

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE DACA41-02-R-0012	PAGE OF PAGES 1 of
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2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE 11/22/2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY US Army Corps of Engineers, Kansas City District 760 Federal Building, 601 East 12th Street Kansas City, Missouri 64106-2896	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9a. AMENDMENT OF SOLICITATION NO. DACA41-02-R-0012
	X	9B. DATED (SEE ITEM 11) 11/1/2002
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number 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 telegraph 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 (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBER 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:
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.)

Command & General Staff College
Fort Leavenworth, Kansas
The solicitation is amended in accordance with the attached pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changes, 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

SOLICITATION DACA41-02-R-0012 is amended as follows:

1. SPECIFICATIONS. Section 01010 is revised to clarify contractor responsibility with respect to design errors and omissions (paragraph 1.3.7.2). A copy of the revised section is attached. That was the only change made.

2. Proposals will be received until 1:00 p.m., local time, 4 Dec 02, in room 760, Federal Building, 601 East 12th Street, Kansas City, Missouri 64106-2896.

Encls

1. Spec section as listed

SECTION 01010

SCOPE OF WORK

PART 1 GENERAL

1.1 SERVICES TO BE PROVIDED

The Contractor will provide personnel as needed to perform all required services including, but not limited to, those described in this solicitation. The scope of services under this contract includes Preconstruction Services and Construction. The Contractor must maintain a team with the expertise and capability to manage and coordinate the timely and orderly development and construction of the proposed project. The Contractor shall be required to assign, as needed, a team consisting of appropriate construction professionals. The contractor is expected to maintain the same team from the preconstruction services through completion of construction.

1.1.1 Preconstruction Services

Preconstruction Services shall include, but are not limited to, review and evaluation of the design documents for constructability, value engineering suggestions, risk management review and workshop, identification of any problems or errors in the design and design documentation, consultation during construction document production, assist in defining bid packages and construction phasing, preliminary project schedule development, cost estimates, and development of subcontractor and supplier interest.

1.1.2 Construction

Construction shall include, but is not limited to, construction of the building and related site development, coordination of regular construction meetings, CPM scheduling, maintaining of construction records including daily logs and monthly reports, commissioning and turnover to designated facility management staff, and other required supplemental services if so requested by the Government.

1.1.3 Contractor Responsibilities

The Contractor shall provide the government with sound management advice regarding the approach to the project, how to achieve the best value in the work being accomplished, necessary actions to minimize cost and risk, schedule control, alternative ideas, problem/claim prevention, and budgeting. The Contractor shall have complete responsibility for construction of the facility

1.1.4 Price

At the time of the contract award, the Contractor's price for Preconstruction services will form the basis of the contract. At the time of design completion, the contractor will be requested to provide a proposal for construction. The contract may be modified to reflect the agreed upon firm fixed price. See paragraph: Award of Construction Option below.

1.1.5 Specification of Services

The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

1.2 PROJECT SCOPE

1.2.1 Primary Facility

Construct a Command and General Staff College instructional facility. The new facility will include state-of-the-art classrooms modeled on the current TRADOC Classroom XXI. The facility will also include a language laboratory and presentation room; administrative and faculty offices; trophy lounge; conference rooms; two auditoriums; secure compartmented information facility (SCIF); electronic access control systems, restrooms, mechanical and electrical rooms; General Office/VIP dressing and preparation rooms; and storage areas. Existing stained glass windows will be removed from Bell Hall, restored and reinstalled in the new facility. Install an intrusion detection system (IDS). Construct an enclosed, climate-controlled connection to the Combined Arms Research Library (CARL). Connect to the existing energy monitoring and control system (EMCS). Access for the handicapped will be provided in the new facility. Heating and air conditioning will be provided from a new heating and air conditioning system. Bell Hall will be demolished on acceptance of construction and completion of the move of the college to the new facility.

1.2.2 Supporting facilities

Supporting facilities include relocation and new utilities; electric service; exterior lighting; sanitary sewer; fire protection and alarm systems; parking, walks, curbs and gutters; storm drainage; landscaping; relocate Stimson Road; construct a new entry road and associated access control gate; new low hazard earthen dam downstream of the new facility; information systems; data links to key post facilities and site improvements.

