

2. AMENDMENT NO. <b>0001</b>	3. EFFECTIVE DATE <b>27 AUG 2015</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY  <b>Naval Facilities Engineering Command Pacific (ACQ31) Building 62 4262 Radford Drive Honolulu HI 96818-3296</b>	CODE	7. ADMINISTERED BY <i>(If other than Item 6)</i>  CODE	

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> <b>N62742-15-R-1317</b>
	9B. DATED <i>(SEE ITEM 11)</i> <b>12 AUGUST 2015</b>
	10A. MODIFICATION OF CONTRACT NO. <input type="checkbox"/>
	10B. DATED <i>(SEE ITEM 13)</i>
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 © 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, IT MODIFIES THE CONTRACT NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*  
**RFP: J-001B FINEGAYAN UTILITIES AND SITE IMPROVEMENTS PHASE I**

The date and time for submission of proposals remains:  
September 14, 2015 at 2:00 p.m. HST

See next page

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME OF TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>		BY _____ <i>(Signature of Contracting Officer)</i>	

This amendment is issued for the following:

**FRONT END REVISIONS - NARRATIVE**

- 1.** Document 00100 is amended to add the attached DCMA Form 1620 at the end of this section.
- 2.** Document 00202, paragraph 2.2 Non-Price Evaluation Factors, Phase I, Factor 2 – Experience, (a) Solicitation Submittal Requirements, (2) Design Experience is amended as follows:

a. 2<sup>nd</sup> paragraph is deleted in its entirety and replaced with the following:

“For the Designer: Design of **underground utility systems** for water, sewer, and electrical systems **AND site improvements**, such as, roadways and mass grading completed within the past ten (10) years, approximately \$20,000,000 in construction project dollar value. Individual features do not have to be within a single construction project scope, however, projects containing individual features shall be (1) approximately \$10,000,000 in dollar value for the construction of underground utility systems, completed within 10 years of the date of issuance of this RFP, OR (2) approximately \$10,000,000 in dollar value for the construction of a site improvement project, completed within 10 years of the date of issuance of this RFP.”

b. Notes: Note 2 is deleted in its entirety and replaced with the following:

“2. Not Used.”

- 3.** All other terms and conditions remain unchanged.

-- End of Amendment --

# GUARANTY AGREEMENT FOR CORPORATE GUARANTOR

(Applicable to One or More Government Contracts)

The undersigned \_\_\_\_\_

(Insert Guarantor's Name)

\_\_\_\_\_  
(Insert Guarantor's Address)

for itself, its successors and assigns, hereinafter referred to as the Guarantor, requests the United States of America (Department of Defense) hereinafter called the Government, to award contract or contracts to

\_\_\_\_\_ a corporation

(Insert Contractor's Name)

organized under the laws of the State of \_\_\_\_\_ having its principal place of business

at \_\_\_\_\_

(Street Address)

in the City of \_\_\_\_\_ in the State of \_\_\_\_\_,

herein after called the Contractor. The undersigned Guarantor agrees to guarantee absolutely to the Government the full, complete and faithful performance of the Contractor of any and all contracts, hereinafter referred to as such contract, according to the terms and conditions thereof and at the time and in the manner provided therein.

In consideration of the award of any and all contracts to the Contractor, the undersigned Guarantor agrees as follows:

1. *Guaranty.* The Guarantor absolutely guarantees the full, complete and faithful performance by the Contractor of such contract, as such contract may be from time to time amended as authorized by its terms, according to the terms and conditions of such contract as so amended, and at the time and in the manner provided therein. The Guarantor agrees to provide the Contractor all necessary and required resources including financing, which are necessary to assure the full, complete and satisfactory performance of such contract.
2. *Extension of Time of Performance.* Any extension of the time of performance of such contract as so amended shall not release the undersigned Guarantor from liability hereon.
3. *Assignment.* This instrument shall bind the undersigned Guarantor, its successors and assigns. If any person, firm, corporation or entity other than the Contractor becomes obligated to perform the contract or any part thereof, whether by operation of law or otherwise, any and all rights of the Government against the Guarantor shall remain in full force.
4. *Default.* In the event of termination for default under the terms of such contract, or in the event of failure, insolvency, default, bankruptcy, arrangement, appointment of receiver of the Contractor or other liquidation of the Contractor, the Guaranty herein shall become absolute.
5. *Waiver of Notice.* The Guarantor waives notice of default on the part of the Contractor and agrees that its Guaranty shall become absolute without necessity for the giving of such notice.
6. *Continuation of Guaranty.* The Guaranty herein shall continue until full, complete and faithful performance of such contract as it may be from time to time amended as authorized by its terms.
7. *Default Liability.* In addition to all other guarantees contained in this Agreement, in the event that the Government terminates such contract for default and awards the uncompleted portion of such contract to another source at a fair and reasonable price, the Guarantor shall be liable for any excess costs incurred by the Government as a result of such procurement and for the repayment of any unrecouped payments (e.g., partial payments, Progress Payments, or Advance Payments) paid to the Contractor by the Government. In addition, the Guarantor shall be liable for all costs and expenses paid or incurred by the Government in enforcing this Guaranty. The Contracting Officer representing the Government in connection with such contract shall determine the total costs and expenses, if any, incurred by the Government.
8. *Enforcement.* This Guaranty Agreement shall inure to the benefit of and may be enforced by the Government.
9. *Construction.* Nothing in this Guaranty Agreement shall be construed to obligate the Government to award a contract to the Contractor.

10. Coverage, Termination, Waiver, and Expiration.

- a. Except as otherwise provided herein, this Guaranty Agreement refers to and shall be effective with respect to any and all contracts for supplies or services entered into, on or after the date of this Agreement between the Government and the Contractor. Unless otherwise indicated by the context the singular of the word "contract" as used in this Agreement shall mean the plural term "contracts" whenever this Agreement shall become effective with respect to more than one contract between the Government and the Contractor. For the purpose of any additional procurement of supplies or services called for by any agreement supplemental to a contract between the Government and the Contractor, the term "contract" shall refer to such supplemental agreement.

Additionally, this Agreement will include the contracts already in existence between the Contractor and the Government before the Agreement date, as specified here:

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- b. The Guaranty Agreement is a continuing guaranty and shall remain in full force and effect until the later of (1) the performance in full of the guaranteed obligations, or under the guaranteed contracts. (2) the termination of all continuing obligations and commitments of the Contractor under the guaranteed contracts. In the case of termination of the continuing commitments of the Contractor on any guaranteed contract, the termination notices must be given in writing citing the affected contracts.
- c. When the Government Contracting Officer determines that it is in the best interest of the Government to do so, the Contracting Officer may, by written notice addressed to the Guarantor at the Guarantor's address shown herein, waive the effect of this Agreement with respect to any specifically identified individual contract between the Government and the Contractor entered into after the date of such written notice. A separate written notice shall be given with respect to each contract that the Contracting Officer determines shall not be subject to the effect of this Agreement.
- d. In the event that all of the contracts covered by this Guaranty Agreement have been satisfactorily completed by the Contractor including all continuing commitment of the Contractor under the contracts, the Guarantor may request the cognizant Government Contracting Officer for this Guaranty Agreement to issue a written notice which states that this Guaranty Agreement is considered to have expired.

Executed the \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_.

\_\_\_\_\_  
(Guarantor)

By \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

Witness \_\_\_\_\_

Witness \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the duly elected Secretary of the Corporation named as Guarantor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Guarantor, was then \_\_\_\_\_ of said Corporation, that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal:

\_\_\_\_\_  
(Secretary)

Receipt of a copy of the above Guaranty Agreement is acknowledged.  
THE UNITED STATES OF AMERICA

By \_\_\_\_\_

\_\_\_\_\_  
(Contracting Officer)

\_\_\_\_\_  
(Contracting Officer Address)