

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 18
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 13-Sep-2004	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356		CODE W917PM	7. ADMINISTERED BY (If other than item 6) See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W917PM-04-R-0017	
			<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 20-Aug-2004	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer 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: (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 <input type="checkbox"/> is not, <input type="checkbox"/> 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.) Amendment number three as described in the attached "Summary of Changes"				
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)	
			TEL: _____ EMAIL: _____	
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 13-Sep-2004

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Afghanistan - Tajikistan Bridge Amendment 3 dated 13 September 2004

Note: The Title of the Project, Afghanistan-Tajikistan Bridge, or more formally Afghanistan-Tajikistan Bridge over the Pyandzh River, is not changing as stated on the Solicitation Website.

Note: The Intergovernmental Agreements between the US and Afghanistan, the US and Tajikistan and Afghanistan and Tajikistan are available. Please contact Joni Rhiner at joni.rhiner@TAC01.usace.army.mil for a copy.

Replace the Bid Schedule with the following:

BID SCHEDULE

The Contractor shall provide a price for all items. The Government will evaluate the Contractor's entire proposal to determine which CLINs represent the best value to the Government. All items are "Lump Sum."

Item No. Description Amount

0001	Mobilization/Demobilization for Construction of the Afghanistan - Tajikistan Bridge	\$
0002	Prepare Site Master Plan, Complete Site Grading and Drainage Plan, Temporary Camps Plan	\$
0003	Clear Entire Site of all Mines and Unexploded Ordnance	\$
0004	Provide Corps of Engineers Field Office facilities as per Section 1500, Paragraph 1.6.1	\$
0005	Provide the COE Field Facilities as per Section 1500, Sections 1.6., 1.6.2, 1.6.3, 1.6.4, 1.6.5, 1.6.6, 1.6.7	\$
0006	Design of the Afghanistan - Tajikistan Bridge and Abutments	\$
0007	Construction of the Afghanistan - Tajikistan Bridge and Abutments	\$
0008	Design and Construction of the Approach Roads to the Afghanistan – Tajikistan Bridge	\$
0009	Perform entire site grading and site restoration	\$

Delete the following extraneous titles and text from Bottom of page 3 and top of page 4:

“DELIVERY INFORMATION

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

Section 00100 – Bidding Schedule/Instructions to Bidders

BASIS OF AWARD

BASIS FOR AWARD”

Change Section 00100 Bid Schedule/Instruction to Offerors, Subsection B.9 (a) Experience (a factor):

Replace the 2nd paragraph with:

An offeror can maximize their potential for higher evaluation rating by simply providing the type of information requested for as many projects meeting the requirements as practicable, but not exceeding ten projects total. There is no benefit to listing a greater number of projects that do not satisfy one or more of the requirements

Change Section 00100 Bid Schedule/Instruction to Offerors, Subsection B.9 (e) Use of Local Labor (a factor):

Replace the last sentence of this paragraph with:

Any information provided in excess of the five page limitation will not be considered by the Government, and accordingly, may lead to a lower rating for the offeror with respect to this factor.

Replace Section E. PROPOSAL FORMAT, Section E. HAND-CARRIED AND EXPRESS MAIL PROPOSALS, and F. ELECTRONIC SUBMISSION OF PROPOSALS with the following:

E. PROPOSAL FORMAT

All proposals must be submitted in Adobe Acrobat® format and as Adobe Acrobat® files. Further, all proposals must be submitted in two parts; the first part being the Cover, the Introduction, and the Required Submission to satisfy the Non-Pricing Evaluation Criteria; the second part being the Cost Proposal and supporting documentation. The two parts shall be separate files or folders and be clearly titled so files can easily be segregated into “Non-Pricing Criteria” and “Cost Data” categories.

F. DELIVERY INFORMATION

All proposals must be submitted by e-mail or delivered on CD-ROM to the Corps Office in Kabul, Afghanistan.

E-mailed submissions should be sent to both of the following e-mail addresses:

and AED-Contracting@tac01.usace.army.mil
Sherry.F.Gaylor@tac01.usace.army.mil

There is no guarantee that the network will be available and operating the day proposals are due. Further, the Government will not accept responsibility for computer network failures or for a busy network. Therefore, if you submit your proposal via e-mail, we strongly urge you to “send” your proposal up to one day or more in advance of the deadline. Multiple, last-minute e-mails with large attached files could be very unreliable. We encourage you to send your submission with the “Tell Me When This Message Has Been Delivered” option, but be advised the official date and time received will be determined by the clock and calendar on the Government’s computer. If the network is down for eight (8) or more hours the day the submittals are due, the Government will extend the deadline for e-mail submissions by the time the network was down.