1.2.3 Anticipated Award Period

The Government anticipates award of this contract by December 2002. Award of the construction option is tentatively scheduled for second quarter, FY04, subject to authorization and appropriation of funds for the project by Congress. The Government does not guarantee award within this period nor shall the Government be liable for any costs should award occur before or after this period or not occur at all.

1.2.4 General Requirements

The Contractor shall perform all the services required under this contract. The Contractor is responsible for conducting all tasks and providing all resources needed to perform the services in an expeditious and economical manner consistent with the best interests of the Government. The Contractor shall assist the Government in achieving its goals with respect to the project's schedule, budget, scope and quality. These goals are:

- That the scope of the project will be well defined during the preconstruction.
- That the project as designed by the Architect-Engineer (A-E) is constructible and cost efficient.
- That the construction work will be performed in conformity with applicable requirements.
- That the project be completed within the Estimated Construction Cost (ECC) and budget limitations.

- That the construction will be scheduled in coordination with other concurrent or follow-on contracts and government operations.

1.3 PRECONSTRUCTION SERVICES

1.3.1 General Contractor Responsibilities

The Contractor shall assist the Government during the preconstruction phase by participating in the review and evaluation of the design and construction documentation. The Contractor is required to work with the A-E and the Government in a cooperative team effort to develop a quality design. Many design problems and issues can be resolved directly between the A-E and the Contractor. The Contractor is to notify the COR/PM of all issues brought to the attention of the A-E and the A-E's response to each. Most importantly, the Contractor shall make the COR/PM aware of any issues that have the potential to jeopardize the project's goals relating to schedule, cost, quality or scope. The Contractor's principal tasks during the preconstruction phase are as follows:

1. Reviewing and evaluating designs for completeness and constructibility.
2. Preparing cost estimates and construction schedules.
3. Evaluating costs for design alternatives.
4. Conducting VE analyses as needed to support cost and constructibility initiatives.
5. Performing administrative and other services as defined in this scope of work.

1.3.2 Design

The design AE under contract to the government is Atkins Benham, Inc., Oklahoma City, OK. A partial version of the 35% design documents is included in this solicitation for information purposes. The final design will be added to the contract at the time the construction option is exercised.

1.3.3 Consultation

The Contractor shall attend regular meetings with the Government and A-E. The Contractor shall consult with the Government and A-E regarding site use and improvements, and the selection of materials, building systems and equipment. The Contractor shall provide recommendations on construction feasibility, actions designed to minimize adverse effects of labor or material shortages, time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies. The Contractor shall provide recommendations for the use of fast tracking, early ordering of materials, and any other procedures that will maximize the available funds for the project.

1.3.4 Preliminary Evaluation

The Contractor shall provide a preliminary evaluation of the A-E's design documents and project budget requirements, each in terms of the other. Copies of the design documents and a project orientation briefing will be provided to the contractor within fourteen days of contract award. The briefing will be held in Kansas City or Oklahoma City. The evaluation shall be completed and provided to the government within 21 calendar days of receipt of the design. A coordination meeting with the government and the AE will be scheduled to discuss the evaluation. This meeting will take place in Kansas City or Fort Leavenworth.

1.3.5 Preliminary Project Schedule

The Contractor shall prepare and periodically update, a project construction schedule for government review. The Contractor shall coordinate and integrate the schedule with the services and activities of the Government, A-E, Contractor, and other designated Government representatives. As design is completed, the schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, etc. If the schedule updates indicate that previously approved schedules may not be met, the Contractor shall give immediate notice or make immediate and appropriate recommendations to the Government. The Contractor shall make recommendations to the Government concerning possible use of "fast tracking" or multiple construction document packages. The first schedule shall be received within 30 calendar days of completion of the preliminary evaluation outlined above. Schedule updates shall be provided at each project design milestone and as otherwise required during construction.

