

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 14-Aug-2008	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) 1 7
6. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356		CODE W917PM	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W917PM-08-R-0089	
			X	9B. DATED (SEE ITEM 11) 24-Jul-2008	
				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.					
<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>Khaw arakay to Puli Alam Road, Logar Province, Afghanistan</p> <p>Delete Far Clause 52.211-12 Liquidated Damages amount of \$2,300.00 and replace with liquidated Damages amount of \$1,500.00.</p> <p>Delete Section 00010 Proposal Schedule and Section 01010 Scope of Work in their entirety and replace with the attached Section 00010 Proposal Schedule and Section 01010 Scope of Work.</p> <p>CD's with drawings may be picked up at Qalaa house at your convenience.</p> <p>All other terms and conditions remain unchanged.</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-Aug-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The following have been added by full text:

SCHEDULE

CLIN No.	Description:	Quantity:	Unit:	Price:		
0001	<u>DBA Insurance:</u>	1	LS	\$ _____		
0002	<u>Design:</u>					
000201	Survey	1	LS	\$ _____		
000202	Design / As-Built Drawings	1	LS	\$ _____		
0002 Total Design:				\$ _____		
0003	<u>Mobilization & Demobilization:</u>					
000201	Mobilization / Demobilization	1	LS	\$ _____		
0004	<u>Site Development (Construction):</u>					
	Gravel Width:	Approximate Length:	Asphalt Thickness:	Quantity:	Unit:	Price:
000401	6m	39km	N/A	1	LS	\$ _____
0005	<u>Construct 7m wide gravel road</u>					
	<u>Option 1:</u>					
	Gravel Width:	Approximate Length:	Asphalt Thickness:	Quantity:	Unit:	Price:
000501	7m	39km	N/A	1	LS	\$ _____
0006	<u>Construct 7m wide asphalt paved road</u>					
	<u>Option 2:</u>					

000601	7m	39km	100	1	LS	\$ _____
--------	----	------	-----	---	----	----------

TOTAL BASE PROPOSAL (CLINS 0001 + 0002 + 0003 + 0004):		\$ _____
---	--	----------

The following have been added by full text:

SECTION 00010

SECTION 00010

PART 1 - GENERAL:

1.1. PROPOSAL SCHEDULE: The Contractor shall provide a price for all items, including those labeled, "Options." The Government will evaluate the Contractor's entire proposal to determine which proposal represents the best value to the Government. See schedule at the end of this section.

1.2. INSTRUCTION TO OFFERORS:

1.2.A. Offeror shall submit prices on all items, including all schedules.

1.2.B. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a firm fixed price contract. This project will be awarded as a lump sum contract. This Proposal Schedule is an accounting tool for allocating funds to applicable budget.

1.2.C. All costs associated with this project (i.e., security, insurance, structures, etc.) shall be included in the line items in the bidding schedule.

1.2.D. Period of performance for this effort is 660 calendar days from receipt of notice to proceed for the base. Liquidated damages will be assessed at \$1,500.00 per day for every day of delay past the 660 calendar day period of performance for the base contract until contract completion.

1.2.E. Requests for information (RFI) must be submitted no later than five (5) business days before the proposal due date of 06 Sep 2008. Any RFI submitted after this date will not be acknowledged.

PART 2 - PRODUCTS: (NOT APPLICABLE)

PART 3 - EXECUTION: (NOT APPLICABLE)

-- END OF SECTION --

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

SECTION 01010

SECTION 01010

SCOPE OF WORK

PART 1 - GENERAL:

The scope of this project includes the survey, design and construction of a 7m wide gravel road, with 1.5m gravel shoulders and four options to pave the road in 10km sections (100mm thickness) from Khawarakay (68.8202 E, 33.7727 N) to Puli Alam (69.0505 E, 33.9616 N) in the Logar Province of Afghanistan. The current road alignment, Khawarakay to Puli Alam, is approximately 39km.

Prior to starting the work, the contractor shall submit to AED - Kabul, for verification, the actual starting and ending coordinates, gathered in the field by the contractor. The contractor will be notified within seven (7) business days of receipt of said coordinates if AED concurs with them as the field-verified starting and ending coordinates.