CD disks may be hand-delivered to the address below:

U.S. Army Corps of Engineers
Afghanistan Engineer District
Attn: Sherry Gaylor, Contracting Officer
TAC House Charahi-Shepor
Next to UNAMA Compound A

CD Disks can also be sent by Package Delivery service such as Fed EX or DHL. The address they deliver to is:

Sherry Gaylor, Contracting Officer
Afghanistan Engineer District
TAC House (Next to Old UNAMA Compound)
Kabul, Afghanistan

The Offeror may submit up to three additional hard-copy print-outs of the technical submittal file(s) and/or the cost proposal file(s) in three-ring binders. No special consideration will be given to offers so presented.

Insert Clause Section 00700 Contract Clauses:

Insert the following clause after 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor’s information. The Government

shall not be responsible for any interpretation of or any conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the resulting of site investigations and are attached to Section 01060.

(b) Weather conditions: Each proposer, before submitting his proposal, shall have made his own investigation of weather and river conditions that might occur during the construction period. The procedure for determination of time extensions for unusually severe weather will be as indicated in Section 01060 SPECIAL REQUIREMENTS, Subsection 1.42 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.

(c) Transportation facilities: Each proposer, before submitting his proposal, shall have made his own investigation of the conditions of marine and air transportation, port facilities, ports of entry, public and private roads, clearances, restrictions, load limits, and of the limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities, or limitations thereon shall not become a basis for claims for damage or extension of time for completion of the work.

(End of Clause)

Insert the following two clauses after 52.236-17 LAYOUT OF WORK (APR 1984):

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail

(1) the proposed fabrication and assembly of structural elements, and

(2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of Clause)

52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS

Architect or Engineers registered to practice in the United States, Canada, Australia, Taiwan, Japan or Western Europe (England, France, Germany, Holland, Denmark, Finland, Italy, Spain, Portugal, Belgium, or Switzerland) shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil or other engineering features of the work in this solicitation.

(End of Clause)

Replace clause 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995):

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for 17 September 2004.

(c) Participants will meet in front of the Avesta Hotel in Dushanbe, Tajikistan at 0600 local time. Each participant should have their own vehicle, with a full tank of fuel for the caravan trip to the bridge site. Persons who have requested prior approval to enter the Tajik/Russian Border Zone will be escorted to the Tajik overlook. Others are welcome to cross the River via the ferry and view the project site from the Afghan side. An Afghan visa would be required to cross the river.

Replace clause 52.248-3 VALUE ENGINEERING (CONSTRUCTION) (FEB 2000):

52-248-3 VALUE ENGINEERING -- CONSTRUCTION (FEB 2000)

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) *Definitions.* "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that --

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change --

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) *Government action.*

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing

the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing* --

(1) *Rates*. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by --

- (i) 45 percent for fixed-price contracts; or
- (ii) 75 percent for cost-reimbursement contracts.

(2) *Payment*. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to --

- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering -- Construction clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of Clause)

Section 01060 SPECIAL REQUIREMENTS:

Replace the second paragraph in Subsection 1.6 PROJECT SIGN:

At some possible future date, fifteen (15) calendar days after notice from the Contracting officer, the Contractor shall install a similar sign where directed by the Contracting Officer on the Afghan side of the River. The sign shall be in the English and the Dari languages. All other requirements of the above paragraph are applicable. The contractor shall not install the Afghan-side sign without permission of the Contracting Officer.

Add new Subsection 1.42.3 Seasonal Flow of the Pyandzh River.

1.42.2 SEASONAL FLOW OF THE PYANDZH RIVER

Water elevation and flow in the Pyandzh River at the Bridge Site typically vary throughout the year with highest flow from snow melt in the Pamir Mountains to the east and north of the site. The Contractor shall provide equipment and schedule work appropriate for river conditions. Water levels and current velocities in the Pyandzh shall not become a basis for claims for damage or extension of time for completion of the work.

Change Title of Subsection 1.53:

1.53 IDENTIFICATION OF PERSONNEL AND VEHICULAR ACCESS TO THE PROJECT SITES

Replace the 2nd sentence in Subsection 1.53 IDENTIFICATION OF PERSONNEL AND VEHICULAR ACCESS TO THE PROJECT SITES:

The Afghan Border Forces maintain the ultimate authority for establishing and maintaining border security requirements in Project areas on the Afghan side of the River.

