

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NO.
				<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
				<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
				<input type="checkbox"/>	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 _____ 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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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.)
 Herbert Hoover Dike Rehabilitation, Structure Replacements, S-265 (KI-2) and S-266 (KI-1) Reconstruction, Okeechobee County, Florida

This Amendment is being issued to replace in its entirety FAR Clause 52.232-5001-Special Continuing Contract for Civil Works Project Managed by the United States Army Corps of Engineers [DEVIATION] and FAR Clause 999.215-4001-Limitations On Substitutions For Certain Positions And/Or Subcontractors. Please see attached Clauses on the attached Continuation Sheet.

Also, please make a pen and ink change to the second page of Amendment 0001 to read Amendment 0001 and not Amendment 0002.

All other conditions remain unchanged. Proposal due date remains unchanged.

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)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SF 30 CONTINUATION SHEET

**Herbert Hoover Dike Rehabilitation, Structure Replacements, S-265 (KI-2) and S-266 (KI-1) Reconstruction,
Okeechobee County, Florida**

SUMMARY OF CHANGES

Volume 1 of 2 – Contract Documents:

Per Section 00800, DELETE FAR Clause 52.232-5001-Special Continuing Contract for Civil Works Project Managed by the United States Army Corps of Engineers [DEVIATION] and FAR Clause 999.215-4001-Limitations On Substitutions For Certain Positions And/Or Subcontractors and replace with FAR Clause 52.232-5001-Special Continuing Contract for Civil Works Project Managed by the United States Army Corps of Engineers [DEVIATION] and FAR Clause 999.215-4001-Limitations On Substitutions For Certain Positions And/Or Subcontractors.

52.232-5001-Special Continuing Contract for Civil Works Project Managed by the United States Army Corps of Engineers [DEVIATION]

(a) Funds are not available at the inception of this contract to cover the entire contract price. The liability of the Government is limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract, except the Termination for Convenience clause. The sum of \$1,000,000.00 has been reserved for this contract and is available for payment to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors, will be reserved for this contract.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of contract and shall not entitle the Contractor to a price adjustment under the terms of this contract.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 120 days prior to the estimated date of exhaustion. Unless informed in writing by the Contracting Officer that additional funds have been reserved for payments under the contract, the Contractor shall stop work upon the exhaustion of funds.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of 100 days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve additional funds for this contract sufficient to cover the Government's estimate of funding required for the first quarter of that fiscal year, the Contractor, by written notice delivered to the Contracting

Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract. Reservations of funds shall be made in writing via an administrative modification issued by the Contracting Officer.

(End of clause)

999.215-4001-Limitations On Substitutions For Certain Positions And/Or Subcontractors

LIMITATIONS ON SUBSTITUTIONS FOR CERTAIN POSITIONS AND/OR SUBCONTRACTORS

The award decision for this contract was based, in part, on an evaluation of the personnel and/or subcontractors the Contractor included in its proposal for the positions and/or items of subcontracted work identified at the end of this paragraph. The Contractor agrees these personnel and/or subcontractors will be employed as described in its proposal and no substitutes will be employed without prior written approval of the Contracting Officer or Administrative Contracting Officer. The Contractor further agrees that any proposed substitutes shall meet or exceed the qualifications of the original personnel and/or subcontractors. If the Contractor's proposal did not name a subcontractor for an identified item of work, the Contractor will not be allowed to subcontract that item of work without prior approval of the Contracting Officer or Administrative Contracting Officer. The limitations described herein shall apply to the following positions and/or items of subcontracted work that required the Offeror to: provide a letter of commitment using Attachment 2 for any subcontractor proposed to be used. Prime contractor will not be allowed to substitute a subcontractor's experience for its own; unless the subcontractor will be a team member in this requirement.

(End of paragraph number 999.215-4001)