The work within this contract shall also meet and be constructed in accordance with the Ministry of Rural Rehabilitation and Development (MRRD) "Standard Drawings" Ministry of Public Works (MPW), and "Islam Republic of Afghanistan Ministry of Public Works Interim Road and Highway Standards" dated 21 March 2005 or latest edition, and safety and security standards and other references as stated in Section 01015 "Technical Requirement". In the event of discrepancies between the contract documents and the MRRD / MPW Standards, the requirements of this contract take precedence.

1.1. ENGLISH LANGUAGE REQUIREMENT: All Information shall be presented in English. The Contractor shall have a minimum of one English-speaking representative to communicate with the Contracting Officer Representative (COR) at all times.

1.2. COMMUNITY RELATIONS PLAN: Contractor is required to submit and implement a Community Relations Plan which includes the following:

1.2.A. Identify all communities along the route within 5 kilometers of the new road alignment.

1.2.B. Hold initial meetings with local and provincial officials and the local PRT Commander to discuss the project and the Community Relations Plan.

2.B.1. Hold an initial organizational kick-off meeting with each village.

2.B.2. Hold regularly scheduled monthly meetings with the communities. Ensure that there is representation from all major tribal elements.

2.B.3. Determine the number of available skilled and unskilled workers in the region.

2.B.4. Solicit comments and concerns about the project.

2.B.5. Provide meeting minutes to the Contracting Officer's Representative:

2.B.5.a. Include names and phone numbers of community leaders in attendance.

2.B.5.b. Issues that were discussed, proposed solutions to issues, and an assessment and commentary of the community's support of the project.

2.B.5.c. Meeting minutes shall be provided to the Contracting Officer Representative within seven (7) days after the meeting is held.

1.2.C. Contractor's plan to actively and continuously solicit community support for the project.

1.3. CQM TRAINING REQUIREMENT: Before project design and construction begin, the Contractor's Quality Control Manager is required to have completed the U.S. Army Corps of Engineers CQM course, or approved equivalent. The Construction Trades Training Center (CTTC) in Jalalabad, Afghanistan provides a course that satisfies the requirement. Courses are offered at regular intervals. For enrollment and course information contact CTTC at the following:

1.3.A. Mhd. Haris

e-mail: mharis@afghanreconstruction.org

Telephone: 0700 08 0602

1.3.B. Pervaiz

e-mail: adpzmuj@yahoo.com

Telephone: 0700 61 3133

1.3.C. USACE Guide Specification 01451, entitled "Contractor Quality Control", 3.5.D. requires approval of the Contractor's CQC Plan. That approval is contingent upon the successful completion of this course by the Contractor's Quality Control Manager.

PART 2 - UNEXPLODED ORDNANCE (UXO)

2.1. UXO REMOVAL AND CLEARANCE: The contractor is not responsible for the clearance or removal of mines and unexploded ordnance (UXO) from the site prior to the commencement of construction.

2.1.A. It is the responsibility of the Contractor to be aware of the risk of encountering UXO/mines and to take all actions necessary to assure a safe work area to perform the requirements of this contract. The Contractor assumes the risk of any and all personal injury, property damage or other liability arising out of or resulting from any Contractor action taken hereunder. The Contractor and its subcontractors may not handle, work with, move, transport, render safe, or disarm any UXO/mine, unless they have appropriate accreditations from the MAC.

2.1.B. If a UXO/mine is encountered during project construction, UXO/mine disposal shall be handled in accordance with Section 01015, Technical Requirements.

PART 3 - SUMMARY OF WORK: The contractor shall design and construct roads in accordance to the Afghanistan "Standard Drawings Revision -1" by the Ministry of Rural Rehabilitation and Development (MRRD) and the Ministry of Public Works (MPW). The design phase of the project shall consist of 4 design submittal stages:

- Phase 1: The 15% survey submittal shall include a full topographical survey, with accurate existing horizontal and vertical layout, profiles, existing drainage structures, and cross sections.

