

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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2. AMENDMENT/MODIFICATION NO. A001
3. EFFECTIVE DATE 09-08-2016
4. REQUISITION/PURCHASE REQ. NO. PR5608394
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
US Embassy Kyiv
4 Igor Sikorsky St.
Kyiv 04112
Ukraine
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
9A. AMENDMENT OF SOLICITATION NO. (X)
SUP300-16-Q-0013
9B. DATED (SEE ITEM 11) X
08-26-2016
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 13)
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.)

The purpose of this amendment is to modify the scope of works and requirements to the project completion terms, and to extend offers due date- see the attached pages.

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)
Joey Klinger, General Service Officer
15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)
16C. DATE SIGNED
09-08-2016

1) Section B, paragraph 2.0 Scope of Work is modified as follows:

2.0 Scope of Work

2.1 Design

- 2.1.1 Design the garbage corral to be located at the back side of the Office Building basement staircase (see Attachments 2, 3).
- 2.1.2 Garbage corral shall consist of concrete walls. The exterior surface of the walls shall be finished with stone to match the Office Building façade finish and color scheme. The finishing of interior surface of the walls is not required. Top of the walls shall receive the stone caps.
- 2.1.3 Walls shall have adequate concrete footer, bottom of which shall be located below the frost line.
- 2.1.4 Area between the walls and area from garbage corral to the two-storied building concrete sidewalk shall be paved with concrete paving elements. Pavement inside the garbage corral shall be horizontal. Pavement between the corral and the concrete sidewalk shall be sloped to meet the elevation of the sidewalk edge.
- 2.1.5 Front side of the garbage corral shall receive aluminum (preferred) or solid metal gates (alternative), two wings, opening to the outside. The gates shall have a latch on the gate exterior and gate handles and rods to hold the gates in place and to prevent them from occasional opening and closing. The metal gates shall be painted with minimum two coats of black paint for outdoor metal surfaces.
- 2.1.6 The Contractor should remove the lawn grass and construct the concrete entrance way for the BobCat to get inside the garbage corral.
- 2.1.7 The Contractor should remove the lawn and construct the straight concrete walkway (about 1.5 sq.m)
- 2.1.8 Garbage corral shall be free standing structurally and its elements cannot be connected to the Office Building structural elements.
- 2.1.9 Approximate dimensions shall be the following:
 - Sidewalk – 27 square meters
 - Corral concrete pad – 11.0 square meters
 - Height of walls – 1.6 meters
- 2.1.10 Completed design shall be submitted to the GTM and COR for review and approval before the start of the construction work.

2.2 Construction

- 2.2.1 Construct the garbage corral in accordance with the approved design.

- 2.2.2 Remove any debris daily and dispose them in accordance with the local laws. The Contractor should protect all existing surfaces and equipment in the area of work. Protection materials should be provided by the contractor. The contractor will repair or replace at his own cost if anything damaged due to the negligence of the contractor.
- 2.2.3 Repair or replace all defective and non-conforming work as directed by the COR.
- 2.2.4 Remove all tools, trash, and debris from the work site and contact the COR for final inspection.

2.3 Supplies and Tools

- 2.3.1 The contractor shall provide all necessary tools and equipment to perform the work.
- 2.3.2 All materials, except the finish stone will be furnished by the contractor. The finish stone will be US government furnished, Contractor installed. Contractor shall use high quality materials with minimum two years of manufacturer warranty.

2.4 Safety Practices

- 2.4.1 Contractor shall follow Safety policy and be subject to review of safety practices by the GTM, COR, POSHO, and APOSHO.
- 2.4.2 Each contractor performing maintenance/contract work in a US Government facility shall be subject to the provisions of the OSH Act of 1970, and the current safety standards including OSHA 1910 (general industry) and 1926 (construction).
- 2.4.3 All on-site employees of the Contractor and its Subcontractors shall be required to perform this SOW according to the standards, policies and procedures equal to or more stringent than those found in OSHA's latest edition of the 1910 (General Industry) & 1926 (Construction).
- 2.4.4 It is the contractor's responsibility to promote good safety practices and eliminate hazards during the performance of work.
- 2.4.5 Work must be performed in a manner that provides a safe environment for the workers and Embassy personnel and visitors.
- 2.4.6 The contractor is responsible for ensuring that their employees comply with all applicable regulations, industry accepted safety practices and guidelines, as they apply to their discipline of work.
- 2.4.7 All products and supplies to be used by contractor shall not endanger the safety and health of building and property occupants, and shall be safe for the environment and comply with local laws, policies, standards and regulations.
- 2.4.8 Contractor will use all necessary P.P.E. to perform all cleaning and maintenance tasks and will ensure safety procedures are followed.
- 2.4.9 Contractors shall be responsible for reporting all incidents immediately to the APOSHO in person or by telephone.
- 2.4.10 Contractors are responsible to ensure that all of the contractor's staff and any sub-contractors have been made aware of the Safety Practices in this

SOW, as a minimum, and agree to compliance and sign the Compliance Acknowledgment. See Attachment 1.

2.4.11 A copy of the Compliance Acknowledgment must be kept at the work site for the duration of the project for each contractor/sub-contractor.

2.5 Quality Assurance / Quality Control

2.5.1 The services being performed hereunder and the supplies furnished will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality.

2.5.2 The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such an inspection.

2) Section D DELIVERIES OR PERFORMANCE: FAR clause 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK is modified as follows:

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

(APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **2 calendar days** after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the first stage of project (garbage construction) ready for use not later than **32 calendar days** after the date the Contractor receives the notice to proceed;
- (d) complete the second stage of the project (finishing the exterior walls with stone) ready for use not later than **14 calendar days** after the stone is provided by the Government.

The time stated for completion shall include final cleanup of the premises.

3) The offer due date is hereby extended from 18:00 September 13, 2016 to 18:00 September 16, 2016.