

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. W9127824B0002-0002		3. EFFECTIVE DATE 12 APRIL 2024		4. REQUISITION/PURCHASE		5. PROJECT NO. (If applicable) CHC22010	
6. ISSUED BY Corps of Engineers 109 St. Joseph St. Mobile, AL 36602		CODE		7. ADMINISTERED BY (If other than item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)				<input checked="" type="checkbox"/>		9A. AMENDMENT OF SOLICITATION NO. W9127824B0002	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11) 22 MARCH 2024	
						10A. MODIFICATION 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 Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> 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)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input type="checkbox"/>	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						
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b)						
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input type="checkbox"/>	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 subject solicitation for: MOBILE HARBOR, ALABAMA, DEEPENING AND WIDENING – PHASE 2B MOBILE, ALABAMA Is modified in the following: REFER TO THE ENCLOSED REVISED SPECIFICATIONS FOR AMENDMENT NO. 0002 NOTE: THE RECEIPT OF PROPOSAL DATE IS HEREBY REVISED BY THIS AMENDMENT. REFER TO BLOCK 13.A OF THE ENCLOSED SF1442. Except as provided herein, all terms and conditions of the document reference 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 OFFICE (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		_____ (Signature of contracting officer)		_____ (Signature of contracting officer)		_____ (Signature of contracting officer)	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA	

PART I - REVISIONS MADE BY ADDED AND/OR REPLACEMENT PARAGRAPHS/PAGES/SECTIONS

The items listed below are to be replaced by the corresponding added and/or revised paragraphs/pages or sections. Added and/or revised paragraphs/pages or sections are indicated by a note in bottom right hand corner of each paragraph or page. Added sections are hereby made a part of the contract and are to be inserted in the specification in the proper numerical/alphabetical sequence.

Within the specifications, deletions from the specifications are indicated by strikethrough, e.g.: ~~deletions are marked with strikethrough~~ and additions to the specifications including revisions/substitutions are indicated in bold, italic and underlined, e.g.: **additions are indicated thus.**

<u>SECTION</u>	<u>Corresponding Added or Revised Paragraph Page, and/or Section</u>
SF1442	Revised Blocks 13.A and D as indicated herein.
01 00 01	Revised Paragraphs 2 and 29 as indicated herein.

Encl as stated

Replaced pages of the specifications as indicated in Part I.

SOLICITATION, OFFER AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	W9127824B0002	<input checked="" type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID <input type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL	22 MAR 2024	1		2
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.						
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NUMBER				
		CHC22010				
7. ISSUED BY	CODE	8. ADDRESS OFFER TO				
U.S. ARMY ENGINEER DISTRICT, MOBILE CONTRACTING DIVISION (CESAM-CT) 109 SAINT JOSEPH STREET MOBILE, AL 36628-0001	CT	SAME AS BLOCK 7				
9. FOR INFORMATION CALL :	a. NAME	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)				
	Chanda Strenth / Kristi Sutherland	(251) 441-5595 / (251) 441-6515				

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (*Title, identifying no., date*):

MOBILE HARBOR, ALABAMA, DEEPENING AND WIDENING – PHASE 2B, MOBILE, ALABAMA

*See Section 00 70 00, Paragraph "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK".

**** For information pertaining to submission of electronic bids and virtual bid opening, see clause 29 in Section 01 00 01.**

11. The contractor shall begin performance within ____*____ calendar days and complete it within ____*____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and ____**____ copies to perform the work required are due at the place specified in Item 8 by 1400 (**hour**) local time 24 APRIL 1 MAY 2024 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 120 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14.)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS



18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NUMBER										
DATE										
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20b. SIGNATURE				20c. OFFER DATE	

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 3204(a) () <input type="checkbox"/> 41 U.S.C. 3304(a) ()	
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print)	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. AWARD DATE

STANDARD FORM 1442 (REV12/2022) BACK

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1. BOARD OF CONTRACT APPEALS

The agency board of contract appeals having jurisdiction over all appeals from final decisions of the Contracting Officer under the Contract Disputes Act of 1978 is the Armed Services Board of Contract Appeals, Skyline Six, 5109 Leesburg Pike, 7TH Floor, Falls Church, Virginia 22041.

