

2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE AUG 20, 2004	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) SPEC. NO. 1290
6. ISSUED BY DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO SACRAMENTO, CALIFORNIA 95814-2922		7. ADMINISTERED BY (If other than Item 6) DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO SACRAMENTO, CALIFORNIA 95814-2922	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO. W91238-04-R-0021
	X	9B. DATED (SEE ITEM 11) JUL. 14, 2004
		10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A
		10B. DATED (SEE ITEM 13) N/A
CODE	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)
N/A

NOTE: ITEM 13 BELOW IS N/A.

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. N/A
	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) N/A

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.)
**WHOLE NEIGHBORHOOD REVITALIZATION (PHASE I)
DUGWAY PROVING GROUND, UT**

1 Encl

1. Revised Pages: Pricing Schedule (Replace existing in its entirety), 00700-15, 00700-16, 01012-9, 01012-10, 01012-11

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)
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

PRICING SCHEDULE

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

CLIN 0001

Revitalization of twenty two (22) Officer Family Housing Quarters and supporting facilities at St. Johns Park Dugway Proving Ground, UT. Building numbers ,5391, 5390, 5389, 5388, 5386, 5385, 5384, 5366, 5367, 5360, 5370, 5383, 5382, 5381, 5379, 5378, 5377, 5363, 5362, 5361, 5375, and 5374. Lump Sum.

BASE PRICE \$ _____

CLIN 0002

Option 1: Revitalization of two (2) Officer Family Housing Quarters and supporting facilities at St. Johns Park, Dugway Proving Ground, UT. Building Numbers 5372 and 5371. Lump Sum.

\$ _____

CLIN 0003

Option 2: Revitalization of two (2) Officer Family Housing Quarters and supporting facilities at St. Johns Park, Dugway Proving Ground, UT. Building Numbers 5368 and 5369. Lump Sum.

\$ _____

CLIN 0004

Option 3: Revitalization of one (1) Officer Family Housing Quarters and supporting facilities at St. Johns Park, Dugway Proving Ground, UT. Building Numbers 5392. Lump Sum.

\$ _____

CLIN 0005

Option 4: Revitalization of two (2) Officer Family Housing Quarters and supporting facilities at Armitage Area Housing, Dugway Proving Ground, UT. Building Numbers 5295 and 5296. Lump Sum.

\$ _____

CLIN 0006

Option 5: Convert overhead electrical and cable TV to underground electrical and cable TV for the following 22 **revitalized** buildings: Buildings 5391, 5390, 5389, 5388, 5386, 5385, 5384, 5366, 5367, 5360, 5370, 5383, 5382, 5381, 5379, 5378, 5377, 5363, 5362, 5361, 5375, and 5374. See Note 4 (a) to the Pricing Schedule. Lump Sum.

\$ _____

CLIN 0007

Option 6: Convert overhead electrical and cable TV to underground electrical and cable TV for the following 6 existing duplex Family Housing Quarters: Buildings 5387, 5373, 5365, 5364, 5376, and 5380. See Note 4(b) to the Pricing Schedule. Lump sum.

\$ _____

CLIN 0008

Option 7: Convert overhead electrical and cable TV to underground electrical and cable TV at non-revitalized Buildings 5372 and 5371. See Note 4 (c) to the Pricing Schedule. Lump sum.

\$ _____

CLIN 0009

Option 8: *Price differential from Option 7* to convert overhead electrical and cable TV to underground electrical and cable TV at revitalized Buildings 5372 and 5371. See Note 4 (c & d) to the Pricing Schedule. Lump Sum.

\$ _____

CLIN 0010

Option 9: Convert overhead electrical and cable TV to underground electrical and cable TV at non-revitalized Buildings 5368 and 5369. See Note 4 (c) to the Pricing Schedule. Lump Sum.

\$ _____

CLIN 0011

Option 10: *Price differential from Option 9* to convert overhead electrical and cable TV to underground electrical and cable TV at revitalized Buildings 5368 and 5369. See Note 4 (c & d) to the Pricing Schedule. Lump Sum.

\$ _____

CLIN 0012

Option 11: Convert overhead electrical and cable TV to underground electrical and cable TV at non-vitalized Building 5392. See Note 4 (c) to the Pricing Schedule. Lump Sum.

\$ _____

CLIN 0013.

Option 12: *Price differential from Option 11* to convert overhead electrical and cable TV to underground electrical and cable TV at revitalized Building 5392. See Note 4 (c & d) to the Pricing Schedule. Lump Sum.

\$ _____

CLIN 0014

Option 13: Convert overhead electrical and cable TV to underground electrical and cable TV at the following 2 existing single family units: Buildings 5295 and 5296. See Note 4 (e) to the Pricing Schedule. Lump Sum.

\$ _____

GRAND TOTAL (BASE + ALL OPTIONS)

\$ _____

Price Breakdown. **For administrative purposes only,** and not for purpose of evaluation or award. A breakdown of the TOTAL BASE SCHEDULE lump sum Price is as follows:

- a. Inside Building 1.500 M (5 foot) line. \$ _____
- b. Outside Building 1.500 M (5 foot) line and within project boundary. \$ _____
- c. Demolition \$ _____
- d. Design costs. (Site and building) \$ _____
- e. Energy Star Requirements (Appliances and HVAC) \$ _____

NOTES TO THE PRICING SCHEDULE

1. Prices must be submitted on all individual items of this Pricing Schedule. Failure to do so may cause the proposal to be determined "unacceptable".
2. The bidder/offeror shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may cause the proposal to be determined "unacceptable".
3. The successful bidder/offeror grants the options listed in the Pricing Schedule to the Government. This option may be exercised any time up to **30** days after receipt of Notice to Proceed. Exercise of the option occurs upon mailing of written notice to the Contractor. Exercise will be made by the Contracting Officer. The price for exercise of the option includes all work and effort associated with the scope of that item. For determination of lowest bid, see paragraph titled EVALUATION OF OPTIONS in Section 00100 of this solicitation.

No additional time for contract completion will be allowed when an option is exercised. The given contract completion time was formulated to include time necessary to perform all option work, except that an additional 60 calendar days shall be added to the performance period if any or all of Options 3,4,5 and 13 are exercised (this allows contractor time for additional design time). Performance will then be extended from 475 calendar days to 535 calendar days.

4. Options pertaining to the conversion from overhead electrical and cable to underground electrical and cable:

a. Option 5 is to convert the existing overhead electrical and cable TV to underground electrical and cable TV for the 22 buildings that will be converted from duplexes to single family units under Contract Line Item Number (CLIN) 0001.

b. If Option 5 is exercised, the Government will also exercise Option 6 to convert the existing overhead electrical and cable TV to underground electrical and cable TV for the listed buildings, even though no other work pertaining to these buildings is covered by the scope of work for this contract.

c. If Option #5 is exercised, the Government will also convert the existing overhead electrical and cable TV to underground electrical and cable TV for all of the following buildings, regardless of whether or not the options to revitalize the buildings are exercised: Buildings 5372, 5371, 5368, 5369, and 5392. The pricing schedule has been structured to take into consideration the possibility of a price differential between the cost of providing underground electrical and cable to a duplex vs. a single family unit. Therefore, if Option 5 is exercised, then the Government will also exercise:

- either Option #7 or Option #7 plus Option #8; and
- either Option #9 or Option #9 plus Option #10; and
- either Option #11 or Option #11 plus Option #12.

d. Options 8, 10, and 12:

(1) The price proposed for each of these option(s) is to be the lump sum price differential between providing underground electrical and cable TV to single family unit(s) in lieu of to duplex unit(s). It is presumed by the Government that the cost to run underground electrical and cable TV to a revitalized single family unit will be more than the cost to run underground electrical and cable TV to an existing (non-revitalized) duplex. Therefore, the price differential will be presumed to be an increase unless the offeror clearly and unambiguously indicates on the pricing schedule itself that the change from existing duplex unit(s) to revitalized single family unit(s) will result in a price decrease. The differential is to be a lump sum price for all buildings listed for each option.

(2) If the offeror is not proposing price differentials [i.e., the proposed lump sum price for providing underground electrical and cable TV to the building(s) will be the same for revitalized single family unit(s) as for existing duplex unit(s)], then the offeror is to enter \$0.00 for the above options.

a. If Option #5 is exercised, the Government may also exercise Option #13 to convert the existing overhead electrical and cable TV to underground electrical and cable TV for the following 2 single family units (regardless of whether or not any other work is done to the buildings): Buildings 5295 and 5296.

5. The Congress, in authorizing and funding this contract, has established certain cost limitations for the project. The current authorization for the complete design and construction of FY2004 is \$2,894,000.00. Proposals that exceed these funding limits may be rejected. Submission of desirable alternative features exceeding minimum requirements may be considered as long as award can be made within the established funds.