Subsection 1.54: Delete "Not used." And replace with the following:

1.54 RIVERINE OPERATIONS

Construction of some bridge elements will require substantive work from floating plant fixed in the Pyandzh River. The Contractor shall, with 40 days of receiving Notice to Proceed, prepare and submit for Government Approval, a plan for all Riverine Operations required for construction of the Bridge.

1.54.1 Riverine Operations Plan

At minimum, the Contractor's Riverine Operation Plan shall include the following.

- a) A listing of all the definable features of work that will require all or a part of the work to be accomplished from floating plant.
- b) The hydrology of the Pyandzh River in the vicinity of the Bridge, with particular attention to historic and potential water levels and currents broken out by month.
- c. Complete descriptions of all floating plant, including, but not limited to, floating cranes, work barges, work boats, crew boats, etc., to be employed by the Contractor in the construction of the Bridge.
- d. Proposed methods for positioning and maintaining fixed positions of floating plan when required.
- e. Complete description, including plan and specifications, for all docks, piers, bulkheads, causeways, or any other means the Contract will establish for safe and efficient access and transfer of personnel, equipment, and materials. The Contractor shall clearly explain how such access and transfer will take place at all likely River stages.
- f. The Contractors plans for safety in Riverine Operations, especially with respect to persons falling overboard, man-overboard drills, personal floatation devices (PFD), etc. This section, once approved, shall be incorporated into the Accident Prevention Plan for the Project. (See Section 01525 SAFETY AND OCCUPATIONAL HEALTH, Subsection 1.8.1 APP Contents.
- g. The Contractors plans, equipment, and personnel, for providing Government personnel complete access to all work sites attended by floating plant at any time requested.

Section 01335 SUBMITTAL PROCEDURES FOR DESIGN-BUILD PROJECT

Replace Subsection 3.1.2 Government Design Changes:

3.1.2 Government Design Changes

Government design changes which do not increase construction costs shall be made at no additional design charge to the Government. The Contracting Officer may request design submittals in addition to those listed when deemed necessary to adequately describe the work covered in the contract documents. Submittals shall be made in the respective number of copies and to the respective addresses set forth in the paragraph entitled SUBMITTAL PROCEDURE. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Replace Headers in Section 01420 Sources of Reference Publications (pages 2-39):

Header: (Left aligned)

Afghanistan- Tajikistan Bridge
Request for Proposals
Section 01420 SOURCES OF REFERENCE PUBLICATIONS

Replace Headers and Footers in Section 01450 Design and Construction Quality Control:

Header: (Left aligned)

Afghanistan- Tajikistan Bridge
Request for Proposals
Section 01450 DESIGN & CONSTRUCTION QUALITY CONTROL

Footer (Centered)

Section 01450 - Page __(#)

Replace Headers and Footers in Section 01500 Temporary Construction Facilities:

Header: (Left aligned)

Afghanistan- Tajikistan Bridge
Request for Proposals
Section 01500 TEMPORARY CONSTRUCTION FACILITIES

Footer (Centered)

Section 01500 - Page __(#)

Section 01500 Temporary Construction Facilities

Replace Subsection 1.5.8 Security Provisions:

1.5.8 Security Provisions

Adequate outside security lighting shall be provided at the contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment.

Replace Subsection 1.6.4 American-Style Mess Facilities:

1.6.3 American-Style Mess Facilities

The Contractor shall provide a Mess Hall, Kitchen Facilities, cooks and foods to provide American-Style breakfast and dinner meals with seating for up to ten Government personnel each and every day of the project. In addition, the Contractor shall provide equipment and foodstuff for American-style self-service preparation for lunch and for snacks. Mess hall shall be open all hours between 0600 and 2000. The mess is to always have hot coffee, hot tea, cold water, and cold juice/soda between 0600 and 2000. A lockable vermin-proof storage room shall be provided for consumables. Refrigerated and freezer storage shall be provided with capacity to support the feeding requirements described herein. The mess facilities may provide non-US style meals as approved by the Contracting Officer and do not need to be exclusive to Corps personnel. Breakfast and Dinner meals shall be available for appropriate posted periods, not less than ninety (90) minutes each.

Add new Subsection 1.11 FLOATING PLANT AND MARINE OPERATIONS:

1.11 FLOATING PLANT AND MARINE OPERATIONS

The Contractor shall construct or provide docks, piers, bulkheads, or other means for safe access of personnel to floating plant and for transfer of equipment and materials to floating plant. Plans and specifications for these structures shall be submitted to the Contracting Officer for approval at least 15 days before any on-water work is to begin. The Contractor shall consider all likely River stages in design of these structures.

