

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 13-Jun-2011	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY AFGHANISTAN DISTRICT SOUTH (AES) US ARMY CORPS OF ENGINEERS APO AE 09355	CODE W5J9LE	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. W5J9LE-11-R-0031	
		X	9B. DATED (SEE ITEM 11) 19-May-2011	
			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. 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 CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
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.) PROJECT NO. AES-11-014 IDIQ MATOC for CONSTRUCTION SERVICES, SOUTHERN AND WESTERN AFGHANISTAN. Contract Specialist: Raquel Blankenhorn, Raquel.O.Blankenhorn@usace.army.mil AND TAS.Contracting@usace.army.mil Solicitation No. W5J9LE-11-R-0031 is hereby amended to incorporate changes stated on the continuation pages.				
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 _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 13-Jun-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been added by full text:

AMENDMENT 0003

The purpose of W5J9LE-11-R-0031 Amendment 0003 is to revise and clarify the requirement for Payment and Performance Bonds for both the Basic MATOC and the Seed Project – Attachment 1 (Task Order).

The proposal is extended from Tuesday, 21 Jun 2011 to Thursday, 23 Jun 2011, as a result of Amendment 0003.

No further questions shall be accepted by the Government, in accordance with Section 00100 Instructions to Offerors, 1.1.

Section 00010 is hereby replaced in its entirety, and attached herein.

The following FAR Clauses are hereby incorporated:

52.228-2, ADDITIONAL BOND SECURITY (OCT 1997)

52.228-11, PLEDGES OF ASSETS (SEP 2009)

52.228-12, PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

52.228-15, PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (OCT 2010)

Paragraph 1.20 Bonding Requirements under the Special Contract Requirements is hereby re-incorporated as follows:

1.20 BONDING REQUIREMENTS

The Contracting Officer shall determine if performance and payment bonds are required at the task-order level, except as provided in the seed project. If required, the Contractor will provide a performance and a payment bond in an amount not to exceed 30% of the minimum guaranteed amount (in U.S dollars) for the task order. When the next subsequent task order is issued, the contractor will be required to either increase the penal amounts of the existing bonds or obtain additional or new bonds such that the penal amounts of the performance and payment bonds each equal 30% the percentage of the task order price provided in the RFP for such task order. Alternatives in lieu of corporate or individual sureties: the following alternatives for Payment and Performance Bonds will be accepted for the task order: United States bonds or notes, or Certified or cashier's checks, or bank drafts, money orders, or currency, or Irrevocable Letter of Credit, any of which provided shall be in the amount of 30% of the task order price.

The Contractor shall furnish all executed bonds and alternatives no later than 10 days of Task Order award.

The following response to Q.50. from Amendment 0002, is hereby amended to read:

Q.50. (AMENDMENT 0002) In regard to the Solicitation Special Contract Requirements Section 1.41, Irrevocable Letter of Credit: The 3rd paragraph of this section states that the ILC is required for a minimum of 30% and at the KO's discretion, up to 100%. What is the requirement for the 'seed' project, ANA 215th MI/MP/Courthouse at Camp Shorab?

A.50. (AMENDMENT 0003 REVISED RESPONSE) The Contracting Officer has determined that Payment and Performance Bonds are required for the Seed Project. Per FAR 28.204 Alternatives in lieu of corporate or individual sureties: the following alternatives for Payment and Performance Bonds will be accepted for the seed task order, United States bonds or notes, or Certified or cashier's checks, or bank drafts, money orders, or currency, or

Irrevocable Letter of Credit, any of which provided shall be in the amount of 30% of the seed task order proposed price. See 1.20 above.

SECTION 00010 - SOLICITATION CONTRACT FORM

The performance payment bonds has changed from No to Yes.
The performance payment bonds calendar days 10 has been added.

SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-11 PLEDGES OF ASSETS (SEP 2009)

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--
 - (1) Pledge of assets; and
 - (2) Standard Form 28, Affidavit of Individual Surety.
- (b) Pledges of assets from each person acting as an individual surety shall be in the form of--
 - (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form); and/or
 - (2) A recorded lien on real estate. The offeror will be required to provide--
 - (i) A mortgagee title insurance policy, in an insurance amount equal to the amount of the lien, or other evidence of title that is consistent with the requirements of Section 2 of the United States Department of Justice Title Standards at http://www.usdoj.gov/enrd/2001_Title_Standards.htm. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded

encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (OCT 2010)

(a) Definitions. As used in this clause—

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be **30 percent** of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be **30 percent** of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal **30 percent** of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds and alternatives in lieu of corporate or individual sureties/bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular

570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

(End of Summary of Changes)

**SECTION 00010
PROPOSAL SCHEDULE – AMENDMENT 0003**

The Contractor shall provide a price for all items. The Government will award in accordance with the lowest price technically acceptable process in the basic contract which will be evaluated including the base item.