End of Paragraph

AMENDMENT 0002

2. REQUESTS FOR INFORMATION

Any questions about this solicitation, including technical questions about plans and specifications, shall be submitted via the Bidder Inquiry Portal in ProjNet at <https://www.projnet.org>. To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment/question will receive an acknowledgement of their comment/question via email, followed by an answer to the comment/question after it has been processed by our technical team. All timely questions and approved answers will be made available through ProjNet.

Questions shall be submitted no later than **APRIL 11 18, 2024** at 2:00 p.m. Central Time to allow time for a response, and amendment to the solicitation if necessary. On this date and time the portal will be closed.

For technical questions, no other means of communication, e-mail, fax, or telephone will be accepted. Oral exchanges between Offerors or Bidders and the government prior to award of the contract will not be binding. In addition to information available to Offerors or Bidders on the Bidder Inquiry Portal, any information concerning this solicitation will be furnished to all Offerors or Bidders as an amendment to the solicitation if the information is necessary to the submittal of offers or bids.

The Solicitation Number is: W9127824B0002

The Bidder Inquiry Key is: 3AZ2EU-55A5PT

Specific Instructions for ProjNet Bid Inquiry Access:

1. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.
2. Identify the Agency. This should be marked as **USACE**.
3. Key. Enter the **Bidder Inquiry Key** listed above.
4. Email. Enter the email address you would like to use for communication.
5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Specific Instructions for Future ProjNet Bid Inquiry Access:

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.

2. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.
3. Identify the Agency. This should be marked as **USACE**.
4. Key. Enter the **Bidder Inquiry Key** listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

Note: Questions/comments should be entered in the system one at a time. [Lists of questions uploaded into ProjNet, regardless of the format, will not be answered.](#)

Offerors are requested to review the solicitation and amendments in their entirety, as well as to review the Bidder Inquiry Portal for previous questions and responses, prior to submission of a new inquiry on the Portal.

CAUTION: ANY INQUIRY SUBMITTED AND ANSWERED WITHIN THIS SYSTEM, WILL BE ACCESSIBLE TO VIEW BY ALL INTERESTED OFFERORS OR BIDDERS ON THIS SOLICITATION.

The call center for the ProjNet operates weekdays from 8 AM to 5 PM U.S. Central Time Zone. The telephone number is 1-800-428-HELP.

End of Paragraph

AMENDMENT 0002

3. DESCRIPTION OF WORK

In general, the work for Phase 2b of the Mobile Harbor, Alabama Project shall consist of deepening and widening portions of the Lower Bay Channel and the northern limit of the Bar Channel.

NOTE: The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein. The cost of this work is estimated to be between \$25,000,000 and \$100,000,000.

End of Paragraph

4. PREAWARD INFORMATION

Each bidder shall furnish either with his bid or within 3 days after a request is made for submittal of preaward data a statement of whether he is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution, and giving such other information as will tend to show the bidder's ability to prosecute the required work. The "such other information" referred to above shall include but is not limited to the following:

- a. The name and address of the office or firm under which such similar work was performed. Include names and telephone numbers of personnel within each organization who are familiar with the prospective contractor's performance.

- b. A list of key personnel available for the instant project and their qualifications.
- c. A copy of bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that the financial condition is substantially the same, or if not the same, the changes that have taken place. Such statements will be treated as confidential.
- d. A list of present commitments, including the dollar value thereof, and name of office under which the work is being performed. Include names and telephone numbers of personnel within each organization who are familiar with the prospective contractor's performance.
- e. If the bid exceeds \$1,000,000 and the prospective contractor is a large business concern, he must submit a subcontracting plan in compliance with the Contract Clause entitled SMALL BUSINESS SUBCONTRACTING PLAN.

End of Paragraph

5. CONTRACT PRICES - BIDDING SCHEDULE

Payment for the various items listed in the Bidding Schedule shall constitute full compensation for furnishing all plant, labor, equipment, appliances, materials and bonds (performance and payment), and for performing all operations required to complete the work in conformity with the drawings and specifications. All costs for work not specifically mentioned in the Bidding Schedule shall be included in the contract prices for the items listed.

