

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 14-May-2010	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS OPERATION ENDURING FREEDOM APO AE 09356		CODE W5J9JE	7. ADMINISTERED BY (If other than item 6) See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W5J9JE-10-R-0071
			X	9B. DATED (SEE ITEM 11) 15-Apr-2010
				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 checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>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:</p> <p>(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.</p>				
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.)				
<p>The purpose of this Amendment is to revise Sections 00010, 00150, 01010, 01015; and update FAR clauses 52.211-10 Commencement, Prosecution, and Completion of the Work, and 52.211-12 Liquidated Damages - Construction. See Summary of Changes.</p>				
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)		14-May-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 22-May-2010 02:00 PM to 27-May-2010 02:00 PM.

The following have been modified:

**SECTION 00010
PROPOSAL SCHEDULE**

<i>No.</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Amount</i>
Base Bid Items Proposal:					
0001	DESIGN PROGRAM				
0001A	Site Survey/A-E Design	1	LS	xxx	\$ _____
0001B	As-Built Drawings	1	LS	xxx	\$ _____
0002	SITE DEVELOPMENT/IMPROVEMENTS				
0002A	Mob/Demobilization	1	LS	xxx	\$ _____
0002B	Site Improvement/Grading	1	LS	xxx	\$ _____
0002C	Geo-technical Investigation	1	LS	xxx	\$ _____
0002D	Demolition and Removal of Materials/Structures	1	LS	xxx	\$ _____
0003	FACILITIES (Segment 1, 2, & 3 – approximately 12km)				
0003A	Subgrade Preparation	12	km	\$ _____	\$ _____
0003B	Sub-Base	12	km	\$ _____	\$ _____
0003C	Base Course	12	km	\$ _____	\$ _____
0003D	Hot-Mix Asphalt	12	km	\$ _____	\$ _____
0003E	Structures	1	LS	xxx	\$ _____
0004	FACILITIES (Segment 4, 5, & 6 – approximately 8.5 km)				
0004A	Subgrade Preparation	8.5	km	\$ _____	\$ _____
0004B	Sub-Base	8.5	km	\$ _____	\$ _____
0004C	Base Course	8.5	km	\$ _____	\$ _____
0004D	Hot-Mix Asphalt	8.5	km	\$ _____	\$ _____
0004E	Structures	1	LS	xxx	\$ _____
0005	DBA INSURANCE				
0005A	DBA Insurance	1	LS	xxx	\$ _____
TOTAL PROPOSAL FOR ALL ITEMS: (total of all above costs in the Base)					\$ _____

INTERIM PERIOD OF PERFORMANCE

Interim Period of Performance completion date and liquidated damages for completion of specific construction activities are provided below. Liquidated Damages will be assessed if any one item below is not completed by 1 December 2010.

Description	Construction Completion Date	Liquidated Damages Assessed if Interim Period of Performance is missed
Design and Construction ready for use of Segments 1, 2 and 3	1 Dec 10	\$560.00

It should be emphasized that the durations described above represent minimum requirements. The Contractor is encouraged to present alternate approaches that will deliver the construction program in less time.

PROPOSAL SCHEDULE NOTES

1. Offeror shall submit prices on all items. Scope of work on each items are described in Section 01010. The quantities shown in the bid schedule shall take precedence and be used for developing the proposal.
2. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a lump sum contract. This Proposal Schedule is an accounting tool for allocating funds to applicable budget.
3. Costs associated with this project shall include design and construction costs, site development, and utility installation.
4. DESIGN COSTS DEFINITION: Design costs shall consist of design analysis, drawings, and specifications for all facilities.
5. COST LIMITATION: The established design cost limitation for all Design Costs, as defined in paragraph 4, shall not exceed 6 percent of the total construction cost.
6. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES: See Section 00150 for performance schedule and liquidated damages. Period of performance is defined as the number of calendar days from receipt of notice to proceed. Liquidated damages are assessed at the stated rate per day for every day of delay past the period of performance until contract completion for the Base Items.
7. DBA INSURANCE
The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamp "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid.
8. Abbreviations:

LS = Lump Sum
km = kilometers

-END OF SECTION-

SECTION 00700 - CONTRACT CLAUSES

The following have been modified:

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and c) complete Segments 1, 2, and 3 ready for use not later than **1 Dec 2010**, and (d) complete Segments 4, 5, and 6 ready for use not later than **529 calendar days after notice to proceed**.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,397.09** for each calendar day of delay until the work is completed or accepted. (See Section 00010 for Interim Period of Performance liquidated damages)

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

A. TECHNICAL SECTION CHANGES:

1. Section 00150, Paragraph 2.2 Design Phase is changed to read as follows:

“2.2 DESIGN PHASE

This project has an Interim Completion date for Segments 1, 2 and 3 of 1 December 2010; and a Final Completion date based on a performance period of 529 days for Segments 4, 5 and 6.

For Segments 4, 5 and 6 the successful DB contractor shall develop and submit for formal review four submittals per Paragraph 2.2.1 below and corresponding Section 1335 Design Submittal requirements.

For Segments 1, 2 and 3, the successful DB contractor is highly encouraged to consider and suggest sub-phases of these Segments, to accomplish field investigations, design and construction, such that the work will be completed by 1 December 2010. For these Segments, the Contractor is highly encouraged to combine Design Phases noted in Paragraph 2.2.1 below and Section 1335 in order to move more quickly through the Design Submittal review and approval process and begin construction of Segments 1, 2 and 3.

The DB contractor is encouraged to develop and submit multiple cost saving proposals for innovative design alternatives.”

2. Section 00150, Paragraph 4.0 “Project Schedule” is changed to read as follows:

“4.0 PROJECT SCHEDULE:

The following is an internal design schedule and is subject to modification by the Offeror to suit their particular method of operation. Overall time constraints are required and cannot be changed except by contract modification. Prospective offerors shall be required to submit a complete schedule for design and construction that meets or exceeds the overall time goals of the Government for this project and incorporates the Interim Design and Construction Period of 1 December 2010 for Segments 1, 2 and 3.

Notice to Proceed (NTP)	following Contract Award (upon written notification)
Design Phase - Basic	
Services Pre-design Meeting	within 7 days from NTP
Preliminary Design Submittal Due	within 45 days following NTP
Design Submittal Due	within 90 days following NTP
Incorporate Changes to Submittal	within 21 days following receipt of comments
Build Phase Authorization for Remainder of Work	Upon approval of design submittal
<u>Interim Design and Construction Period</u>	<u>1 December 2010</u>
Total Design and Construction Period	529 days (performance period includes design and construction phases)

3. Section 00150, Paragraph 5.0 Liquidated Damages is changed to read as follows:

“5.0 LIQUIDATED DAMAGES:

Liquidated damages in the amount of \$1,400.00 every calendar day of delay shall be assessed and charged to the Contractor. (See Section 00010 for Interim Period of Performance liquidated damages.)

All days are in calendar days.

4. Section 01010, Part 1 – GENERAL is changed to read as follows:

“PART 1 GENERAL:

This solicitation is for a design-build contract to construct six (6) segments of road as described within this scope of work. This work includes, but is not limited to, the survey, design, and construction of a 7m-wide asphalt carriageway with 1.5m asphalt shoulders for approximately 20 Km of road in the vicinity of Bagram located in the Parwan Province of Afghanistan. The road shall be a “Major Road” as defined in

the “Islamic Republic of Afghanistan Ministry of Public Works Interim Road and Highway Standards” dated 21 March 2005, and constructed consistent with industry practices and standards referenced in this document to include, but not be limited to, sub-grade preparation, sub-base and base course construction, prime and tack coats, Hot-Mix Asphalt (HMA) placement, drainage structures, shoulders, curbs and sidewalks, striping and traffic signs. The pavement section shall consist of the following materials and minimum thicknesses; HMA 100mm, Base Course 200mm, Sub-Base Course 200mm, and Scarify and Compacted In Place Sub-Grade 150mm. These stated thicknesses are only minimum requirements and shall be increased as necessary per Section 01015 requirements to meet the design load, the Base Course and Sub-Base Course design strength parameters, and existing geotechnical conditions. The contractor is to construct a perimeter road surrounding Bagram Air Field (BAF) by connecting road segments together. Road segments are described below; all coordinates are approximate locations. See Appendix A for a map of the road segments.

Portions of the road were under construction when the contract was terminated. Other sections have deteriorated since construction. As such, each segment can include different site conditions. For example, the segments may include any or all of the following:

- An existing dirt road without any development
- existing compacted sub-grade
- existing storm water structures
- existing asphaltic sections with areas of deterioration
- existing villager homes\businesses that obstruct a line of sight for traffic

Prior to starting the work, the contractor shall submit to the contracting officer for verification the actual starting and ending coordinates, gathered in the field by the contractor’s survey team. Within seven (7) business days of receipt of said coordinates AED shall notify the contractor of the receipt and whether AED concurs with them as the field-verified starting and ending coordinates. Along with the coordinates, the contractor shall also submit photographs that clearly show the start and end points at all road segment intersections.

The contractor shall develop the proposed roadway alignment and survey generally based upon existing roadway alignment, adjusting the alignment and profile to meet applicable design standards. The contractor shall straighten the road where practical. To meet force protection requirements, the alignment must maintain a minimum of 100-meters clear sight distance for the entire length of the road. No construction activity shall be allowed until the Contracting Officer has approved the proposed roadway alignment and profile.

For each of the following, include specific site conditions described above.

