foot or more above the design grade, as determined by the profile, will not be paid for.”

2. Pages 8 and 9, paragraphs 2.1.1.3 and 2.1.1.4. Delete these paragraphs in their entirety and substitute the following therefore:

### “2.1.1.3 Gradation of Stone

Gradation tests of stone shall be accomplished at the quarry. Tests by weight shall be made by the Contractor in the presence of the Contracting Officer's Representative. The Contractor shall notify the Contracting Officer not less than three (3) working days in advance of each test. In the event of non-availability of the Government representative, the Contractor shall perform the tests and certify to the Contracting Officer that the stone shipped complies with these contract specifications. A minimum of one (1) test shall be performed for each 50,000 tons of jetty stone, R-5000, and 2200 lb. stone, or a fraction thereof, supplied to the Government from each source. Each test sample shall be representative of the stone being shipped and consists of not less than fifty 50 tons for jetty stone, R-5000, and 2200 lb. stone. Percentage determinations shall be made for each stone weight specified in each gradation in paragraph "Size." Gradation test data shall be submitted on Gradation Test Data Sheet MVN Form 602-R and Gradation Curves, a copy of MVN Form 602-R is shown at the end of this section. Failure of the test on the initial sample and on an additional sample will be considered cause for rejection of the quarry and/or quarrying process, and all stone represented by the failed tests shall be set aside and not incorporated into the work. Any additional test required because of the failure of an initial test sample will not be considered as one of the other required tests. Certification and test results shall represent stone shipped from the quarry and must be received by the Government field representative before the stone is used in the work, but not later than seven (7) days after the stone leaves the quarry. The Certificate of Compliance shall contain the type of stone, the date loaded and the barge number. The Contractor shall designate on the test form that portion (in tons) of the lot tested which is applicable to these contract specifications. Any deviation from the reported tonnage shall be corrected on a revised gradation test form. The Contracting Officer may direct, under the Section 00700 CONTRACT CLAUSES entitled "INSPECTION OF CONSTRUCTION" (FAR 52.246-12), additional testing of stone furnished to the jobsite if the stone appears, by visual inspection, to be of questionable gradation or quality. Refer to paragraph "MVD STANDARD TEST METHOD FOR GRADATION OF STONE" for the gradation test method.

### 2.1.1.4 Size

#### a. 2200 lb. Stone Repairs

Stone for use in 2200 lb. stone repairs shall be standard 2200 lb. stone and shall meet the gradation requirements shown in Plate 1 at the end of this section. Each shipment shall be graded by weight as follows:

Weight of Pieces (lbs.)	Percent Passing by Weight
2200 to 900	100
930 to 440	50
460 to 130	15
130 to 75	5

b. R-5000 Stone Repairs

Stone for use in R-5000 stone repairs shall be standard R-5000 stone and shall meet the gradation requirements shown on Plate 2 at the end of this section. Each shipment shall be graded by weight as follows:

Weight of Pieces (lbs.)	Percent Passing by Weight
5000 to 2000	100
2200 to 1000	50
1100 to 300	15
325 to 75	5

c. Jetty Stone A Repairs

Stone for use in jetty stone A repairs shall be in pieces that range in size between 2 tons and 4 tons each with fifty (50) percent of the individual pieces weighing 3 tons or more. Some breakage of stone will occur due to handling; however, use of stones smaller than 2 tons will be limited to fifteen (15) percent and shall be used at locations specified by the Contracting Officer. Stone procurement and placement shall meet the requirements as specified herein and as shown on the Task Order drawings.