End of Paragraph

6. REQUIRED INSURANCE

The Contractor shall procure and maintain during the entire period of his performance under this contract, the following minimum insurance in accordance with the Contract Clause entitled "Insurance-Work on a Government Installation." Workmen's Compensation and Employers' liability Insurance:

Workmen's Compensation and Occupational Disease Coverage in accordance with statutory limits.
Employers' Liability Coverage with a minimum limit of \$100,000.

Comprehensive Automobile Liability Insurance:

Bodily injury coverage with minimum limits of \$200,000 per person and \$500,000 per occurrence. Property Damage Coverage with a minimum limit of \$20,000 per occurrence.

Comprehensive General Liability Insurance:

Bodily injury coverage with minimum limits of \$500,000 per occurrence.

End of Paragraph

7. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) This clause does not apply to terminations.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet."

End of Paragraph

8. U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385- 1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.usace.army.mil/Safety-and-Occupational-Health/EM-385-1-1-2008-Being-Revised/>. The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

End of Paragraph

9. AFFILIATED BIDDERS

(a) Business concerns are affiliates of each other when, either directly or indirectly, (1) one concern controls or has the power to control the other, or (2) a third party controls or has the power to control both.

(b) Each bidder shall submit with its bid an affidavit stating that it has no affiliates, or containing the following information.

(1) The names and addresses of all affiliates of the bidder.

(2) The names and addresses of all persons and concerns exercising control or ownership of the bidder and any or all of its affiliates, and whether they exercise such control or ownership as common officers, directors, stockholders, holding controlling interest, or otherwise.

Please check when applicable:

_____ The offeror certifies that it has no affiliates.

_____ The offeror certifies that it is affiliated with the concerns designated on an attached affidavit.

End of Paragraph

10. MANUALS AND PUBLICATIONS

Engineering manuals and Concrete Research Division Publications may be obtained from the addresses given below.

Engineering Manuals:

U. S. Army, Corps of Engineers
Publications Depot
2803 -52nd Avenue
Hyattsville, MD 20781-1102

Concrete Research Division Publications:

U.S. Army Engineer Waterways Experiment Station
ATTN: Publications Distribution Unit
P.O. Box 631
Vicksburg, MS 39180

End of Paragraph

11. BULLETIN BOARD

Immediately upon beginning of work under this contract, the Contractor shall provide at the job site a weatherproof glass-covered bulletin board for displaying the fair employment poster, wage rates, and safety

bulletins and posters. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire and police shall be posted. The bulletin board shall be located in a conspicuous place easily accessible to all and legible copies of the aforementioned data shall be displayed until work under the contract is completed. No direct payment will be made for the bulletin board.

End of Paragraph

12. LABOR REPORTS

The Contractor shall promptly furnish and shall cause any subcontractors to furnish in like manner within 7 days after the regular payment date of each weekly payroll to the Contracting Officer, a copy of such payroll together with a statement of compliance with respect to the wages paid each of its employees (which shall not be deemed to apply to persons in classifications higher than laborers and mechanics and those who are the immediate supervisors of such employees) engaged on the work. If the Contractor or any of his subcontractors fail to furnish copies of such payrolls, the Contracting Officer may disapprove all or part of any progress payment estimate for the period covered by such payrolls until they are received by him. The Contractor shall also prepare and furnish such labor reports as may be required by the Department of Labor.

End of Paragraph

13. PROTECTION OF MATERIAL AND WORK

The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies, and work performed are not adequately protected by the Contractor such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due him.

End of Paragraph

14. ENGLISH-SPEAKING REPRESENTATIVE

At all times when any performance of the work at any site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall have a representative present at each site who has the capability of receiving instructions in the English language, fluently speaking the English language and explaining the work operations to persons performing the work in the language that those performing the work are capable of understanding. The Contracting Officer shall have the right to determine whether the proposed representative has sufficient technical and bilingual capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

End of Paragraph

15. PROHIBITION AGAINST CONTRACTING WITH INDIVIDUALS OR ENTITIES DESIGNATED AS SIGNIFICANT NARCOTICS TRAFFICKERS

Pursuant to Executive Order 12978 entitled "Blocking Assets and Prohibiting Transactions with Significant Narcotic Traffickers" dated October 21, 1995, the offeror certifies that it has not and will not be involved in business transactions with individuals or business entities designated as significant narcotics traffickers under this Executive Order. For a current listing of specially designated nationals and blocked persons, contact the Office of Foreign Assets Control, Department of the Treasury, Washington, DC 22201; telephone 202/622-2420.