1.3.6 Design Review.

The Contractor shall review all submittals. DrChecks, an Internet-based review comment management system will be used by the government to coordinate all design review comments. Review meetings will be held at Fort Leavenworth. The contractor shall attend all review meetings and be prepared to discuss contractor comments and concerns.

1.3.7 Design Milestones.

The Contractor is expected to conduct reviews appropriate to the level of design development. The Contractor will assist the Government with design reviews on the following A-E submissions:

- 35% Construction drawings, design analysis and estimate for the new low hazard dam
- 65% Construction drawings, specifications, design analyses & estimates
- 90% Construction drawings, specifications, design analyses & estimates
- 100% Construction drawings, specifications, design analyses & estimates (backcheck of 90% comments)

1.3.7.1 Constructability Review

The Contractor is responsible for conducting a constructability review for each submittal. The primary elements of a constructability review are listed, but not limited, to the items below:

1. Materials, processes, equipment, and labor are appropriate, available, non-proprietary, and comply with Buy American Act provisions.
2. Drawings are complete and coordinated among disciplines.
3. Defects, conflicts, ambiguities, or lack of clarity in documents are identified for correction.
4. Drawings are coordinated for multiple bid packages.
5. Site accommodates access, logistics, and storage.
6. Existing conditions are shown correctly and adequately.
7. Construction duration and phasing of bid packages is reasonable.
8. Use of bid options and unit prices are logical.
9. All required construction work is included in the contract documents.
10. Selected building systems are compatible and viable.

11. Construction details are workable.
12. General condition items are properly addressed (if applicable).

1.3.7.2 Design Review Procedure.

Shortly after award and prior to the first scheduled design review, the Contractor will prepare and submit to the COR for approval a procedure for conducting all design reviews required under this contract. The procedure will include a list of participants and the responsibilities of participants.

Please note: The Contractor shall be responsible for the construction cost impact of all A-E errors and omissions not identified during the design review process that are related to coordination, dimension discrepancies, or similar issues. Therefore any necessary changes to correct deficiencies due to these errors and omissions that occur during the construction phase will be the responsibility of the Contractor and will not be considered under the equitable adjustment clause. Design errors and omissions related to calculations mistakes, code violations, or similar issues shall not be the contractor's responsibility. See also clause 252.236-7001, CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS, Section 00700.

1.3.8 Cost Estimate Preparation.

1.3.8.1 Cost Estimate

The Contractor shall provide an independent detailed cost estimate of project work for each design submittal. The cost estimates shall reflect the best estimate of the cost to construct the project described in the drawings and specifications provided to the contractor by the A-E. Cost estimates shall include projected escalation of costs as may occur due to the schedule for construction award. Cost estimates shall be based on the same drawings and specifications provided to the Government for its review. Contractor prepared cost estimates shall be provided with twenty-one calendar days of receipt of the submittal from the AE. The estimate format shall match the AE's estimate format so line item comparisons and analysis can be made. The AE will meet with the contractor after award to discuss estimate format. This meeting will be held in Oklahoma City. Cost estimates shall be provided for each of the design milestones listed above.

1.3.8.2 Estimating Guidelines

The Contractor's cost estimator should follow the following guidelines in developing the estimates:

1. Unit costs are reasonable
2. Quantity takeoffs are accurate
3. All design elements are included
4. Level of detail is appropriate to design stage
5. Formats are correct
6. Cost escalation factors are properly applied
7. Balance of costs among building systems are acceptable
8. Up-to-date scope modifications are reflected
9. Perform all necessary reconciliation and/or variance analysis

The Contractor shall coordinate and reconcile any differences between the A-E's cost estimate and the Contractor's cost estimate before the A-E can continue with design.

1.3.9 Problem Resolution.

The Contractor will assist the Government in problem resolution during the preconstruction phase. The Contractor will make recommendations on how to correct problems with respect to constructability, cost estimates, and other administrative or technical matters, and will notify the A-E in writing, copy furnished the government, of any errors or omissions found. Routine design problems and issues usually can be resolved directly between the A-E and the Contractor. The Contractor shall not take any action, however, that impinges on the A-E's professional and contractual responsibility for the design of the project. The Contractor will advise the PM immediately of any problem which the Contractor considers beyond its ability to resolve, particularly problems which have the potential for jeopardizing the project goals relating to schedule, cost, quality or scope.

