

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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2. AMENDMENT/MODIFICATION NO. 0004
3. EFFECTIVE DATE 08/05/99
4. REQUISITION/PURCHASE REQ. NO. W81EYN-9152-9614
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SPLCTC06
LOS ANGELES DISTRICT, COE
CESPL-CT-P (S. OLIVER-HALL)
P.O. BOX 532711
LOS ANGELES, CA 90053-2325
SANDY OLIVER-HALL C06 (213) 452-3243
7. ADMINISTERED BY (If other than Item 6) CODE SPLCT-C
US ARMY CORPS OF ENGINEERS, LA
CESPL-CT-A (T. FRAZIER)
P.O. BOX 532711
LOS ANGELES CA 90053-2325

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000000
9A. AMENDMENT OF SOLICITATION NO. (X) DAC49-99-B-0014
9B. DATED (SEE ITEM 11) 17 AUG 99 (BID OPENING)
10A. MODIFICATION OF CONTRACT/ORDER NO. NA
10B. DATED (SEE ITEM 13) NA

CODE XXXX0 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, 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 1 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.

(X) 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 is not, 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.)
LUKE AIR FORCE BASE AIR TRAFFIC CONTROL TOWER, MARICOPA COUNTY, ARIZONA.
--THE BID OPENING DATE IS HEREBY CHANGED FROM 12 AUG 99 TO 17 AUG 99.
--ADD PARAGRAPH NO. 19 (REQUIRED INSURANCE) TO SECTION 00800, (ENCLOSURE NO. 1).

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)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED
BY _____
(Signature of Contracting Officer)

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SECTION 00800
SPECIAL CONTRACT REQUIREMENTS

1	52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
2	52.211-12	LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)
3	52.211-18	VARIATION IN ESTIMATED QUANTITY (APR 1984)
4	52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
5	52.228-14	IRREVOCABLE LETTER OF CREDIT (OCT 1997)
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7	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
8	52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
9	52.236-4	PHYSICAL DATA (APR 1984)
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12	52.236-7001	CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DEC 1991)
13	52.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)
14	52.1-4001	CONTRACT ADMINISTRATION DATA
15	52.231-4001	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) EFARS 52-231-5000
16	52.236-4001	PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1996) EFARS 52.236-5000
17	52.239-4001	YEAR 2000 COMPLIANCE FOR CONSTRUCTION CONTRACTS
18	52.249-4001	BASIS FOR SETTLEMENT OF PROPOSALS EFARS 52.249-5000
* 19	52.028-4001	Required Insurance

17 52.239-4001 YEAR 2000 COMPLIANCE FOR CONSTRUCTION CONTRACTS

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable) all information technology contained therein shall be Year 2000 compliant. Specifically:

b. The contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

18 52.249-4001 BASI. FOR SETTLEMENT OF PROPOSALS EFARS 52.249-5000

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total costs basis, the following principals will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable and unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

* 19 52.28-4001 REQUIRED INSURANCE

Insurance is required as follows:

a. Either Workman's Compensation or Employer's Liability Insurance with a minimum limit of \$100,000.00.

b. General Liability. The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form or policy of at least \$500,000.00 per occurrence.

c. Automobile Liability Insurance for Bodily Injury and Property Damage with minimum limits of \$200,000.00 for injury or death of any one person; \$500,000.00 for each accident or occurrence of bodily injury liability; and \$20,000.00 for each accident or occurrence for property liability.

d. In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the installation is located requires higher limits, the Automobile Liability Insurance Policy should provide coverage of at least those limits.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Office a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 10 days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

END OF CLAUSE

END OF SECTION 00800