End of Paragraph

16. CONTRACTOR PAYMENT REQUEST

A copy of CESAM Form 1151 entitled PROMPT PAYMENT CERTIFICATION AND SUPPORTING DATA FOR CONTRACTOR PROGRESS PAYMENT INVOICE is included hereinafter, with instructions, following the Wage Rates. This form will be used in conjunction with the CONTRACT CLAUSE entitled PAYMENTS UNDER FIXEDPRICE CONSTRUCTION CONTRACTS. The contracting Officer will provide copies of the form to the Contractor upon request. The Contractor shall complete the form, sign the certification and submit it with each progress payment invoice.

End of Paragraph

17. PARTNERING

In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. This partnership would be bilateral in make-up and participation will be totally voluntary. Any cost associated with implementing this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

End of Paragraph

18. POTABLE WATER

Testing of all potable water storage facilities and dispensing systems with a storage capacity of ten or more gallons, will be conducted by an independent testing laboratory approved by the Contracting officer as follows:

- (1) Prior to the commencement of work.
- (2) Minimum of monthly, after start of work for the duration of the contract.
- (3) After any repairs or modifications are made to the potable water storage or dispensing systems.
- (4) After any intake of potable water into the storage system.

All samples shall meet state and local water quality standards for potable water. A copy of all test results will be forwarded to the Contracting Officer within seven working days for his review.

In the event a tested sample fails to meet state and local water quality standards, all dispensing outlets connected to the failing water storage shall be labeled as non-potable and other means of potable water shall be obtained until water quality can be provided to meet the required standards.

To insure potable water maintains water quality standards all portable potable water dispensing units shall be checked daily for cleanliness. All hoses used in the transfer of potable water shall be conspicuously marked and kept in such a manner as to keep them from being contaminated. These hoses shall be used for potable water transfer only.

End of Paragraph

19. PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES

(a) If known historical, archeological and cultural resources exist within the Contractor's work area, they have been designated on the contract drawings. The Contractor shall install protection for these resources as shown on the drawings and shall be responsible for their preservation during the contract.

(b) If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

End of Paragraph

20. WORK IN QUARANTINED AREA

The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such a quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5 and attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all subcontractors.

End of Paragraph

21. KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS

Any key in-house personnel, subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were

specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated key personnel, subcontractors, associates, or consultants.

End of Paragraph

22. ACCOMMODATIONS AND MEALS FOR INSPECTORS

a. The Contractor shall furnish regularly to inspectors on board the dredge or other craft upon which they are employed, a suitable separate room for office purposes. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, a chair for each inspector, and washing conveniences. The entire cost to the Contractor for furnishing, equipping, and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments to the Contractor.

b. If the Contractor maintains on this work an establishment for the subsistence of his own employees, he shall, when required, furnish the inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The Contractor will be responsible for collecting from all inspectors and other Government agents the following amount per person for each meal: Breakfast - \$2.25, Lunch - \$3.25 and Dinner - \$3.50.

End of Paragraph

23. SEAGOING BARGE ACT

The Seagoing Barge Act (46 U.S. C. 395 et seq.) applies to this project. In the event the low bidder contemplates using plant that requires U.S. Coast Guard certification to comply with this Act, the low bidder shall within 15 calendar days after bid opening submit a copy of said certificate to the Contracting Officer. Failure to produce the certificate within the required time shall subject the bidder to a determination of nonresponsibility.

End of Paragraph

24. DELIVERY, PROSECUTION AND TERMINATION

(a) The dredge and attendant plant shall be delivered by and at the expense of the Contractor to the Mobile District's navigation projects located in Mobile County, Alabama.

(b) The Contractor shall prosecute the work assigned him with faithfulness and energy, and at all times endeavor to meet the schedule of dredging operations as determined by the Contracting Officer.

(c) Upon termination of the lease, the plant will be released to the Contractor.

End of Paragraph

25. SUNDAYS, HOLIDAYS AND NIGHTS

Due to the nature of the work, a twenty-four (24) hour operation will be performed on a seven (7) day week schedule. Work shall be performed on days declared by Congress as holidays for per diem employees that fall within the work described above. Deviation from the work week contracted for will be subject to the approval of the Contracting Officer. -

Operation Day. The dredge, together with the necessary attendant plant and with adequate crew, shall be operated 24 hours per day on an optional shift basis.