No.	Description	Qty	Unit	Unit Price	Total Amount
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BASE PROPOSAL:

0001 GENERAL

0001A	Mobilization/Demobilization	1	LS	XXX	\$ _____
0001B	Security	1	LS	XXX	\$ _____

0002 DESIGN PROGRAM

0002A	Site Survey/Existing Conditions Map	1	LS	XXX	\$ _____
0002B	A/E Design	1	LS	XXX	\$ _____
0002C	Geotechnical Investigation	1	LS	XXX	\$ _____
0002D	As-Built Drawings	1	LS	XXX	\$ _____

0003 FACILITIES

0003A	Battalion Headquarters	1	EA	\$ _____	\$ _____
0003B	Courthouse	1	EA	\$ _____	\$ _____
0003C	Admin Building	1	EA	\$ _____	\$ _____
0003D	Officers Barracks	1	EA	\$ _____	\$ _____
0003E	Small Officers Barracks	1	EA	\$ _____	\$ _____
0003F	NCO Barracks	1	EA	\$ _____	\$ _____
0003G	Combination NCO/Enlisted Barracks	1	EA	\$ _____	\$ _____
0003H	Small Latrine	3	EA	\$ _____	\$ _____
0003J	Small Arms Storage Building	2	EA	\$ _____	\$ _____
0003K	Battalion Storage Building	2	EA	\$ _____	\$ _____
0003L	Training Building	8	EA	\$ _____	\$ _____
0003M	Classroom Building	2	EA	\$ _____	\$ _____
0003N	Flag Poles	3	EA	\$ _____	\$ _____
0003P	Trash Collection Points	6	EA	\$ _____	\$ _____
0003Q	Motor Pool Areas	2	EA	\$ _____	\$ _____
0003R	POL Storage	2	EA	\$ _____	\$ _____
0003S	Vehicle Maintenance Building	2	EA	\$ _____	\$ _____

0004	FORCE PROTECTION					
0004A	Personnel Bunkers	10	EA	\$ _____	\$ _____	
0005	SITE DEVELOPMENT/IMPROVEMENTS					
0005A	Site Grading and Stormwater Management	1	LS	XXX	\$ _____	
0005B	Foot Paths and Firelanes	1	LS	XXX	\$ _____	
0005C	Water Distribution System	1	LS	XXX	\$ _____	
0005D	Wastewater Collection System	1	LS	XXX	\$ _____	
0005E	Site Electrical Distribution System	1	LS	XXX	\$ _____	
0005F	Communication System	1	LS	XXX	\$ _____	
0006	HOME OFFICE (G&A)					
0006A	G&A Expressed as a Percentage	1	%	XXX	% _____	
0006B	G&A Expressed in Dollars	1	LS	XXX	\$ _____	
0007	REIMBURSEMENT FOR ACTUAL PERFORMANCE AND PAYMENT BONDS PREMIUMS					
	(see schedule note 8 of additional information)	1	LS	XXX	\$ _____	(Not to Exceed)
0008	DBA INSURANCE					
0008A	DBA Insurance	1	LS	XXX	\$ _____	

The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice 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 actual premium amounts paid.

TOTAL PROPOSAL: \$ _____

PROPOSAL SCHEDULE NOTES

- 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.
- Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a single 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. The government has the right to reduce the number of units in a bid item or choose to delete a base bid item entirely if necessary after the proposals are received.
6. ORDER of WORK: The following order of work shall apply before start of bid items:
See Section 00150 for Order of Work.
7. 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.
8. Notwithstanding the Contract Clause entitled "Payments Under Fixed-Price Construction Contracts," the Contractor shall not be reimbursed an amount which exceeds the dollar amount set forth in **bid item 0007**.
9. Abbreviations:
 - LM = Linear meters
 - SM = Square meters
 - EA = Each
 - LS = Lump Sum
 - m² = square meters
 - kPa = kilopascals
 - m = meters
 - mm = millimeters
 - cm = centimeters
 - l = liters
 - kVA = kilo volt amps

-END OF SECTION-