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

~~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 the entire work ready for use not later than **370 calendar days** after notice to proceed is issued. *The time stated for completion shall include final cleanup of the premises.~~

~~(End of clause)~~

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days upon receipt of contractor Notice to Proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 475 calendar days after number of calendars set out in the complete schedule below (calendar days are not to be added together). However, the calendar days identified for the completion of each description item are suggestions only for Government planning

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by (date to be input later) . The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

<u>Completion Schedule</u> <u>Description</u>	<u>Calendar days After</u> <u>Receipt of NTP</u>
<i>1. Submit demolition, lead base paint and Asbestos plan (30 days)</i>	<i>30</i>
<i>2. Submit 100% complete Utility and Site Plans, Design Analysis, Drawings and Specifications (60 days)</i>	<i>60</i>
<i>3. Submit 100% complete building design, Design Analysis Drawing, and Specifications (60days)</i>	<i>60</i>
<i>4. Compliance review by the Government of the 100% complete Utility and Site plans, Building Design, Design Analysis, Drawings and Specifications (15 days)</i>	<i>75</i>
<i>5. 100% Design Submittal Government comment review Conference at Dugway Proving Ground, UT (5 days)</i>	<i>80</i>
<i>6. Complete all Design Work, (delay in completion of design will not be considered a valid reason to delay of entire work). (30 days)</i>	<i>110</i>
<i>7. Backcheck compliance review by the Government of the corrected 100% Complete Design Documents (5 days)</i>	<i>115</i>
<i>8. Whole Neighborhood Revitalization Dugway, UT See Section 00010 (360 days)</i>	<i><u>475</u></i>
<i>Total number of calendar days</i>	<i>475</i>

END OF CLAUSE

1.12 Color Chips: Three (3) sets of samples of color chips showing color and pattern of materials prepared for interior and exterior finish materials, including floor, wall and ceiling finishes, roofing, siding, and trim shall be submitted to Contracting Officer on 8-1/2 inches by 11 inches sample boards/binder format.

1.13 DD Form 1354: Three (3) sets of DD Form 1354, Transfer and Acceptance of Military Real Property shall be prepared in accordance with ER 415-345-38 and submitted to the Contracting Officer.

1.14 Submittal Register, ENG FORM 4288: The Contractor shall complete and submit seven (7) copies of a "preliminary" Eng Form 4288, Submittal Register to Contracting Officer. The "preliminary" Eng Form 4288, Submittal Register shall have the column "Submittal Identification", "Specification Paragraph Number", "Description of Submittal", "Type of Submittal", and "Remarks" completed; the Contractor shall identify whether the submittal is for "Government Acceptance" or for "Government Information" under the column "Remarks". The "final" Eng Form 4288, Submittal Register, shall be in accordance with clause CONTRACTOR SUBMITTALS AND SUBMITTAL CONTROL in this section.

1.15 Consumer Information for Handicapped Requirements: The Contractor shall furnish a report including drawings in accordance with the Uniform Federal Accessibility Standards, paragraph 4.34.4 "Consumer Information" for the modified and adaptable features of each unit type of family housing.

2. TRANSMITTAL TO GOVERNMENT AGENCIES:

2.1 Government agencies shall receive review documents fifteen (15) days prior to review conferences. The documents will be in their then-present "on-board" design status. Agencies reviewing document, and in the quantities indicated, are listed below. All documents must contain an index of contents. ~~Two (2) copies of the then-current design documents will be brought to the issuing office for conference review.~~ Work shall be 100% complete when the ~~90~~ 100% design is submitted. ~~Design work shall not continue during the review period between the 90% design submission and the 90% design review conference.~~ All submittals shall be transmitted by express mail or two day delivery. Originals of transmittal letters should be sent to the Utah Resident Office, ATTN: Mr. Tim Willard, Building 366, Hill AFB, UT 84056-5214 and copies should accompany each mail package. Transmittal letters shall indicate distribution by use of the "ATTN" code shown in the address. Design document set shall include design analysis, one (1) ea. 1/2 half size and one (1) ea, calculations and specifications. One (1) full size drawing set will be submitted where indicated below. Each design deliverable shall be accompanied by a "Design Review Matrix". This matrix shall include each technical requirement of section 01010 by paragraph number. The Designer and the Constructor shall initial each paragraph indicating all requirements have been reviewed and are included in the design documents (Plans and Specifications).

