

MOD-1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE PAGE OF PAGES
1 12

2 AMENDMENT/MODIFICATION NO 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ NO 5 PROJECT NO (if applicable)
MCC 05/16/2003

6 ISSUED BY CODE 7 ADMINISTERED BY (if other than item 8) CODE
USAID/M/OP E & E ROOM 7.09-102 RONALD REAGAN BUILDING 1300 PENNSYLVANIA AVE., NW WASHINGTON DC 20523-7100 USAID/ORHA ATTN NEIL G PRICE

8 NAME AND ADDRESS OF CONTRACTOR (No. street county State and ZIP Code) (X) 9A AMENDMENT OF SOLICITATION NO. 9B DATED (SEE ITEM 11) 10A MODIFICATION OF CONTRACT ORDER NO. EEE-C-00-03-00018-00 10B DATED (SEE ITEM 13) X 04-17-2003
BECHTEL NATIONAL INC ATTN: CRAIG ALBERT/CRAIG WEAVER 50 BEALE ST. SAN FRANCISCO CA 94105-1895

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 of 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 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.

(X) 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 E.O. 11223, FAR PART 43, Foreign Assistance Act of 1961, as amended.
D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible)
This Modification No. 1 is issued to definitized the aforementioned letter contract as described herein as well as to transfer Contracting Authority to Neil Price, BSAID/ORHA.
Accordingly the Letter Contract is definitized and modified as follows.
1 Contracting Authority as well as Administration are hereby transferred to Neil G. Price, Contracting Officer, USAID/ORHA, currently located in Kuwait City, Kuwait.
2. Delete from Page 1 SF 1442 Block 10 and Section B.1 and replaced by "Contract".

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) 15B NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b)(6) CHRISTINE E LYONS CONTRACTING OFFICER
15C DATE SIGNED 15D UNITED STATES OF AMERICA 15E SIGNATURE OF CONTRACTING OFFICER 15F DATE SIGNED
(b)(6) 5/16/03 (Signature of Contracting Officer) 05-16-2003

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2. The words "letter and definitized contract" in Section B.2 are changed to read "contract".
3. Section B.3 (a) is deleted in its entirety and replaced by the following that incorporates the negotiated price.

"The estimated cost for the performance of the work required hereunder, CLIN 0001-0009 and CLIN 11 exclusive of fixed fee, if any, is (b)(4). The fixed fee, if any, is (b)(4). The estimated cost plus fixed fee, if any, will not exceed \$79,833,259."

4. Section B.3 (b) is deleted in its entirety and changed to the following that incorporates the negotiated fixed fee on CLIN 0010.

"The estimated cost for the performance of the work required hereunder, CLIN 0010, exclusive of fixed fee, if any, is (b)(4). The fixed fee, if any, is (b)(4). The estimated cost-plus fixed fee, if any, is \$600,000,000.00."

5. Section B.4 the "PRICE SCHEDULE" is replaced by the following negotiated budget:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>COST</u>
0001	Salaries:	
0001A	Long Term	
	Nbr. of Person days: (b)(4)	
	*includes 7-day & 6-day workweeks	
0001B	Short Term	(b)(4)
	Nbr. of Person Days: (b)(4)	
0002	Fringe Benefits	
0003	Allowances	
0004	Travel and Transportation	
0005	Vehicles including GPS equipment & software	\$ 10,201,572
0006	Equipment and Furnishings	\$ 3,306,424
0007	Supplies	\$ 854,352
0008	Other Direct Costs:	\$ 656,087
0008A	Office Space, utilities and work camp	\$ 929,398
0008B	Communications including phones, network, satellite services, radios, etc	\$ 3,072,262
0008C	Vehicle operation, maintenance and repair	\$ 991,206
0008D	Vehicle Insurance	\$ 424,100
0008E	Office equipment maintenance and repair	\$ 110,250
0008F	Processing, training & other mobilization costs	\$ 400,000
0008G	DBA	\$ 1,141,118
0008H	MEDEVAC	\$ 21,330
0008I	Local medical support	\$ 1,300,000
0009	Subcontracts	
0009A	Demining	\$ 407,880
0009B	Quality Assurance Surveying	\$ 104,180
0009C	Local Agency Support	\$ 500,000
0010	Repairs, rehabilitation, reconstruction, construction and	

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	upgrading projects	
0010A	Total Estimated Cost	(b)(4)
0010B	Fixed Fee on 0010 (subcontract portion only)	(b)(4)
0011	Indirect Costs	(b)(4)
0012	Fixed Fee	(b)(4)
	(b)(4)	
	TOTAL	<u>(b)(4)</u>
		\$ 679,833,259

6. Section B.5 INDIRECT COSTS (DEC 1997) is deleted in its entirety to remove proprietary information and incorporate the negotiated ceiling indirect costs. Following is the replacement language:

"A. Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed using the latest Defense Contract Management Agency (DCMA) Corporate Administrative Contracting Officer (CACO)-approved billing rates that Contractor shall submit to the Contracting Officer and USAID Paying Office.

B. Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of 10 percentage points above the provisional rates for the same period. The government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This provision shall not change any monetary ceiling, cost limitation, or obligation established in the contract."

7. Section C.III.6.10. Security under the second paragraph, entitled "Special Security Conditions:" the words "key personnel" in lines one and five and "all proposed/selected key personnel" in line six changed to read "the Chief of Party/Program Director and Deputy Program Director".

8. Section F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE: the FAR reference "52.242-15" for "F.O.B. Destination Within Consignee's Premises (AUG 1984)" is changed to read "52.247-35".

9. Section F.8 KEY PERSONNEL, Paragraph A is deleted in its entirety and changed to the following to reflect changes in the COP and DCOP and to correct an oversight in individual replacement that occurred during negotiations of the basic award. These are:

" Name Title

(b)(6)

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(b) (6)

10. The following paragraph is added to F.8 KEY PERSONNEL to reflect the security clearance requirements for the positions cited and make this clause consistent with Section C.III.6.10 as revised above.

"C. The key personnel positions of Chief of Party/Program Director and the Deputy Program Director are required to have US citizenship and the applicable level of security clearance for the performance of the contract. "
11. Section G.2 Administrative Contracting Office is changed to read:

" Pursuant to FAR Part 42.202 Carlton Bennett, USAID/Egypt and Neil Price, USAID/ORHA are hereby delegated Contract Administrative Authority of this contract."
12. The word "TBD" is deleted from Section G.3 COGNIZANT TECHNICAL OFFICER (CTO) and replaced by "Robert MacLeod" who was formally designated on May 8, 2003.
13. The text of Section H.2 52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984) is deleted in and replaced by "DELETED".
14. The text of Section H.3 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is deleted in its entirety and replaced by "DELETED".
15. The text of Section H.4 52.216-25 CONTRACT DEFINITIZATION (OCT 1997) is deleted in its entirety and replaced by "DELETED".
16. Section H.8 AUTHORIZED GEOGRAPHIC CODE is changed from "899" to "935". The sentences "It is anticipated that Iraq will be designated as an authorized source" and "Its inclusion will be communicated as soon as it is approved" are hereby deleted and replaced with the following statement:

NOTE: ADDITIONAL LANGUAGE TO BE PROVIDED BY USAID OFFICE OF GENERAL COUNSEL IN NEXT MODIFICATION,
17. The word "TBD" is removed from Section H.9 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES and the following list is included.

"Vehicles:
4-wheel drive SUV type vehicles
15-passenger vans

Pick-up trucks
Office Furniture:

Desks
Chairs
Guest chairs
Bookcases
Computer desks
60 x 61 panels
60 x 30 panels
Drawer units
Credenzas
Lamps
Wastebaskets
Trays
Tables
End Tables
File cabinets
Conference Tables
Conference Chairs
Bulletin Boards
Coat Racks
Microwaves
Refrigerators

Computers/Communications:

GPS Transmitters
Cell Phones
Satellite Phones
Network Server/ Computers
Laptops Computers with Docking Stations
Printers
Plotters
Scanners
Radios
Radio Base Stations

Office Equipment:

Shredders
Safe
Cash Window
Digital Cameras
Overhead Projectors
Projector Cart
Copiers
Fax Machines

Other:

Medical Equipment"

18. The following changes and/or corrections were made to H.12 PERSONNEL
COMPENSATION:

18.a. H.12 (a) Limitations: DELETE the numbering of second sub-
paragraph "(1)" and in lieu thereof INSERT the number, "(2)".

18.b. H.12 (a) Limitations: DELETE the last sentence in subparagraph
(2), "On April 14, 2003, as follows:" and the Table following that
sentence and in lieu thereof INSERT, "An initial salary waiver listing

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was approved by the Procurement Executive on April 14, 2003. A copy of which is in the Official Contract file."

18.c H.12 (f) Initial Salaries; DELETE the text in its entirety and in lieu thereof INSERT: "Any initial starting salaries included in the Contractor's revised final proposal and accepted during negotiations are deemed approved upon contract execution."

18. d. H.12 (g) Work Week, (2) Overseas Employee:

(b) (4)

19. The text of Section H.13. SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT was removed in its entirety and replaced by "DELETED".

20. The new provision, "H.18 INDEMNIFICATION UNDER P.L. 85-804" is added based on the Presidential Memo of April 16, 2003 which authorized USAID use of this Public Law specifically for this Contract in Iraq.

"H.18 INDEMNIFICATION UNDER P.L. 85-804

USAID has been delegated authority to indemnify the Contractor against specified perils pursuant to P.L. 85-804. Upon receipt of the Contractor's formal request for indemnification, USAID will use its best efforts to expedite the review and approval process in order to meet the schedule needs as the project team deploys into Iraq. Once the Head of Agency approves the request, the clause at FAR 52.250-1 will be incorporated into the contract by contract modification. Indemnification will be limited to specified perils - namely, chemical, biological, radiological, or nuclear weapons, agents, or materials; land or sea mines or similar explosive devices; and unexploded ordnance - and will not apply to war risks in general. Furthermore, indemnification will be subject to the Contractor's obligation to seek diligently for insurance against covered perils and to acquire and maintain such insurance as soon as it is available on commercially reasonable terms and conditions."

20. The new provision, "H.19. PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES" is included.

"H.19 PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES

Contractor and its subcontractors shall immediately stop work in any work area where cultural resources or artifacts with archaeological or historical value are discovered and immediately notify USAID. The Contractor/subcontractors shall not disturb or take any artifacts, items, or materials from the area of discovery. After receiving approval from USAID, the Contractor and its subcontractors shall proceed with any stopped work. Neither Contractor nor any of its subcontractors shall have property rights to such artifacts, items, or

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materials, and must secure and guard such items until turning them over to USAID or other party as directed by USAID Contractor shall also require that its personnel and its subcontractors comply with this provision and respect all historic and archaeological sites in the areas where they are performing work.'

21. The new provision, "H.20. SAFETY OF CONTRACTOR PERSONNEL" is added.

(b)(6) & (b)(4)

22. The new provision, "H.21." is added.

"H.21. SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED "PERSONNEL" (AIDAR 752-7027) AND "INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (AIDAR 752.7032)

(a) In accordance with each of the above clauses of this contract, where under the Contractor may not send individuals outside the United States to perform work under this contract without the prior written approval of the Contracting Officer, the Contracting Officer does, hereby, provide said approval for those individuals required to travel outside the United States; provided, however, that concurrence with the assignment of any and all said individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad. Such approval must be within the terms of this contract, is subject to the availability of funds, and should not be construed as authorization to increase the total estimated cost or the obligated amount of the contract, whichever is less. A copy of each approval issued pursuant to this paragraph will be retained by the Contractor for audit purposes.

(b) After approval of the proposed international travel, the Contractor will notify the CTO of the arrival date and time and flight information of USAID financed travelers.

(c) Travel into Iraq will be in accordance with the applicable procedures established by ORHA at the time the trip is undertaken. "

23. The following FAR Clauses are deleted from I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.

"52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS	JAN 1999
	SUBCONTRACTING PLAN	
52.222-30	DAVIS-BACON ACT-PRICE ADJUSTMENT	DEC 2001
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.225-1	BUY AMERICAN ACT--SUPPLIES	MAY 2002

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52.225-2	BUY AMERICAN ACT CERTIFICATE	MAY 2002
52.225-9	BUY AMERICAN ACT--CONSTRUCTION MATERIALS	MAY 2002
52.227-23.1	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-9	CARGO INSURANCE	MAY 1999
52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION	OCT 1997
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.245-1	PROPERTY RECORDS	APR 1984
52.246-13	INSPECTION-DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS"	AUG 1996

24. Alternate 1 was included in I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE: 52.232-25 PROMPT PAYMENT FEB 2002.

25. Deviation M-OP-DEV-03-03 was approved by Director of the Office of Procurement on May 2, 2003 authorizing the alteration of the AIDAR 752.7002 TRAVEL AND TRANSPORTATION JAN 1990. Therefore the latter was removed and replaced by the altered clause as follows:

"752.7002 Travel and Transportation.
For use in cost reimbursement contracts performed in whole or in part overseas.

