

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 22 August 2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY U.S. ARMY ENGINEER DISTRICT, ALBUQUERQUE CORPS OF ENGINEERS 4101 JEFFERSON PLAZA, N.E. ALBUQUERQUE, NEW MEXICO 87109-3435	7. ADMINISTERED BY <i>(If other than Item 6)</i>
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	{√}	9A. AMENDMENT OF SOLICITATION NO. DACA47-02-B-0018
	X	9B. DATED <i>(SEE ITEM 11)</i> 20 June 2002
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>

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 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: <i>(Specify authority)</i> 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 <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>

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.)*

PROJECT: CHILD DEVELOPMENT CENTER, DAVIS-MONTHAN AIR FORCE BASE, ARIZONA

1. This is Amendment No. 3 to Solicitation No. DACA47-02-B-0018; 20 June 2002. The following revisions shall be incorporated into the specifications. All other provisions shall remain unchanged.

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

2. The date for receipt of revised price proposals is changed from "**2 PM (PDT), 9 August 2002**" to "**2 PM (PDT), 28 August 2002**".

3. SPECIFICATIONS: Delete the following listed pages and substitute the pages attached hereto. On the revised pages, for convenience, changes are emphasized by the amendment number in parentheses before and after changes from the previous issue. All portions of the revised (or new) pages shall apply whether or not changes have been indicated.

Delete Page

Special Contract Requirements,
Index
00800-11
01451-4 thru 01451-5

Insert Page

Special Contract Requirements,
Index
00800-11
01451-4 thru 01451-5

//////////LAST ITEM//////////

I N D E X

SPECIAL CONTRACT REQUIREMENTS

<u>Clause No.</u>	<u>Title</u>	<u>Page No.</u>
1.	COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK	1
2.	TIME EXTENSIONS	3
3.	CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS	3
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5.	LIMITATIONS ON SUBCONTRACTING	5
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7.	NATIVE AMERICAN GRAVES PROTECTION	6
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11.	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	7
12.	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE	8
13.	YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS	9
14.	PERMITS AND RESPONSIBILITIES	9
15.	LIQUIDATED DAMAGES - CONSTRUCTION	10
16.	WORK DAYS AND HOURS	10
17.	SITE VISIT (CONSTRUCTION)	10
18.	PERFORMANCE EVALUATION OF CONTRACTOR	10
19.	DELETED	
20.	INVOICES	11
21.	HOUSEKEEPING AND CLEANUP	11
22.	PAYMENT BY ELECTRONIC FUNDS TRANSFER	11
23.	RECOVERED MATERIALS	14

(3)

(3)

(3)

19. DELETED

(3)

20. INVOICES (AUG 1991)

The Government shall pay the Contractor upon submission of proper invoices for supplies delivered and accepted or services rendered and accepted for the portion of work actually performed under this contract. Invoices will be submitted in quadruplicate to the address in Block 26, SF-1442, which will be completed at time of award. Invoices shall be submitted on ENG Form 93 which will be provided to the Contractor by the Government

21. HOUSEKEEPING AND CLEANUP

Pursuant to the requirements of paragraph, CLEANING UP and paragraph, ACCIDENT PREVENTION, of the CONTRACT CLAUSES, Section 00700, the Contractor shall assign sufficient personnel to insure strict compliance. The Contractor shall submit a detailed written plan for implementation of this requirement. The plan will be presented as part of the preconstruction safety plan and will provide for keeping the total construction site, structures and accessways free of debris and obstructions at all times. Work will not be allowed in those areas that, in the opinion of the Contracting Officer's representative, have unsatisfactory cleanup and housekeeping at the end of the preceding day's normal work shift. At least once each day all areas shall be checked by the Quality Control person of the Prime Contractor and the findings recorded on the Quality Control Daily Report. In addition, the Quality Control person will take immediate action to insure compliance with this requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the personnel shall be available at the project site; each person will be supplied with a distinctively marked hard hat, to be worn from the beginning to the end of the project.

22. 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT"

in the CQC system or procedures that may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

(3) The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this contract or a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager. (3)

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the areas listed in the matrix. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

(3) a. Deleted

(3)

b. Mechanical Graduate Mechanical Engineer with 2 years experience or mechanical technician with 5 years related experience

c. Electrical Graduate Electrical Engineer with 2 years experience or electrical technician with 5 years related experience

(3) d. Deleted

(3)

e. Testing, Adjusting and Balancing (TAB) Personnel Specialist must be a member of AABC or an experienced technician of the firm certified by the NEBB.

3.4.4 Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors".

3.4.5 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement. Upon acceptance of any changes, the Contractor shall revise the CQC plan to accurately reflect the changes. The CQC plan shall be kept current at all times during the life of the contract.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 - SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements. When Section 15950 - HEATING, VENTILATING AND AIR CONDITIONING (HVAC) CONTROL SYSTEMS; 15951 - DIRECT DIGITAL CONTROL FOR HVAC; 15990 - TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS; or 15995 - COMMISSIONING OF HVAC SYSTEMS are included in the contract, the submittals required by those sections shall be coordinated with Section 01330 - SUBMITTAL PROCEDURES to ensure adequate time is allowed for each type of submittal required.