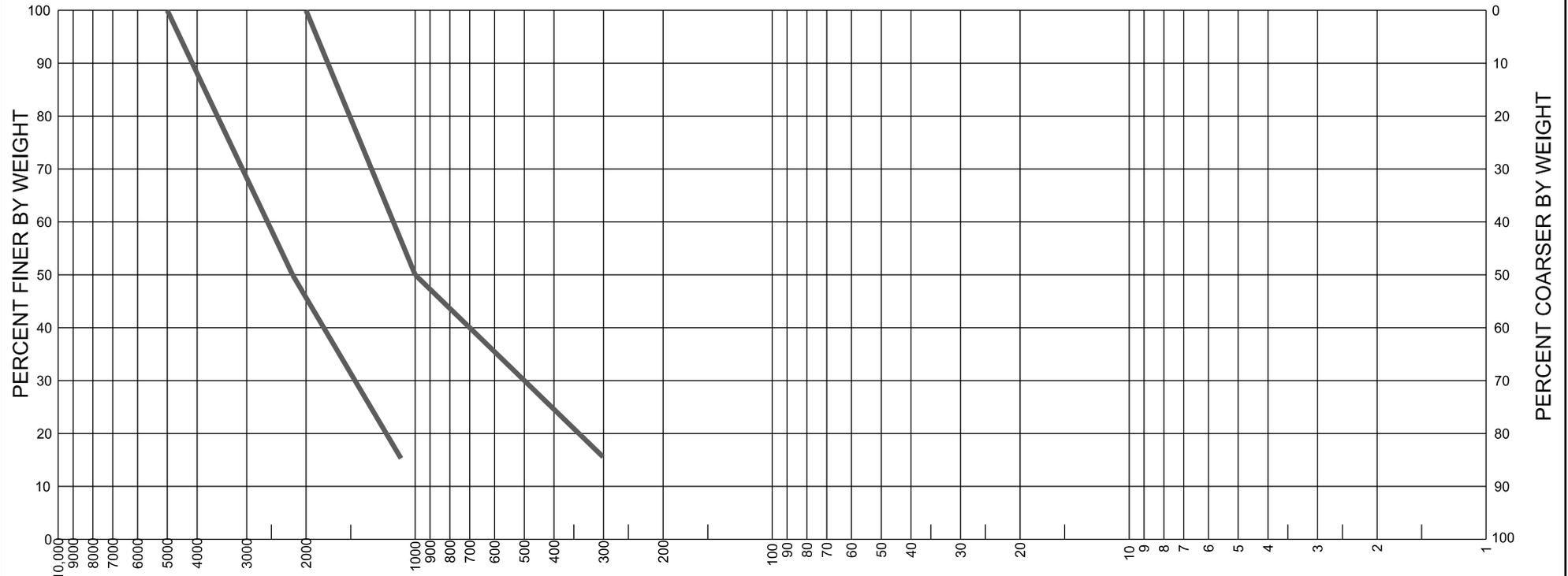
d. Jetty Stone B Repairs

Stone for use in jetty stone B repairs shall be in pieces that range in size between 4 tons and 6 tons each with fifty (50) percent of the individual pieces weighing 4 tons or more. Some breakage of stone will occur due to handling; however, use of stones smaller than 4 tons will be limited to fifteen (15) percent and shall be used at locations specified by the Contracting Officer. Stone procurement and placement shall meet the requirements as specified herein and as shown on the Task Order drawings.”

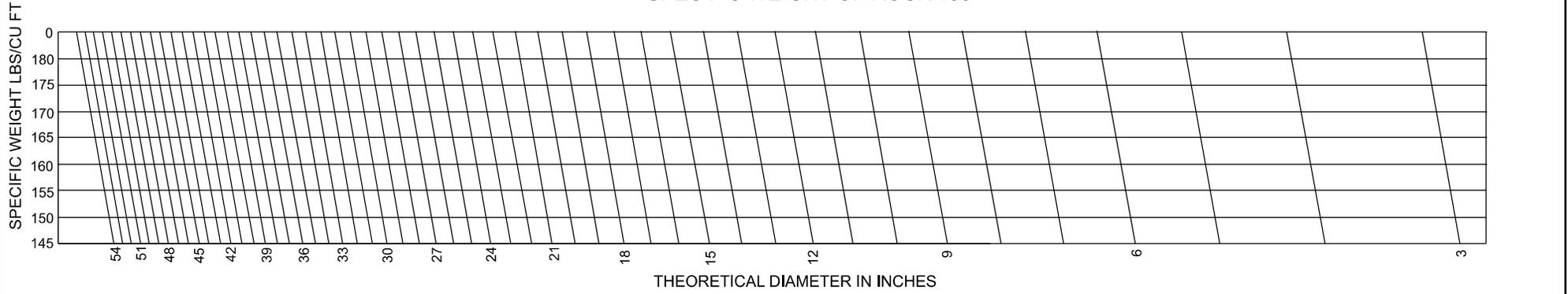
3. Page 10, subparagraph 2.2.2 (5). Delete this subparagraph in its entirety and substitute the following therefore:

“(5) Subparagraph (4) will result in "individual weight retained" figures. Calculate individual percent retained for 2200 lb. stone or R-5000 stone. Continue by calculating the cumulative percent retained and cumulative percent passing. Plot the cumulative percent passing along with the specification limits on Plate 1 for 2200 lb. stone and Plate 2 (attached at the end of this section) for R-5000 stone. The test results should fall within the limits shown.”

4. Add the attached R-5000 STONE GRADATION CURVE, PLATE 2 to the end of this section.



WEIGHT OF STONE IN POUNDS (ASSUMING STONE SHAPE MIDWAY BETWEEN A SPHERE AND CUBE)  
 SPECIFIC WEIGHT OF ROCK 155



STONE WEIGHT (LBS)	PERCENT FINER BY WEIGHT
5000-2000	100
2200-1000	50
1100-300	15
325-75	5

SOUTHWEST PASS AND SOUTH  
 PASS STONE REPAIRS  
 R-5000 STONE

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**STONE GRADATION CURVE**

SECTION 00010 – PRICING SCHEDULE

Mississippi River, Baton Rouge to the Gulf of Mexico,  
 Indefinite Delivery – Indefinite Quantity Contract,  
 2023 Southwest Pass and South Pass Stone Repairs  
 Plaquemines Parish, Louisiana

	DESCRIPTION	Estimated Quantity	Unit		Unit Price	Estimated Amount
<b>BASE WORK</b>						
0001	Mobilization and Demobilization	1	JOB			
0002*	Southwest Pass Foreshore Dike R-5000 Stone Repairs	80,000	TON			
0003*	DELETED					
0004	South Pass Jetty Stone A Repairs	150,000	TON			
<b>TOTAL BASE WORK:</b>						\$
<b>OPTIONAL WORK (OW)</b>						
0005	Subsequent Mobilization and Demobilization - OW	1	JOB			
0006*	Southwest Pass Foreshore Dike R-5000 Stone Repairs - OW	100,000	TON			
0007	Southwest Pass Jetty Stone A Repairs - OW	20,000	TON			
0008	Southwest Pass Jetty Stone B Repairs - OW	10,000	TON			
0009	South Pass Jetty Stone A Repairs - OW	90,000	TON			
0010	South Pass Jetty 2200 lb. Stone Repairs - OW	45,000	TON			
0011	Flotation Channel Excavation - OW	40,000	CY			
<b>TOTAL OPTIONAL WORK:</b>						\$
<b>TOTAL BASE WORK + OPTIONAL WORK:</b>						\$

\*Denotes a change from the previous Bidding Schedule.

NOTE 1: The award will be made as a whole to one offeror.

NOTE 2: Offerors shall furnish unit prices for each item listed in the Pricing Schedule requiring a unit price. If the offeror fails to insert a unit price in the appropriate blank for required item(s), but does furnish an extended total, or an estimated amount for such item(s), the Government shall deem the unit price to be the quotient obtained by dividing the extended amount for that line item by the quantity. IF A OFFERORS OMIT BOTH THE UNIT PRICE AND THE EXTENDED TOTAL OR ESTIMATED AMOUNT FOR ANY ITEM, ITS OFFER WILL BE DECLARED NON-RESPONSIVE AND THEREFORE INELIGIBLE FOR AWARD.

NOTE 3: Any offer may be rejected if the Contracting Officer, in writing, determines that it is unreasonable as to price. Unreasonableness of price includes not only total price of the offer, but the price for individual line items as well. Any offer may be rejected if the prices for any line items or sub-line items are materially unbalanced.