TRAVEL AND TRANSPORTATION (JAN 1990)

(a) General. The Contractor will be reimbursed for reasonable, allocable and allowable travel and transportation expenses incurred under and for the performance of this contract. Determination of reasonableness, allocability and allowability will be made by the Contracting Officer based on the applicable cost principles, the Contractor's established policies and procedures, USAID's established policies and procedures for USAID direct-hire employees, and the particular needs of the project being implemented by this contract. The following paragraphs provide specific guidance and limitations on particular items of cost.

(b) International travel. For travel to and from post of assignment the Contractor shall be reimbursed for travel costs and travel allowances of travelers from place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the employee's residence in the United States) to the post of duty in the Cooperating Country and return to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel from the post of duty in the Cooperating Country to the employee's residence) upon completion of services by the individual. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. If a regular employee does not complete his/her assigned period of overseas performance at post of duty (except for reasons beyond his/her control), the costs of going to and from the post of duty for that employee and his/her dependents are not reimbursable hereunder. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the

total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations (Government Civilians, Foreign Areas) -- hereinafter referred to as the Standardized Regulations -- as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

(c) Local travel. Reimbursement for local travel in connection with duties directly referable to the contract shall not be in excess of the rates established by the Mission Director for the travel costs of travelers in the Cooperating Country. In the absence of such established rates the Contractor shall be reimbursed for actual travel costs of travelers in the Cooperating Country, if not provided by the Cooperating Government or the Mission, including travel allowances at rates not in excess of those prescribed by the Standardized Regulations.

(d) Travel for consultation. The Contractor shall be reimbursed for the round trip of the Contractor's Chief of Party in the Cooperating Country or other designated Contractor employee or consultant in the Cooperating Country performing services required under this Contract, for travel from the Cooperating Country to the Contractor's office in the United States or to USAID/Washington for consultation and return on occasions deemed necessary by the Contractor and approved in advance, in writing, by the Contracting Officer or the Mission Director.

(e) Special international travel and third country travel. For special travel which advances the purpose of the contract, which is not otherwise provided by the Cooperating Government, and with the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (i) the travel cost of travelers other than between the United States and the Cooperating Country and for local travel within other countries and (ii) travel allowance for travelers while in travel status and while performing services hereunder in such other countries at rates not in excess of those prescribed by the Standardized Regulations.

(f) Indirect travel for personal convenience. When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of allowable air fare via the direct usually traveled route. If such costs include fares for air or ocean travel by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from the Contracting Officer or the Mission Director before such travel is undertaken, otherwise only that portion of travel accomplished by United States-flag carriers will be reimbursable within the above limitation of allowable costs.

(g) Limitation on travel by dependents. Travel costs and allowances will be allowed only for dependents of regular employees and such costs shall be reimbursed for travel from place of abode to assigned station in the Cooperating Country and return, only if dependent remains in the country for at least 9 months or one-half of the required tour of duty of the regular employee responsible for such dependent, whichever is greater. If the dependent is eligible for educational travel pursuant to the "Differential and Allowances" clause of this contract, time spent away from

post resulting from educational travel will be counted as time at post.

(h) Delays en route. The Contractor may grant to travelers under this contract reasonable delays en route while in travel status when such delays are caused by events beyond the control of such traveler or Contractor. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as provided under the "Leave and Holidays" clause of this contract.

(i) Travel by privately owned automobile. The Contractor shall be reimbursed for the cost of travel performed by a regular employee in his/her privately owned automobile at a rate not to exceed that authorized in the Federal Travel Regulations plus authorized per diem for the employee and for each of the authorized dependents traveling in the automobile, if the automobile is being driven to or from the Cooperating Country as authorized under the contract, provided that the total cost of the mileage and the per diem paid to all authorized travelers shall not exceed the total constructive cost of fare and normal per diem by all authorized travelers by surface common carrier or authorized air fare, whichever is less.

(j) Emergency and irregular travel and transportation. Emergency transportation costs and travel allowances while en route, as provided in this section will also be reimbursed not to exceed amounts authorized by the Foreign Service Travel Regulations for USAID-direct hire employees in like circumstances under the following conditions:

(1) The costs of going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location for Contractor employees and dependents and returning to the post of duty, when the Contractor's Chief of Party, with the concurrence of the Contracting Officer or Mission Director makes a written determination that such travel is necessary for one of the reasons specified in subparagraphs (j)(1)(i) and (ii) of this section. A copy of the written determination shall be furnished to the Contracting Officer.