The contractor shall survey cross section of all rivers, streams and wadis 25m from the centerline of the road. The Contractor shall, as part of their survey, conduct inspections and evaluations of all existing drainage structures and provide their findings and recommendations in a report as part of this submission. The report shall describe the structure i.e., length, width, height, materials, etc. and contain a photo. The report should have recommendations, for each structure, on whether it should be replaced, rehabilitated, or remain in place as is. Structures not recommended for replacement must have sufficient evidence (provided by the contractor by a competent engineer) in the report that shows by calculations that the culvert is properly sized hydraulically and is structurally capable of handling the design load and dead load of all required road layers.

- Phase 2: The 50% design submittal where the designs shall include the plan and profile (P&P) views and cross-sections at every 50m, proposed retaining walls and drainage structure locations. All design submittals shall comply with section 1335.
- Phase 3: The 90% plans shall have all plan requirements; Technical, Plan and Profile, cross-sections and detailed drawings of all structures.
- Phase 4: The 100% design phase in which all comments and changes shall be incorporated in the final design package.

3.1. CONTRACTOR REQUIREMENTS: The Contractor shall accomplish required work at the aforementioned site within the contract and shall be in accordance with the requirements stated in Section 01015: TECHNICAL REQUIREMENTS and others sections herein. Refer to Section 01015 for further direction. Contractor shall report to the Contracting Office Representative (COR) progress of the project in weekly progress reports that include, but are not limited to, required submittals, work being performed, quantity of blasting and excavation, current location of ongoing construction, photographs, climate data, equipment on site, safety issues, security issues, number of workers and type of work being performed.

3.1.A. Roads and Pavements: Road design and construction shall be in accordance with the MRRD and MPW Standards, latest edition, and based upon criteria included in Section 01015. In the event of discrepancies between the contract documents and the MRRD / MPW Standards, the requirements of this contract take precedence. Contractor is responsible for all required soil testing and surveying for pavement, structures, surface road design. The design requires a comprehensive topographic survey.

3.1.B. Construction: Construction specifications shall be submitted to the USACE for approval and shall be in accordance with technical references in this contract. The Contractor shall submit, prior to the commencement of construction, a plan for maintaining traffic flow during road construction.

3.1.C. SECURITY: Contractor is responsible to provide security protection during construction to safeguard his employees and equipment. The Contractor shall submit, prior to the commencement of construction, a plan for security protection, with a list of the chain of command. The contractor shall provide coordinates of construction base camps, quarries, and current worksites to AED. The contractor shall provide the names, photos, and tazkira number for all security personnel and those with access to weapons, ammunition, and/or explosives to AED.

3.1.D. PRE-DESIGN MEETING: Within fourteen (14) calendar days from NTP, the Contractor shall schedule and participate in a Pre-Design Meeting. At said meeting, the contractor will demonstrate knowledge of the Preliminary Plans by leading a discussion on the intent of the design and potential changes to the vertical or horizontal alignments. A tentative Project Schedule will also be presented by the contractor, to demonstrate their understanding of the project timeline.

3.1.E. DESIGN CHARRETTE: The Contractor shall schedule and participate in a design charrette, at approximately 15% design (Survey submission), with the USACE and other stakeholders identified by the Contracting Officer. The Contractor shall present the fine points of the road alignment and profile, road structure, and drainage designs. Upon meeting adjournment, a finalized and agreed upon road design, approved by all interested parties, is required prior to continuing to 50% design and construction documents. The design team shall consider local and innovative methods of design, planning and construction to ensure best value and best application for the reconstructed roads.

PART 4 - COMPLETION OF WORK: All work required under this contract shall be completed within 660 calendar days from Notice to Proceed.

PART 5 - PERFORMANCE PERIOD: Liquidated damages in the amount of \$2,300.00 for every calendar day of delay shall be assessed and charged to the Contractor.

PART 6 - WARRANTY: Contractor shall warranty all asphalt pavement, culverts, bridges and other drainage structures for a period of one year after final acceptance of the project. The contractor shall warranty all other work for a period of one year after the final acceptance of the project. Warranty work shall include grading, repairing and upgrading eroded areas, structures and drainages as necessary to bring the road back to 100% serviceability.

PART 7 - REFERENCES: Refer to Section 01015 for required references.

-- End of Section --

(End of Summary of Changes)