1.3.10 Coordination Meetings

In addition to the meetings already identified above, the contractor shall attend a minimum of five coordination meetings during the preconstruction phase. These meetings may be held at Fort Leavenworth, Kansas City, or Oklahoma City. These meetings are anticipated to last three days. Several members of the contractor's staff may be required to attend each meeting.

1.4 CONSTRUCTION (OPTION)

The Contractor shall perform the customary services of a general contractor during the construction phase of this project to provide a complete and usable facility in accordance with the approved plans and specifications. The final plans and specifications will be added to the contract at the time the option pricing is requested.

1.4.1 Competitive Pricing of Subcontracted Work

For all subcontracted work, the Contractor shall obtain competitive pricing from a minimum of three (3) independent sources. The results of competitive pricing shall be made available to the Government, and the Government shall participate in the price / quality trade-off process leading to the selection of sub-contractors. For items or work where three sources are not available due to circumstances such as uniqueness of the item, limited sources, regional shortages, the Contractor shall substantiate this situation to the satisfaction of the Government. The Contractor shall make recommendations for change or substitution of these items to promote the maximum competition available. Self-performed work is permitted if competitively priced, demonstrated to be in the Government's best interest and approved by the COR/CO. The Contractor shall solicit drawing and specification reviews from all sub-contractors pricing the work, and shall ensure that the sub-contractor pricing reflects the costs for resolution of any errors or omissions that were noted.

1.4.2 Award of Construction Option

Award of the construction option is contingent on several factors, to include:

- The ability to negotiate a construction price within funds available. If a negotiated price within the funds available for the project cannot be reached, the government reserves the right to not exercise the construction option and issue the project for competitive bidding.

- Congressional authorization and appropriation. This project is line item appropriated by Congress. If Congress does not authorize and appropriate funds for the project, the construction option will not be awarded or will be delayed until Congress approves the project.

- Participation of the contractor during the preconstruction services. If the contractor does not participate at an acceptable level during design in all phases as outlined in this solicitation, the government reserves the right to not exercise the construction option and issue the project for competitive bidding.

- Excessive team turnover and lack of team commitment to the project will also be a consideration for awarding or not awarding the construction option.

1.5 CONTRACT ADMINISTRATION

1.5.1 Contract Type

The government contemplates award of a Fixed-Price contract under FAR 16.202 for the preconstruction services portion of this contract. The optional construction portion of this contract will be a Fixed-Price Incentive (Successive Targets) contract under FAR 16.403-2. See FAR 52.216-17 for detailed procedures and instructions related to cost and price administration for the Construction option. The contractor shall provide initial target costs and profit at the 65% design stage.

1.5.2 Fixed Price Incentive - Successive Targets Production Point

1.5.2.1 Scope

When the AE has completed the 100% construction documents, considering the contractor's review comments, the Production Point, as defined in FAR 52.216-17 "Incentive Price Revision - Successive Targets" has been reached. At this point, the contractor shall submit the data required by paragraph (c) of the FAR clause 52.216-17. The parties may negotiate a firm fixed price, using the firm target cost plus the firm target profit as a guide, or may negotiate a formula for establishing the final price.

1.5.2.2 Content

In addition to the data required by paragraph (c) of FAR 52.216-17, the contractor shall include with the proposal a written statement of its basis which shall include:

- A list of the construction documents, including all amendments and conditions of the contract, which were used in preparation of the firm target price proposal.

- A list of allowances and a statement of their basis.

- A list of the clarifications and assumptions made by the contractor in preparation of the firm target price proposal to supplement the information in the construction documents.

- The proposed firm target price, organized by trade categories, allowances, contingencies and other items that comprise the firm target price.

- The date of substantial completion upon which the firm target price is based, and a schedule of the construction documents issuance upon which the date of the substantial completion is based.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

(End of Section)