Replace Headers and Footers in Section 01525 Safety and Occupational Health:

Header: (Left aligned)

Afghanistan- Tajikistan Bridge
Request for Proposals
Section 0125 SAFETY AND OCCUPATIONAL HEALTH

Footer (Centered)

Section 01500 – Page __(#)

Section 01525 Safety and Occupational Health:

Replace Title of Subsection 1.8.1:

1.8.1 Accident Prevention Plan Contents

Replace first sentence under “1.8.1 Accident Prevention Plan Contents” with:

In addition to the requirements outlined in Appendix A of USACE EM 385-1-1, the following is required:

Subsection 1.8.1; Accident Prevention Plan Contents; Add new Subparagraph “k” after subparagraph “j.”

k. Riverine Operations Safety Plan. The Contractor shall prepare and submit Riverine Operations Safety Plan to the Contracting Officer for approval. The plan will address all operations of floating plant on the River, including transfer from shore to floating plant, or vice versa, of personnel, equipment, and materials.

Questions and Answers:

Q1. Would you consider allowing the bidders to include a 3-5 page Executive Summary in the beginning of the proposal to highlight and summarize the content of the remainder of the document?

A1: There is nothing in the instructions that prevents you from submitting an Executive Summary. Reviewers will probably see same and may gain better understanding of your firm or of your proposal from the summary. However, your proposal will only be rated on the information contained in the prescribed pages and only if the write-ups in those pages is within the stated limits. Therefore, it could hurt your overhaul rating to include salient points in the summary that are not also presented in the evaluated pages.

Q2. Section 01060, Para. 1.5 - Would you please elaborate on any limitations, if any, regarding the arming of security personnel provided by the contractor. Please address this issue for personnel working in Afghanistan and personnel working in Tajikistan, assuming the requirements are different.

A2: Tajikistan law prohibits any person other than Government employees from carrying firearms of any sort. We suggest reading the Tajik-US Agreement on the Bridge that was passed out at the Pre-Bid and urge your consideration of using Tajik Border Police and Tajik Ministry of Security personnel for perimeter security on the Tajik side of the River. I know of no similar prohibitions in Afghanistan nor have I knowledge of any Afghan Government Police or other forces local to the Bridge Site. Security for the recent geotechnical study by the Corps was hired and the security personnel were well armed.

Q3: Section 01060, Para. 1.24 - We have interpreted this language to allow the design to be performed by engineers that are not registered in the listed countries, as long as the design is reviewed and approved (i.e., stamped) by engineers from the listed countries. Please confirm that this is an acceptable approach.

A3: Your reading and understanding of Subsection 1.24 of Section 01060 is as the authors intended.

Q4: Section 01060, Para. 1.58 references an Accident Prevention System Manager, while Section 01525, Para. 1.6.2.1 references a Site Safety and Health Officer. We are assuming that these references actually refer to the same position on the project. Can you confirm this assumption?

A4: Yes; it is one person

Q5. Section 01060, Para. 1.58 refers to an Assistant Project Manager. We are assuming that given the size and complexity of this project, this responsibility can be performed by one of our senior managers on the project as a dual responsibility, as opposed to a separate, stand-alone position. Is this acceptable?

A5. Yes. That seems reasonable.

Q6. Section 01525, Para. 1.13: Is it permissible for the contractor to utilize in-house accredited resources to perform construction materials testing and other sampling/testing required by the contract, or are we required to subcontract out this work to a third party?

A6: The header and footer are incorrect (saying "Section 01525 - Page 13"), but your question is answered in Section 01450 DESIGN AND CONSTRUCTION QUALITY CONTROL; Subsection 1.13.2 Construction Materials Testing Requirements.

Q7. Per the solicitation, the proposal is limited to 45 pages in length. If the offeror does not require the number of pages allotted to an individual section, can the unused pages be allotted to another section as long as the entire proposal does not exceed 45 pages in length?

A7: No. Any section exceeding the stated limit will not be evaluated beyond the last page of the number of pages stated. In such case, any pertinent information that you might include on the next page over the limit would not be considered.

Q8. Section 01525, Para. 1.6 requires the contractor to erect the Government's field facilities within 60 days of NTP. Our early preliminary schedule indicates that we will not be mobilizing to the site to begin field work until the Spring of 2005. Is it acceptable to delay the installation of the Government's field facilities to correspond with the installation of our facilities in order to preclude the need to provide security at the site throughout the winter of 2005?