NOTE 4: NOTICE OF AWARD/NOTICE TO PROCEED: The successful bidder is advised that performance and payment bonds will be submitted in accordance with the time frame in block 12B of SF 1442 after the Notice of Award. Performance and payment bonds will be required per individual task order. The Notice To Proceed will be issued immediately after verification of acceptable performance and payment bonds. A separate Notice To Proceed will be issued for each Task Order. Within 7 days after issuance of the Notice To Proceed, the Contractor will initiate a meeting to discuss the submittal process with the Area or Resident Engineer or his authorized representative. Physical work cannot start on a first Task Order until the Accident Prevention Plan, Contractor Quality Control Plan, and other submittals which may be required have been submitted and approved and all preliminary meetings called for under the contract, have been conducted. Similarly, physical work cannot start on subsequent Task Orders until Task Order specific supplements to the Accident Prevention Plan, Contractor Quality Control Plan, and other submittals which may be required, have been submitted and approved and all Task Order specific preliminary meetings called for under the contract, have been conducted.

NOTE 5: OPTIONAL WORK ITEMS. The Government may require the delivery of the Optional Work items identified in the schedule in the quantities and prices stated in the schedule. If an Optional Work item quantity is exceeded, the overrun quantity will be paid for at the Optional Work item unit price stated in the schedule. The Contracting Officer may exercise the Optional Work by written notice to the Contractor within the two-year period of the contract. The Government will exercise the Optional Work in accordance with the Clause in Section 00700 CONTRACT CLAUSES entitled "OPTION FOR INCREASED QUANTITY-SEPERATELY PRICED LINE ITEM" (FAR 52.217-7, MAR 1989). Failure to bid on all items will result in a non-responsive bid.

NOTE 6: EVALUATION OF OPTIONS (FAR 52.217-5 JUL 1990). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for this basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

NOTE 7: TIME ADJUSTMENT IN THE EVENT OF THE EXERCISE OF OPTIONAL WORK. In the event that the OPTIONAL WORK items are exercised under the terms of the contract, the time required for completion of the contract will not be adjusted but shall be performed concurrent with the original contract duration of 730 calendar days.

NOTE 8: Initial mobilization and demobilization costs will be paid for by the Government. Any subsequent mobilization and demobilization costs will be paid for by the Government provided that (a) the Contractor has completed all the work assigned in all the Task Orders issued and the Contractor has demobilized, or (b) the Government has suspended the Contractor and the Contractor has demobilized. Descriptions of the anticipated work is specified in Section 01100, paragraph entitled "LOCATIONS AND ANTICIPATED WORK".

NOTE 9: Attention is directed to the Section 00700 CONTRACT CLAUSES entitled "ORDER LIMITATIONS" (FAR 52.216-19, Oct 1995) for Task Order limitations.

NOTE 10: Task Orders will be issued by electronic communications (e-mail or facsimile) by the Contracting Officer.

NOTE 11: All quantities are estimated and are to be used for evaluation purposes only. Estimated quantities of individual contract line items may vary significantly either up or down depending on the work required during the two-year contract period as long as the earnings limitations of the contract are not exceeded. No adjustment will be made to the contract price under the VEQ clause (FAR 52.211-18) since this is an IDIQ contract. The VEQ clause is inserted only for the authority to adjust quantities in each Task Order through a modification.

NOTE 12: Any travel and lodging costs of Contractor personnel shall be considered in the Contractor's pricing and shall be distributed among the individual Pricing Schedule line items.

NOTE 13: This Pricing Schedule is for evaluation purposes only to determine the lowest offeror.

NOTE 14: The unit "Job" as used in this Pricing Schedule is synonymous with the term "Lump Sum" used elsewhere within these plans and specifications.

NOTE 15: RAPID VENDOR PAYMENT: Web based instructions for the submission of invoices;  
<http://www.mvn.usace.army.mil/BusinessWithUs/Contracting/RapidVendorPayment.aspx>