# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE | OF | PAGES |
|---|---|---|---|
| J | 1 | | 11 |

| 2. AMENDMENT/MODIFICATION NUMBER | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQUISITION NUMBER | 5. PROJECT NUMBER *(If applicable)* |
|---|---|---|---|
| 0001 | 13 MAY 2026 | | N/A |

6. ISSUED BY CODE W912QR

W072 ENDIST LOUISVILLE
KO CONTRACTING DIVISION, 220 W MAIN STREET 3RD FLOOR
LOUISVILLE, KY 40202-2230
UNITED STATES
CHARITY MANSFIELD, EMAIL: CHARITY.A.MANSFIELD@USACE.ARMY.MIL
TELEPHONE: 502-693-6925

7. ADMINISTERED BY *(If other than Item 6)* CODE

SCD: PAS:

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

CODE FACILITY CODE

(X)

☒ 9A. AMENDMENT OF SOLICITATION NUMBER W912QR26RA035

9B. DATED *(SEE ITEM 11)* 11 MAY 2026

☐ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED *(SEE ITEM 13)*

## 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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)*

SEE SECTION G - CONTRACT ADMINISTRATION DATA

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER 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 NUMBER IN ITEM 10A. |
| ☐ | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, 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.)*

See Schedule

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)* | |
|---|---|---|---|
| | | JESSE E. SCHARLOW | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | Jesse E. Scharlow *(Signature of Contracting Officer)* | 12 MAY 2026 |

*Previous edition unusable*

**STANDARD FORM 30 (REV. 11/2016)**
Prescribed by GSA FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

**Block 14 (Description of Amendment/Modification):** Solicitation W9121R26RA035 for Design and Construction to Repair the Area Maintenance Support Activity/Equipment Concentration Site (AMSA/ECS) vehicle maintenance facility at Arden Hills ARC is hereby amended as follows:

A. Projects considered similar in size now include complete building renovation projects that include a minimum of 15,000 square feet (updated from 20,000 square feet) as outlined in the attached updated Section 00 22 16- Procedures for Submittal and Evaluation of Offers for Phase One.

B. The period of performance is updated from 999 days to 987 days.

C. RFO FAR 52.222-90 has been added.

D. FAR 52.248-3 has been deleted.

E. Section 00 73 00- Supplementary Conditions is replaced in its entirety.

F. All other terms and conditions remain unchanged.

## Section 00 00 00 - Procurement and Contracting Requirements

## The following changes have been made:

| INFORMATION | FROM | TO |
|---|---|---|
| Contract Issuing Office | W912QR<br>W072 ENDIST LOUISVILLE<br>KO CONTRACTING DIVISION, 600 DR MARTIN LUTHER KING JR PL<br>LOUISVILLE, KY 40202-2230<br>UNITED STATES | W912QR<br>W072 ENDIST LOUISVILLE<br>KO CONTRACTING DIVISION, 220 W MAIN STREET 3RD FLOOR<br>LOUISVILLE, KY 40202-2230<br>UNITED STATES |

## Section 00 01 15 - List of Drawing Sheets

## The attachments table has changed from:

No prior attachments

## To:

| Identifier | Document Name | Document Description | Reference Identifier | Date | Line Item | Page Numbers | Document Type | Provided Under Separate Cover |
|---|---|---|---|---|---|---|---|---|
| 0001 | Section 00 22 16- Procedures for Submittal and Evaluation of Offers for Phase One 11.5.2026 | Procedures for Submittal and Evaluation of Offers for Phase I | | 11 May 2026 | | | Attachment | No |

## The following contract documents were added:

Section 00 22 16- Procedures for Submittal and Evaluation of Offers for Phase One 11.5.2026

## Section 00 70 00 - Conditions of the Contract

## Additional Information/Notes

## The following clauses were deleted:

### FAR Clauses Incorporated by Full Text

### 52.248-3 Value Engineering-Construction. (Alternate I) (Oct 2025) Alternate I (Apr 1984)

*Alternate I* (Apr 1984). When the head of the contracting activity determines that the cost of calculating and tracking collateral savings will exceed the benefits to be derived in a construction contract, delete paragraph (g) from the basic clause and redesignate the remaining paragraphs accordingly.

## Section 00 72 00 - General Conditions

## The following clauses were added:

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0038) | Apr 2026 | | |

## Section 00 73 00 - Supplementary Conditions

## Miscellaneous text in this section has been modified to:

### Section 00 73 00 - Supplementary Conditions

Commencement, Prosecution, and Completion of Work - Construction *(Apr 1984)*

The Contractor shall be required to (a) commence work under this contract within *10* calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than *987 calendar days after receipt of Notice of Proceed.* The time stated for completion shall include final cleanup of the premises.

(End of condition)

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 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 result of site investigations by *surveys.*

(b) Weather conditions - *The contractor shall make their own investigations as to weather conditions at the site. Data may be obtained from various National Weather Service officers located generally at airports of principal cities, the nearest to this project being:* Minneapolis-Saint Paul International Airport.

(c) Transportation facilities - *Access routes are provide to the site in the drawings.*

(d) Historical data for all areas may be obtained from:

U. S. Department of Commerce

National Climatic Center
Federal Building
Asheville, N. C. 28801

(End of condition)

Site Visit (Construction) *(Feb 1995)*

(a) The conditions, Differing Site Conditions, and 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 will be scheduled with the Phase II amendment for this project. Any further details will be provided when the Phase II amendment is released for this project.

(End of Condition)

**UAI 5152.236-9011 Design-Build Construction Contracts**

DESIGN-BUILD CONSTRUCTION CONTRACTS (MAR 2019)

(a) *Design-Build Contract Order of Precedence*. The contract includes the standard

contract clauses and schedules current at the time of contract award. It entails (1) the Solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(1) In the event of conflict or inconsistency between any portion of this contract, precedence shall be given in the following order:

i. Betterments: Any portions of the accepted proposal which both conform to and exceed the requirements of the Solicitation.

*ii.* The requirements of the Solicitation. *(See also FAR 52.236-21, Specifications and Drawings for Construction)*

iii. All other elements of the accepted proposal.

iv. Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

(b) *Personnel, subcontractors, and outside associates or consultants.* In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants

will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

(c) *Responsibility of the Contractor for Design.* The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(1) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(2) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(3) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(4) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

(d) *Contractor's Role during the Design Process.* The Contractor's construction

management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the design and construction quality control (QC) management programs with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation for eventual submission as Record Drawings. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(e) *Deviating from the Accepted Design.* The Contractor must obtain the approval of

the Designer of Record and the Government's concurrence, in the form of

supplemental agreement to the contract, for any Contractor-proposed revision to the professionally stamped-and-sealed and Government-reviewed final design that has been released for Construction before proceeding with the revision. The Government reserves the right to disapprove such a revision.

(1) The Government reserves the right to non-concur with any revision to the final design that has been released for construction, including those which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed design.

(2) Any Contractor-proposed revision to the design which deviates from the contract requirements (i.e., the Request for Proposal (RFP) and the accepted

proposal), will require a bilateral modification (e.g. supplemental agreement) to the contract before any work commences.

(3) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(4) The Contractor shall track all approved revisions to the reviewed and

accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

(f) *Value Engineering after Award*. In reference to Federal Acquisition Regulation (FAR) 52.248-3, Value Engineering - Construction, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(1) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(2) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements, which allow the offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted proposal a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements

generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(3) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

(g) *Warranty of Design.* The Contractor warrants that the design shall be performed in accordance with the contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph c of this clause, Responsibility of the Contractor for Design.

(1) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(2) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose or host nation law, as applicable to the place of construction performance.

(3) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

(h) *Government Re-Use of Design*. In conjunction with the Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7022, Government Rights (Unlimited), the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and record drawing documentation under the instant contract. Further, if the Government uses the design for other projects

without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

(End of clause)