End of Paragraph

26. RETAINAGE--SMALL BUSINESS SUBCONTRACTING REPORTING

Reference is made to contract clause(s) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) and 52.219-16, Liquidated Damages--Small Business Subcontracting Plan. In order to ensure compliance with these clauses, retainage will be withheld from progress payments due the contractor in an amount sufficient to protect the Government's ability to assess Liquidated Damages for failure to submit timely SF 294 and SF 295 reports.

The formula for retainage is as follows:

"Total dollar amount proposed for subcontracting to small business multiplied by percentage of actual progress on the contract, up to a maximum of 10% of the given progress payment, shall be withheld from the next progress payment due after a contractor fails to submit a required report. If one or more reports have been submitted before such failure, formula for determining the amount of retainage will be adjusted by deducting any amounts reported as subcontracted to small business from the total dollar amount proposed to be subcontracted and the difference multiplied by the percent of actual progress, up to a maximum of 10% of the given progress payment."

End of Paragraph

27. JOINT VENTURE BID REQUIREMENTS

When bidding as a Joint Venture, all members of the Joint Venture must sign all contract documents and must complete the Representations and Certifications unless a written agreement by the Joint Venture is furnished with the bid designating one firm with the authority to bind the other member(s) of the Joint Venture. In addition, a copy of the Joint Venture Agreement fully executed by both parties must be submitted with the bid. Failure to comply with the foregoing requirements may render the bid non-responsive. For 8(A) Joint Ventures, the Joint Venture shall also submit evidence that it has notified and discussed the proposed joint venture with its SBA Servicing Agency. Additionally, for 8(A) Set-aside procurements, all prospective Joint Ventures must comply with Title 13 Code of Federal Regulations (CFR) Part 124.513. Award to an 8(A) Joint Venture shall be contingent upon SBA approval of the 8(A) Joint Venture Agreement. For HubZone Set-Aside procurements, and awards to HUBZone small business concerns, a HUBZone Joint Venture must comply with 13 CFR 126.616.

End of Paragraph

28. SMALL BUSINESS SUBCONTRACTING PLAN

(a) This clause does not apply to small business concerns.

(b) Offerors who are large businesses, upon request by the Contracting Officer, shall submit a subcontracting plan in accordance with the contract clause in Section 00 70 00, FAR 52.219-9, Small Business Subcontracting Plan.

(c) Approval of subcontracting plan by the Contracting Officer will be contingent upon providing a plan that includes realistic goals and makes a good faith effort to acquire services and supplies from small businesses

End of Paragraph

AMENDMENT 0002

29. PROCEDURES FOR SUBMISSION OF BIDS AND VIRTUAL BID OPENING

In accordance with FAR 14.202-8 and FAR Part 4.5, bidders will be required to submit their bids in response to this IFB solicitation by 2:00 pm CST on ~~24 APRIL~~ **1 MAY 2024** via electronic means, to include bid bonds. Physical copies of bid bonds will not be required to be submitted unless otherwise requested by the Contracting Officer at a later date. Bidders that are interested in submitting bids will use the U.S. Army Corps of Engineers via Procurement Integrated Enterprise Environment (PIEE) website (<https://piee.eb.mil/xhtml/unauth/home/login.xhtml> OR- <https://wawf.eb.mil> -OR- <https://piee.eb.mil>). Emailed submissions of bids are not permitted and will not be accepted under any circumstances. The Government must receive your bid no later than the time and date specified in Block 13 of SF 1442. The PIEE system notification must show the bid submission prior to the specified time. Any and all amendments to the solicitation shall be acknowledged by signing on each amendment (SF30) and by completing Block 19 of the SF 1442. Offerors shall confirm bid receipt by emailing the Points of Contact listed on the SF1442.

The public bid opening will be held virtually on ~~24 APRIL~~ **1 MAY 2024** at 2:45 pm CST. Interested parties are welcome to participate by joining the teleconference call via WebEx. The details of the teleconference are provided below:

Phone Number: 844-800-2712

Access Code: 1990707194

Security Code: 1111

End of Paragraph

AMENDMENT 0002