- (1) Segment one is an existing dirt road approximately 1.57 Km in length beginning at coordinates 69.298091E, 34.947831N and proceeding Southeasterly, ending at coordinates 69.3044E, 34.9365N.
- (2) Segment two is an existing dirt road approximately 3.3 Km in length beginning at coordinates 69.3044E, 34.9365N and proceeding Westerly, ending at coordinates 69.2752E, 34.9242N.
- (3) Segment three is an existing dirt road approximately 3.3 Km in length beginning at coordinates 69.2752E, 34.9242N and proceeding Westerly for approximately 1.3 Km, then curving toward the Southwest, ending at coordinates 69.2522E, 34.9102N and connecting with the existing paved road in that vicinity.

(4) Segment four is primarily an existing dirt road, but does have some gravel sections. The length is approximately 2.25 Km beginning at coordinates 69.2360E, 34.93478N and proceeding South Easterly for approximately 1 Km, then curving toward the South West, ending at coordinates 69.2364E, 34.9168N.

(5) Segment five is an existing paved road approximately 7.5 Km in length beginning at coordinates 69.2360E, 34.9347N and proceeding Southwesterly, ending at coordinates 69.1663E, 34.9043N. The portion between coordinates 69.2360E, 34.9347N and 69.2109E, 34.9241N appears to be in good condition, but does not meet MRRD standards for built up areas. The contractor shall improve this portion of road to meet required standards, including curbs and sidewalks.

(6) Segment six is an existing paved road approximately 2.0 Km in length beginning at coordinates 69.2276E, 34.9489N and proceeding Southeasterly, ending at coordinates 69.2360E, 34.9347N. The condition of this road varies from good to poor, so different levels of effort will be required to bring the road into compliance with MRRD standards.

INTERIM PERIOD OF PERFORMANCE

This project has an Interim Completion date for Segments 1, 2 and 3 of 1 December 2010; and a Final Completion date based on a performance period of 529 days for Segments 4, 5 and 6.

For Segments 1, 2 and 3, the successful DB contractor is highly encouraged to consider and suggest sub-phases of these Segments, to accomplish field investigations, design and construction, such that the work will be completed by 1 December 2010. For these Segments, the Contractor is highly encouraged to combine Design Phases noted in Section 00150, Paragraph 2.2.1, and Section 01335 in order to move more quickly through the Design Submittal review and approval process and begin construction of Segments 1, 2 and 3.

For Segments 4, 5 and 6 the successful DB contractor shall develop and submit for formal review four submittals per Section 00150, Paragraph 2.2.1, and the corresponding Section 01335 Design Submittal requirements.

The contractor shall replace all existing bridges, culverts, erosion control structures, retaining walls, and causeways and design and construct any additional necessary drainage/retainage structures. All structures shall be designed and constructed as required in accordance with the referenced design guides. All design parameters shall be in accordance with Section 01015. The contractor shall minimize the use of culverts and maximize the use of low water crossings in the road design. Where culverts must be used the contractor must install culvert denial systems on all culverts. Examples of acceptable culvert denial systems are included as Appendix B. The contracting officer shall approve all culvert denial systems before the contractor installs those systems.”

5. Section 01010, PART 3 PERFORMANCE PERIOD is changed to read as follows:

“PART 3 - PERFORMANCE PERIOD: Segments 4, 5 and 6 of construction under this contract shall be completed within 529 calendar days from the Notice to Proceed. Segments 1, 2 and 3 of construction have an Interim Completion date of 1 December 2010.”

6. Section 01010, PART 4 LIQUIDATED DAMAGES is changed to read as follows:

“PART 4 - LIQUIDATED DAMAGES: Liquidated damages in the amount of \$1397.09 for every calendar day of delay shall be assessed and charged to the contractor. (See Section 00010 for Interim Period of Performance liquidated damages.)”

7. Section 01015, Paragraph 2.2.1.1.2 Aggregate Base Course is changed to read as follows:

“2.2.1.1.2 AGGREGATE BASE COURSE

ABC coarse aggregate shall not show more than 50 percent loss when subjected to the Los Angeles abrasion test in accordance with ASTM C 131. Material shall have a California bearing ratio of at least 50 as determined by laboratory test on a four day soaked specimen in accordance with ASTM D 1883; compact the specimen in accordance with ASTM D 1557, Method B, C, or D. The amount of flat and elongated particles shall not exceed 30 percent. A flat particle is one having a ratio of width to thickness greater than 3; an elongated particle is one having a ratio of length to width greater than 3. In the portion retained on each sieve specified, the crushed aggregates shall contain at least 50 percent by weight of crushed pieces having two or more freshly fractured faces with the area of each face being at least equal to 75 percent of the smallest midsectional area of the piece. When two fractures are contiguous, the angle between planes of the fractures shall be at least 30 degrees in order to count as two fractured faces. Crushed gravel shall be manufactured from gravel particles 50 percent of which, by weight, are retained on the maximum size sieve listed below:

GRADATION OF AGGREGATES

Percentage by Weight Passing Square-Mesh Sieve

Sieve

Designation	No. 2

50.0 mm	----
37.5 mm	100
25.0 mm	60-100
12.5 mm	30-65
4.75 mm	20-50
2.00 mm	15-40
0.425 mm	5-25
0.075 mm	0-8

(End of Summary of Changes)