(i) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at assigned post of duty, subject in either case, to the limitations stated in the clause of this contract entitled "Personnel - Physical Fitness of Employee and Dependents." The Mission Director may authorize a medical attendant to accompany the employee at contract expense if, based on medical opinion, such an attendant is necessary.

(ii) Death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse.

(2) When, for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so.

(3) The Mission Director may also authorize emergency or irregular travel and transportation in other situations, when in his/her opinion, the circumstances warrant such action. The authorization shall include the kind of leave to be used and appropriate restrictions as to

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time away from post, transportation of personal and/or household effects, etc. Requests for such emergency travel shall be submitted through the Contractor's Chief of Party.

(k) Home leave travel. To the extent that home leave has been authorized as provided in the "Leave and Holidays" clause of this contract, the cost of travel for home leave is reimbursable for travel costs and travel allowances of travelers from the post of duty in the Cooperating Country to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel to the employee's residence in the United States) and return to the post of duty in the Cooperating Country. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

(l) Rest and recuperation travel. The Contractor shall be reimbursed for the cost of travel performed by regular employees for purposes of rest and recuperation provided that no reimbursement will be made unless approval is given by the Contractor's Chief of party.

(m) Transportation of motor vehicles, personal effects and household goods.

(1) Transportation, including packing and crating costs, will be paid for shipping from the point of origin in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to point of origin in the United States (or other location as approved by the Contracting Officer) of one privately-owned vehicle for each regular employee, personal effects of travelers and household goods of each regular employee not to exceed the limitations in effect for such shipments for USAID direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made.

(2) If a regular employee does not complete his/her overseas assignment at post of duty (except for reasons beyond his/her control), the costs for transportation of vehicles, effects and goods to and from the post of duty are not reimbursable hereunder.

(3) The cost of transporting motor vehicles and household goods shall not exceed the cost of packing, crating and transportation by surface. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the Cooperating Country, the cost of boxing or crating is not reimbursable. The transportation of a privately-owned motor vehicle for a regular employee may be authorized by the Contractor as replacement of the last such motor vehicle shipped under this contract for the employee when the Mission Director or his/her designee

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determines in advance and so notifies the Contractor in writing that the replacement is necessary for reasons not due to the negligence or malfeasance of the regular employee. The determination shall be made under the same rules and regulations that apply to Mission employees.

(n) Unaccompanied baggage. Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival at destination. To permit the arrival of effects to coincide with the arrival of regular employees and dependents, consideration should be given to advance shipments of unaccompanied baggage. The Contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance for household effects) not to exceed the limitations in effect for USAID direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made.

This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used. This provision is applicable to home leave travel and to short-term employees when these are authorized by the terms of this contract.

(o) Storage of household effects. The cost of storage charges (including packing, crating, and drayage costs) in the U.S. of household goods of regular employees will be permitted in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph (m) above provided that the total amount of effects shipped to the Cooperating Country or stored in the U.S. shall not exceed the amount authorized for USAID direct hire employees under the Uniform Foreign Service Travel Regulations.

(p) International ocean transportation.

(1) Flag eligibility requirements for ocean carriage are covered by the "Source and Nationality Requirements" clause of this contract.

(i) Transportation of things. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Transportation Division, Office of Procurement, U.S. Agency for International Development, Washington, D.C. 20523-1419, or the Mission Director, as appropriate, giving the basis for the request.

(ii) Transportation of persons. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as appropriate.

(2) Transportation of foreign-made vehicles. Reimbursement of the costs of transporting a foreign-made motor vehicle will be made in accordance with the provisions of the Foreign Service Travel Regulations.

(3) Reduced rates on U.S. flag carriers. Reduced rates on United States flag carriers are in effect for shipments of household goods and personal effects of USAID contract personnel. These reduced rates are available provided the shipper states on the bill of lading that the cargo is "Personal property-not for resale-payment of freight charges is at U.S. Government (USAID) expense and any special or diplomatic discounts accorded this type cargo are applicable." The Contractor will not be reimbursed for shipments of household goods or personal effects in an amount in excess of the reduced rates available in accordance with the foregoing.

-----END OF MODIFICATION NO. 1-----