

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
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 _____ 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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.)

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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

Item 14. Continued.

CHANGES TO THE VOLUME III SPECIFICATIONS

1. Replacement Section - Replace the following section with the accompanying new section of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0004 TO SOLICITATION NO. DACA63-02-R-0001:"

01000 DESIGN AND CONSTRUCTION SCHEDULE

CHANGES TO VOLUME IV ATTACHMENTS

2. Attachment Q, Drawings.- The CAD files for the New Work drawings and the files for the As-Built drawings for Building 350 are located on this amendment CD.

Please note, the CAD files are in .DGN (Microstation) format and As-Built drawings are in .TIF format.

END OF AMENDMENT

SECTION 01000

DESIGN AND CONSTRUCTION SCHEDULE

AM NOS. 0001 AND 0004

PART 1 GENERAL

1.1 SCHEDULE

Commence, prosecute, and complete the work under this contract in accordance with the following schedule and Section 00700 CONTRACT CLAUSES clauses COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK and LIQUIDATED DAMAGES:

Item of Work	Commencement of Work (calendar days)	Completion of Work (calendar days)	Liquidated Damages per calendar day[¹] <u> </u> <u> </u>
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(AM#4)

(1) Completion of all demolition, design, and construction work, <u>including options</u> , except Establishment of Turf and Landscaping	Within 10 calendar days after receipt of Contract Notice of Proceed	<u>715</u>	<u>\$685.00</u>
(2) Establishment of Turf	**	**	---
(3) Landscaping	***	***	---

¹NOTES:

a. See Section (AM#1) **01015 DESIGN REQUIREMENTS AFTER AWARD** , paragraph "SUBMISSION OF CONSTRUCTION DRAWINGS, SPECIFICATIONS, AND DESIGN ANALYSES," concerning submission of construction documents and Section 01000 paragraph, "SEQUENCE OF DESIGN/CONSTRUCTION," concerning start of construction.

b. For construction planning purposes Government review time for

design review submittals (**AM#1**) is specified in 01015 DESIGN REQUIREMENTS AFTER AWARD.

c. Delay in completion of design will not be considered as a valid reason to delay completion of entire work.

*Establishment of Turf

Planting and maintenance for turfing shall be in accordance with Contractor's Section for TURFING. No payment will be made for establishment of turf until all requirements of the section are adequately performed and accepted, as determined by the Contracting Officer.

**Landscaping

Planting and maintenance for landscaping shall be in accordance with Contractor's Section for LANDSCAPING. No payment will be made for landscaping until all requirements of the section are adequately performed and accepted, as determined by the Contracting Officer.

1.1.1 Testing of Heating and Air-Conditioning Systems

The times stated for completion of this project includes all required testing specified in appropriate specification sections of heating, air conditioning and ventilation systems including HVAC Commissioning. Exception: boiler combustion efficiency test, boiler full load tests, cooling tower performance tests, and refrigeration equipment full load tests, when specified in the applicable specifications, shall be (**AM#4**) performed in the appropriate heating/cooling season as determined by the Contracting Officer.

1.2 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989)
(ER 415-1-15)(52.0001-4038 1/96)

a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The following schedule of monthly anticipated adverse weather delays due to precipitation and temperature is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse

weather delays in all weather dependent activities. Wind is not considered in the Monthly Anticipated Adverse Weather Calendar Day Schedule.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

LEESVILLE/FT. POLK, LA AREA
(FORT POLK AND RESERVE CTRS AT NORTH FORT POLK AND ALEXANDRIA)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	5	4	4	5	6	5	4	4	4	4	5

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph "b", above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)."

(AM#4)

1.3 Beneficial Occupancy DELETED

1.3.1 Beneficial Occupancy Date DELETED

1.4 WORK RESTRICTIONS

1.4.1 Working Hours

Normal working hours are Monday through Friday, 0730 to 1630 hours. Contractor may request through the Contracting Officer's representative for other work hours to meet project needs.

(AM#4)

1.4.2 Security Requirements

For the duration of this Contract, access to Fort Polk will be delayed between 30 minutes to an hour or more due to increased security precautions, including the checking of vehicle occupants' IDs, vehicle manifests, and the searching of all vehicles.

1.5 UTILITIES

1.5.1 Payment for Utility Services (FAR 36.303(C)(6))

Water, gas, and electricity are available from Government-owned and operated systems and will be charged to the Contractor at rates as provided in Contract Clause 52.236.14 AVAILABILITY AND USE OF UTILITY SERVICES.

1.5.2 Outages

The Contractor shall coordinate all requests for utility outages with the Contracting Officer in writing 14 days prior to date of requested outage:

- a. Water, gas, and sewer outages shall be held to a maximum duration of 4 hours unless otherwise approved in writing.
- b. Electrical outages shall have a maximum duration of 4 hours.
- c. Utility outages shall not be scheduled on Saturdays, Sundays, or holidays.

1.6 STREET CLOSINGS

The Contractor shall coordinate all requests for street closings with the Contracting Officer in writing 14 days prior to date of requested outage:

- a. One lane traffic shall be maintained at all times (except that a total closing may be allowed for specific 8-hour periods).
- b. The final street repair shall be completed within 14 days after the start of any street crossing. Any part of the street returned to service prior to final repair shall be maintained smooth with hot-mix cold-lay surface course.
- c. At least two flagmen will be on duty to assist traffic in the open lane, when other lanes are closed due to the Contractor's operations. Flagmen will meet the requirements of the State of Louisiana's Standard Specifications for Construction of Highways, Streets, and Bridges.

(AM#4)

- d. Traffic Management **DELETED**

1.7 SEQUENCE OF DESIGN/CONSTRUCTION

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. No construction may be started, with the exception of demolition, clearing, etc, until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The Acting Contracting Officer (ACO) or

Contracting Officer Representative (COR) will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --