

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 0	PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 15-Dec-2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY ARMY ATLANTA CONTRACTING CENTER 1301 ANDERSON WAY SW AFLG-PR FORT MCPHERSON, GA 30330-1096		CODE DAKF11	7. ADMINISTERED BY (If other than item 6) ARMY ATLANTA CONTRACTING CENTER INSTALLATION, LOGISTICS & ENVIRONMENTAL CONTRACTS 1309 ANDERSON WAY SW FORT MCPHERSON, GA 30330-1096		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BROWN AND ROOT SERVICES A DIVISION OF CHARLES J. (CHUCK) FIALA 9900 WESTPARK SUITE 204 HOUSTON TX 77063			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. DAKF11-99-D-0006	
			X	10B. DATED (SEE ITEM 13) 15-Dec-1998	
CODE OBY16	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input 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 type="checkbox"/> 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 document; (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 THE 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:					
X D. OTHER (Specify type of modification and authority) FAR 43.103(a) and 52.217-9					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This modification is issued to make the following changes See Continuation Sheet					
<small>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.</small>					
15A. NAME AND TITLE OF SIGNER (Type or print) John Wm. Gray, Contracts Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) UNITED STATES OF AMERICA		
15B. CONTRACTOR/OFFEROR <i>John Wm Gray</i> (Signature of person authorized to sign)			16B. UNITED STATES OF AMERICA BY <i>Katherine E Williams</i> (Signature of Contracting Officer)		
15C. DATE SIGNED 12/19/00			16C. DATE SIGNED 20 Dec 2000		

EXCEPTION TO SF 30
APPROVED BY QIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

This modification is issued to make the following changes.

a. Pursuant to the Option to Extend the Term of the Contract, the government unilaterally exercises the option to extend the term of the contract for the period 15 December 2000 through 14 December 2001. Option includes contract line items numbers and subline items 0011 through 0015. Base line pricing at Fort Polk incorporates new wage determination number 1994-2229, Rev 15, dated 09/14/2000 into the modification. Contractor and subcontractors shall update price schedules for Time & Material, Firm, Fixed Price, and Cost Plus Fixed Fee and submit to this office. Performance for other than Fort Polk shall be accomplished at time a task order identifies the performance area and will include the appropriate wage determination of applicable categories.

b. Annual review of clauses has resulted the update to current clauses and inclusion of additional clauses as identified in the summary of changes.

- 52.237-8 Restriction on Severance Payments to Foreign Nationals
- 52.237-9 Waiver of Limitation on Severance Payments to Foreign Nationals
- 52.242-4 Certification of Final Indirect Costs
- 252.222-7002 Compliance with Local Labor Laws (Overseas)

c. Section G, Contract Administration Data, Paragraph G.3, Preparation of Vouchers. Add paragraph e. Instruction for completing SF 1034 and a proper invoice

1. Reference FAR Clause 52.232-25 (a), (3)(i) through (a)(3)(viii). Invoice shall contain the following information or be subject to return by the designed paying office.

- (i) Name and address of the Contractor.
- (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (viii) Any other information or documentation required by the contract (such as evidence of shipment).
- (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

2. Standard Form 1034, is used as a certified invoice and receiving report for the paying office. The contractor shall ensure that all blocks appropriate to the contractor are completed. Special attention should be given to the following.

- (i) US Department, Bureau or Establishment and Location: Complete with: Army Atlanta Contracting Center, 1309 Anderson way SW (telephone number of the LOGJAMSS contracting officer) Fort McPherson, GA 30330-1096.
- (ii) Requisition Number and Date: Blank
- (iii) Contract Number and Date: Be sure to include the 14 digit contract number and 4 digit task order number
- (iv) At middle of page, Number and Date of Order: Complete with number and date of order.

- (v) Articles or Services: Ensure you insert the correct CLIN number to match the amount for payment
 - (vi) Quantity: Insert "1 lot"
 - (vii) DO NOT PLACE ACCOUNTING CITATION ON THE SF 1034.
 - ((viii) Stamp original document as follows: ORIGINAL INVOICE/RECEIVING REPORT.
 - (ix) Ensure all back up documents contain the contract number and task order number that corresponds with your voucher.
- d. All other terms and conditions remain unchanged

SUMMARY OF CHANGES

Changes in Solicitation/Contract/Order Form

The discount terms Net 30 Days has been added.

The number of invoice copies required has decreased from 4 by 2 to 2

The 'mail invoices to' has changed from 13 to 5

Changes in Section G

Summary for the Payment Office

The total funded amount of the contract remains unchanged.

Changes in Section I

The following clauses which are incorporated by reference have been added or modified:

252.225-7042 Authorization to Perform
52.232-22 Limitation Of Funds

JUN 1997
APR 1984

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.242-4	Certification of Final Indirect Costs	JAN 1997
52.237-8	Restriction on Severance Payments to Foreign Nationals	OCT 1995
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals	OCT 1995

CLAUSES INCORPORATED BY FULL TEXT

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.