A8. The Corps would like field facilities set up at least 30 days in advance of actual work starting on the bridge foundations. Note that Section 01010 SCOPE OF WORK states on the second page:

The Contractor shall begin work within 10 calendar days, and mobilize and begin physical construction of the bridge foundations within 100 calendar days of Notice to Proceed (NTP). The Contractor shall complete all other work and have the bridge and access roads open to traffic flow within 24 months after NTP.

Q9. Section 01060, Para. 1.22 requires the contractor to provide the Government's vehicles within 60 days of NTP. This is the same issue as above. Can this be delayed until the vehicles are required at the site in the Spring of 2005?

A9. The Corps would like the vehicles at the same time as the field facilities. See previous answer.

Q10. Section 01525, Para. 1.6.1 requires the installation of the Government's field facilities on Tajik Bluff. We are considering locating our facility on the Afghanistan side of the river. Is it possible to move the Government's facilities to the same side of the river as our facilities to facilitate communications on the project, as long as we provide an unobstructed view of bridge site?

A10. Yes, but if and only if, you can provide the same level of physical and personal security at the Afghan site as at the Tajik site to the satisfaction and approval of the Contracting Officer. And note that if, for some reason, the Government field facilities cannot be move to the Afghan side, the Contractor's offices should not either as "Contractor's Offices for PM, CQC, and Safety should be nearby the Corps Offices," per Section 01500 TEMPORARY CONSTRUCTION FACILITIES, Subsection 1.6.1 Corps of Engineers Offices.

Q11. Approach roads are shown as asphalt. Is concrete acceptable?

A11. Concrete is considered an upgrade. If the final design proposes concrete instead of asphalt, at no additional costs to the Government, and if the design meets all applicable highway standards, then the substitution will be accepted.

Q12. Concrete Piers are shown. Are steel piers acceptable?

A12. The Corps is unlikely to accept substantive deviation from the 35% Design calling for reinforced concrete Piers.

Q13. Section 01060 refers to following Host Nation Requirements. Which country is the Host Nation? What are the requirements?

A13. This is an International Bridge. The border between Afghanistan and Tajikistan is the center of the River which is approximately the half-way point on the Bridge. The contractor will have to comply with the rules and regulation of each Country when in their respective territories. There will likely be employees from each country. Most requirements are related to visas, permits, permissions, etc. The Contractor should be aware of the applicable laws in both countries.

Minutes from the 7 September 2004 Pre-Bid Conference

The Pre-Bid Conference for the Afghanistan-Tajikistan Bridge was held 7 September 2004 in Kabul, Afghanistan and Winchester, Virginia.

Mr. Doug Sommer, Deputy District Engineer for Project Management, Afghanistan Engineer District welcomed everyone to the Conference and remarked on the importance of the Project.

The Project Manager, Mr. Brian Walls, explained the rules of conduct for the meeting and asked that everyone introduce themselves and state whom they represent. He also asked that anyone posing a question again identify themselves prior to asking the question. The moderator was to then to repeat the question for clarity. Mr. Walls stated the agenda calls for a project overview, a review of the solicitation and amendments, a general discussion of the technical requirements, and then a question and answer session.

Ms. Sherry Gaylor, Contracting Officer, covered the Solicitation. Instructions to Offerors and select Contract Clauses were reviewed in detail to ensure bidders understood the procedures. Ms. Gaylor emphasized the importance of completing the paperwork properly so the proposal is accepted and considered. She stressed the importance of addressing the evaluation factors, following and completely filling out the Bid Schedule, and the bid due date and submittal procedures. She also stressed the importance of filling out form 1442 properly, especially the 2nd page information on contacts. She also stressed the importance of acknowledging all amendments.

Mr. Walls stated that Amendment #1 essentially replaced all of the Technical Sections of the Solicitation from Section 01010 though Section 01525. Amendment #2 provided additional information on the timing on this Pre-Bid Meeting and the upcoming Site Visit.

Mr. Walls also reported that all of the Reports and Drawings on the Baker website were now "Final" 35% Design Reports. Changes and corrections to the Drawings are "clouded" and any significant changes to texts are listed in the Final Reports.

Ms. Joni Rhiner, reviewed the Local Cooperation Agreements (LCA) signed for this project. There are three: the Afghanistan – U. S. Agreement, the Tajikistan – U.S. Agreement, and the Afghanistan – Tajikistan Agreement. Copies were made available at the meeting.

Mr. Walls said the Amendment #3 would be issued in a few days, after the end period set for potential offerors to submit questions.

A short Question-and-Answer period followed. Questions #11 through # 13, above, were asked and answered.

(End of Summary of Changes)