Activity/Address	Quantity
Dugway Proving Ground (DPG), DPW ATTN: Mr. John Craig Bldg. 5330 DPG, UT 84022-5000 Phone: (435) 831-2162	4 sets 1 full size & 1 color board

Utah Resident Office ATTN: Mr. Tim Willard Bldg 366 Hill AFB, UT 84056-5214 Phone: (801) 777-2206	5 sets 1 full size 1 color board
COE Sacramento District ATTN: Mr. Gary Headley Greg Bridgestock 1325 J Street Sacramento, CA 95814-2922 Phone: (916) 557- 7445 5127	4 sets
COE Sacramento District ATTN: Mr. Paul Feldman 1325 J Street Sacramento, CA 95814-2922 Phone: (916) 557-7817	1 set

2.2 If for any reason the Government requires more time than the fifteen (15) days notice given prior to either of the review conference and that delay causes the Contractor to exceed the time allotted the Contractor will be granted an extension of time equal to the number of calendar days of delay.

2.3 Review Comments: For each design review submittal, the Contractor will be furnished comments from Sacramento District and other agencies involved in the review process. The government will take fifteen (15) calendar days after receipt of submittal to review and comment on the 100% design submittal **and five (5) calendar days for each subsequent backcheck review**. If the contractor disagrees technically with any comment or comments and does not intend to comply with the comment, he/she shall clearly outline, with justification reasons for noncompliance within five (5) days after receipt of these comments in order that the comment can be resolved. The disposition of all comments shall be furnished in writing with the next submittal.

2.4 Complete entire design (delays caused by the Contractor in completion of the 100% design will not be considered as valid reason to delay completion of the entire design).

2.5 Reproduction: Upon Government ~~acceptance concurrence~~ of 100% design documents, ~~the original will be returned to the Contractor for reproduction purposes. A cronoflex copy will be immediately returned to the Government for Government reproduction purposes. The Contractor will be responsible for his own and Government reproduction (quantity shown in Table listed in paragraph 2.1 above). Each sheet of the Drawings and Specifications shall be stamped for "For Construction".~~ The Contractor for recording of as-built conditions will retain the originals. Upon completion of the project, the original design documents corrected to reflect as-built conditions will be supplied to the Government.

2.6 Government Design Review

2.6.1 Design Review Conference and Post-Design Review Conference Action: Design review conferences shall be held at Dugway Proving Ground, UT after the submittal (~~90~~ 100 % site and utility design and the ~~90~~ 100% buildings design). Government personnel will present review comments for discussion and resolution at a design review conference. Copies of comments, annotated with comment action agreed on, will be made available to all parties before the design review conference adjourns **comments from the Government will be entered into Dr. Checks and responded to by the Contractor in Dr. Checks**. Unresolved problems will be resolved by immediate follow-on action at

end of conferences. Valid comments will be incorporated. On receipt of corrected designs, the Utah Resident Office **will** formally provide Government ~~acceptance~~ **concurrence** necessary to initiate construction. The Government, however, reserves the right to disapprove design document submittals if comments are of too great a significance. In this case, every effort shall be made during follow-up action between the Contractor and Utah Resident Office, to resolve conflicts and problems such that documents can be fully approved. However, if final submittal(s) are incomplete or deficient, requiring correction by the Contractor and resubmitted for review, the cost of rehandling and reviewing will be deducted from payment due the Contractor at the rate of \$500.00 per submittal.

The Contractor shall submit to the Contracting Officer **and each member identified in paragraph 2.1**, within five (5) calendar days, ~~will provide one copy each to the Government Activities members (paragraph 3.1)~~ of a memorandum of the design review meetings **minutes** summarizing major decision points and issues. **Which required** resolution, and the action office **for addressing that resolution**.

2.6.2 The Contractor shall submit complete design documents in the same quantity and to the same offices listed above in paragraph TRANSMITTAL TO GOVERNMENT AGENCIES, for each back check **review** (one or more) until the Government is satisfied that all review comments have been addressed and resolved. ~~Following the last back check, the Contractor shall forward the completed original set of Mylar's for signature acceptance.~~ The Contractor shall submit within seven (7) calendar days, after the Government **concurrence signature acceptance**, complete design documents in the same quantity and to the same offices listed above in paragraph TRANSMITTAL TO GOVERNMENT AGENCIES, except for Sacramento District shall receive one (1) set of half-size copies of original drawings and design documents and and one reproducible set of complete half size drawings. As-Built Drawings shall be provided as per Section 01320.

2.6.3 Time Extension: If for any reason the Government requires more time than the notice given prior to either of the review conferences and that delay causes the Contractor to exceed the set milestones, the Contractor will be granted an extension of time equal to the number of calendar days of delay.

--End of Section--