

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. 0001 3. EFFECTIVE DATE 06/11/03 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) _____

6. ISSUED BY CODE _____ 7. ADMINISTERED BY (If other than Item 6) CODE _____
 U.S. Army Engineer District, Wilmington
 69 Darlington Avenue (28403)
 Post Office Box 1890 (28402-1890)
 Wilmington, North Carolina

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) _____
 (X) 9A. AMENDMENT OF SOLICITATION NO. _____
 X DACW54-03-B-0013
 9B. DATED (SEE ITEM 11) _____
 05/21/03
 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 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 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.)
 IFB NO. DACW54-03-B-0013...Roof Replacement, John H. Kerr Powerhouse, Mecklenburg County, Virginia is amended as follows:

- a. **SECTION 00100:** Delete existing Page 14 of 147 in its entirety and replace with enclosed revised page.
- b. **SECTION 07550:** Delete existing Page 4 in its entirety and replace with enclosed revised page.

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
(Signature of person authorized to sign)	(Signature of Contracting Officer)

14. DESCRIPTION OF AMENDMENT -- Cont'd

NOTE:

Text that is added or revised by this amendment is replaced in its entirety and underlined printed in bold and/or stamped appropriately.

The text changes may have necessitated reformatting of subsequent text or pages. If this is the case, those pages have also been issued as amended pages but are not underlined with bold text.

Encls
As stated

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent (20%) of the bid price of \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

manufacturing facility and using the equipment that the supplier owns or leases. Manufacturing is the handling and processing of raw materials into finished goods that are sold to installers and/or users of those products without further processing.

- c). Submit a "cutaway" sample of all roofing membrane layers, excluding the lightweight concrete.
8. Provide a Project Closeout Report upon delivery of the project warranty. This report shall include the following sections:
 - a). Project Specifications.
 - b). Project Summary.
 - c). Progress reports as a result of roof inspections.
 - d). Job progress photos (minimum of five (5) photos per work week).
 - e). Warranty documents.
 - f). Manual describing maintenance and emergency repair.
 - g). Inspection Report to be completed by the roofing material manufacturer 2 years from project completion.
9. Procure services of a qualified field technical services representative approved by the manufacturer who will be on site while roofing work is being accomplished. This person shall provide weekly written reports that substantiates work quality and job progress.
10. Employ an approved field technical services representative for final roof inspection.
11. Employ an approved field technical services representative to provide a four-hour manufacturer-sponsored roof inspection and maintenance course for eight (8) students at the project site.

The presence and activity of the manufacturer's representative and/or Corps of Engineers' representative shall in no way relieve the Contractor of contract responsibilities or duties.

E. Project meetings:

1. Pre-Construction Conference:
 - a). Will be held at place and time determined by Corps of Engineers.
 - b). Attendance:
 - 1) Corps of Engineers
 - 2) ZapataEngineering Project Manager
 - 3) Contractor
 - 4) Roofing material manufacturer
 - c). Agenda: