

Attachment 9.3-1c

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Item 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Army Engineer District, Far East Unit 15546 APO AP 96205-0610	CODE	7. ADMINISTERED BY (If other than item 6) CONTRACT FOR: CY96 ROKFC, Gymnasium, Chinhae Naval Base, Korea		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Dongbu Corporation #839, Yoksam-Dong, Kangnam-Ku, Seoul, Korea			(v)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. DACA81-99-C-0028/A028
				10B. DATED (SEE ITEM 13) 99FEB11
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 you desire to change an offer already submitted, such change may be made by telegram 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)
See Item 14.b.(3) hereof.

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(v)	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause 54, "SUSPENSION OF WORK"; Clause 55, "CHANGES", and Clause 67, "DEFAULT", of the Contract Clauses.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT. Contractor is not, is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
(C.I. #8)

THIS MODIFICATION CONSTITUTES DEFINITIZATION OF THE NOTICE TO PROCEED, MODIFICATION NO. P00004 (NTP) ISSUED BY THE CONTRACTING OFFICER ON 11 FEBRUARY 2000.

a. SCOPE OF CHANGE:

Furnish all necessary plant, labor, material, equipment, transportation and supervision, and revise foundation of Gymnasium, all in accordance with the following-listed revised drawings with revision letters "c" and "d":

The foregoing modification is satisfactory and hereby accepted.

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) Dongbu Corporation		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GAR SUN LUM	
15B. CONTRACTOR'S SIGNATURE 		16B. UNITED STATES OF AMERICA 	
15C. DATE SIGNED 10 FEB 2000		16C. DATE SIGNED 11 FEB 00	

NSN 7540-01-152-8091
PREVIOUS EDITION UNUSABLE

30-105

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

CEPOF-CT-C

Attachment 9.3-1c

Contract No. DACA81-99-C-0028/A028, C.I. No. 8
Modification No. P00006

Page 2 of 4 pages

<u>Description</u>	<u>Sheet No.</u>	<u>Revision Letters</u>	<u>Revision Date</u>
Title Sheet	T-1 & T-2	"d"	28 December 1999
General Structural Note	S-1	"c"	9 December 1999
Concrete Details	S-3	"c"	9 December 1999
First Floor Plan	S-7	"c"	9 December 1999
Column Footing and Grade			
Beam Schedule	S-14	"c"	9 December 1999
Foundation Section 1	S-15	"c"	9 December 1999
Foundation Section 2	S-16	"d"	28 December 1999

The above-cited revised drawings are hereby incorporated into the contract by reference.

b. PRICE ADJUSTMENT:

(1) The PROPOSAL SCHEDULE of the contract is amended by revising the amount of the following payment items as indicated below:

(a) Increase amount of following proposal item:

<u>Item No.</u>	<u>Description</u>	<u>Q'ty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Local Portion</u>	<u>Off-Shore CFM</u>
0001	Gymnasium	1	JOB	LS	W314,499,225	\$0.00
Subtotal, Increase:						W314,535,225 \$0.00

(b) Delete the following items in their entireties:

<u>Item No.</u>	<u>Description</u>	<u>Q'ty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Local Portion</u>	<u>Off-Shore CFM</u>
0002AA	Furnish Piles 19 ea x 20 m 51 ea x 15 m	(1,145)	M	W23,942.96	(W27,414,686)	\$0.00

Attachment 9.3-1c

Contract No. DACA81-99-C-0028/A028, C.I. No. 8 Page 3 of 4 pages
 Modification No. P00006

<u>Item No.</u>	<u>Description</u>	<u>Q'ty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Local Portion</u>	<u>Off-Shore CFM</u>
0002AB	Drive Piles 13 ea x 20 m 24 ea x 15 m 33 ea x 10 m	(950)	M	W26,892.78	(W25,548,150)	\$0.00
0002AC	Pre-Drilling of Piles, 350 mm dia. 39 ea x 5 m	(195)	M	W59,059.09	(W11,516,523)	\$0.00
Subtotal, Decrease: (W64,479,359)						\$0.00

(c) Decrease the quantity and amount of the following items as shown below:

<u>Item No.</u>	<u>Description</u>	<u>Q'ty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Local Portion</u>	<u>Off-Shore CFM</u>
0002AD	Furnish and Drive Indicator Piles, 350 mm dia. x 24 m	(1)	EA	W2,358,592	(W2,358,592)	\$0.00
0002AE	Furnish and Drive Indicator Piles (Including 5 m Pre-Drilling Work) 350 mm dia. x 17 m	(1)	EA	W4,170,678.50	(W8,359,357)	\$0.00
Subtotal, Decrease: (W10,717,949)						\$0.00
Total, Net Increase, Item Nos. 0001 & 0002: W239,301,917						\$0.00

(2) As a result of this modification, the total contract amount for the main contract (DACA81-99-C-0028) is increased by TWO HUNDRED THIRTY-NINE MILLION THREE HUNDRED ONE THOUSAND NINE HUNDRED SEVENTEEN Won (W239,301,917) and the companion contract (DACA81-99-C-A028) remains unchanged.

Attachment 9.3-1c

Contract No. DACA81-99-C-0028/A028, C.I. No. 8 Page 4 of 4 pages
Modification No. P00006

(3) Accounting and Appropriation Data:

21 NA 1999 2050.0000 J1 1999 08 8122 70000000000 94626 3200
0021NL
W239,301,917 (\$217,547.20 @ W1,100/\$1.00)
PR&C Requisition No. WT4KCL93573954

c. CHANGE IN SPECIFICATIONS:

SECTION 00800, SPECIAL CONTRACT REQUIREMENTS: Substitute the revised page 00800-38, revision dated 7 February 2000, attached hereto, for like-numbered page with earlier revision date.

d. PERFORMANCE TIME: The present contract performance time is extended by one hundred twenty-eight (128) calendar days.

e. This modification formally incorporates into the contract the changes contained in and completes the action required by the Notice to Proceed, Modification No. P00004 (NTP), issued by the Contracting Officer, dated 29 December 1999, receipt of which was acknowledged by the Contractor on 3 January 2000.

f. It is further understood and agreed that this adjustment constitutes compensation in full on behalf of the Contractor and its subcontractors and suppliers for all costs and markup directly or indirectly attributable to the change ordered, for all delays related thereto, and for performance of the change within the time frame stated, and the Contractor does remise, release, and forever discharge the U.S. Government, its officers, agents, and employees from any and all claims and demands of any nature whatsoever arising under, out of, or in connection with delay in the work due to the reason mentioned in Item 14.a. hereof.

31. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (52.211-10) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use in accordance with the schedule set forth below. The time stated for completion shall include final cleanup of the premises.

<u>Schedule</u>	<u>Description</u>	<u>Number of calendar days after the Contractor receives NTP</u>	
*	CY96 ROKFC, Gymnasium, Chinhae Naval Base	673 calendar days	*

The Contractor shall request release of construction site, in writing, at least thirty (30) calendar days prior to requested release date, from the COR.

The Construction site will not be released to the contractor until 15 April 1999.

The Contractor is allowed to work from 0700 hours to 1800 hours, seven (7) days a week.

32. LIQUIDATED DAMAGES - CONSTRUCTION (52.211-12) (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum listed below for each day of delay.

CY96 ROKFC, Gymnasium W760,000

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

Attachment 9.3-1c

CEPOF-CD-V

7 February 2000

PRICE NEGOTIATION MEMORANDUM,
Contract No. DACA81-99-C-0028/A028,
CY96 ROKFC, Gymnasium,
Chinhae Naval Base, Korea
Change item No. 8
Modification No. P00006

1. SCOPE OF CHANGE: This is a definitization of Unpriced NTP issued by modification No. P00004 (NTP), dated 29 December 1999. Furnish all necessary plant, labor, material, equipment, transportation and supervision, and revise foundation of Gymnasium, all in accordance with the following-listed revised drawings with revision letters "c" and "d".

<u>Description</u>	<u>Sheet No.</u>	<u>Revision Letters</u>	<u>Revision Date</u>
Title Sheet	T-1 & T-2	"d"	28 December 1999
General Structural Note	S-1	"c"	9 December 1999
Concrete Details	S-3	"c"	9 December 1999
First Floor Plan	S-7	"c"	9 December 1999
Column Footing and Grade			
Beam Schedule	S-14	"c"	9 December 1999
Foundation Section 1	S-15	"c"	9 December 1999
Foundation Section 2	S-16	"d"	28 December 1999

The above-cited revised drawings are hereby incorporated into the contract by reference.

2. NAME OF CONTRACTOR:

Dongbu Corporation
#830, Yoksam-Dong, Kangnam-Ku,
Seoul, Korea

3. REASON CODE AND NECESSITY FOR CHANGE:

C1: This change is necessary in order to provide a complete and usable facility. During pile construction based on original design, it was encountered with strong complaint about vibration and possible damage to the neighboring buildings located off-post. The Contractor had stopped the piling work and In-House design had to do an urgent redesign of building foundation to spread footing.

Attachment 9.3-1c

4. REASON FOR OMISSION FROM ORIGINAL PLANS AND SPECIFICATIONS:

Variations were not readily identifiable during design stage.

5. AUTHORITY:

Clause 54, "SUSPENSION OF WORK", Clause 55, "CHANGES", and Clause 67, "DEFAULT" of the Contract Clause.

6. EVENTS LEADING TO NEGOTIATIONS:

a. On 11 November 1999, the Contractor started test piling work for Gymnasium building foundation at the project site. They were encountered with strong complaint about vibration and possible damage to the neighboring buildings located off-post due to piling work. On 12 November 1999, the Contractor received a verbal request to stop all the pile work from the Government until the problem with local people resolved

b. By Serial Letter No. CD-99-0028-03, dated 19 November 1999, the Contractor was directed to stop all work immediately relevant to driving piles and all other work under the subject contract is not affected by this Partial Suspension of Work Order (Tab 14a).

c. By Serial Letter No. SRO-99C-0028-28, dated 15 December 1999, the Contractor was given a set of revised drawings with revision letter "c", dated 9 December 1999, and was requested to submit his price proposal accordingly (Tab 3).

d. Considering the urgency of award of this modification, a determination was made by the Contracting Officer to issue a Notice to Proceed without a price agreement for this change item No. 7. Subsequently, Change Item No. 7, Modification No. P00004 (NTP) was issued on 29 December 1999 by the Contracting Officer, and definitization of the modification was to be taken place NLT 20 February 2000. The Contractor also requested to submit his price proposal based on revision "c", dated 9 December and revision "d", dated 29 December 1999 for definization of this modification (Tab 14b).

e. In response to the Request for Proposal, the Contractor submitted the proposal on 10 January 2000, in the amount of W303,738,921 (equivalent to \$276,126.29 at exchange rate of W1,100/\$1.00) with 103 calendar days of performance time extension (Tab 5)

Attachment 9.3-1c

7. INDEPENDENT GOVERNMENT ESTIMATE (IGE): CEPOF-CD-S generated the Basic Change Document (BCD) on 15 December 1999 and requested CEPOF-ED-C to prepare the IGE for modification of the change item No. 7. CEPOF-ED-C approved the original IGE based on revision "c" drawings dated 9 December 1999 in the amount of W215,176,341 (\$195,614.86 at exchange rate of W1,100/\$1.00) (increase) and submitted it to CEPOF-CD-V on the same date. Since the foundation design has been revised again as revision "d", dated 29 December 1999, the first revised IGE was approved by CEPOF-ED on 29 December 1999 in the amount of W120,104,356 (\$109,185.78 at W1,100/\$1.00) and submitted it to CEPOF-CD-V on the same date. During the review of the 1st revised IGE, it was noted that the IGE did not reflect certain areas of the revised work. On 26 and 27 January 2000, Mr. O, Kyong Hong, Civil Engineer, CEPOF-CD-V, Mr. Song, Pak Chae, Estimator, CEPOF-ED-C, and Mr. Choe, Kwang Kyu, Negotiator, CEPOF-CD-V, met together to verify actual quantities for earth and concrete work along with adequacy of the unit costs for those items. As a result of the meetings, the 1st revised IGE was again revised to reflect correct quantities of earthwork and concrete work per revisions "c" and "d" drawings and to adjust unit costs for certain items. The corrected quantities were verified by CEPOF-ED-C, and adjusted unit costs were provided by CEPOF-ED-C. The 2nd revised IGE (hereinafter IGE unless otherwise noted) was approved by CEPOF-ED-C on 2 February 2000 in the amount of W273,357,740 (\$248,507.04 at W1,100/\$1.00) and submitted it to CEPOF-CD-V on same date (Tab 4).

8. PRENEGOTIATION OBJECTIVE PRICE:

In accordance with FAR 15.406-1 (b), on 2 February 2000, the Contractor's price proposal was reviewed/analyzed and a prenegotiation objective price in the amount of W239,301,917 (\$217,547.20 at exchange rate of W1,100/\$1.00) with 6.00% profit and 70 calendar days of suspension and 58 calendar days of time extension based on estimated NTP/Mod date of 11 February 2000 for this change was established as shown on the summary sheet of the Contractor's price proposal (See Tab 14).

9. RESUME OF NEGOTIATIONS.

a. Place and Date of Negotiations:

Construction Service Branch, USAEDFE
28 January, 1 and 2 February 2000

b. Contractor Representative:

Cho, Sun Min
Project Manager

Attachment 9.3-1c

c. Government Representative:

Choe, Kwang-Kyu
Civil Engineer
Construction Service Branch, USAEDFE

d. Justification of Prices:

(1) Prior to formal negotiations with the Contractor, a thorough review of the Contractor's proposal revealed that his proposal amount and performance time extension were considered to be excessive. It was noted that the Contractor's proposal overstated the quantities for earth work and concrete work, especially for excavation, structural and satisfactory backfill, and disposal costs. On 28 January 2000, he was asked to verify the quantities for earth work and he had checked his numbers with negotiator at CSB all day long to reach an agreement.

(2) After through verification for quantities of those items, the Contractor agreed to the Government's position of those items and reduced his proposed quantities accordingly. During the negotiations, the Contractor asked to revised his proposal for 2 each driven and 3 each purchased test piles (0002AD and 0002AE) that he delivered at the job site prior to test piling on 11 Nov. 99. Since the Government could not accept the purchased piles as turn-in materials, he wanted to get paid for take-off and disposal of 2 each driven piles and disposal of 3 each purchased test piles from the job site to off-post commercial disposal site.

(3) On 17 January 2000, the Government negotiator called Mr. Pak, S.K., QAR, CEPOF-CD-S, to see if the Contractor's statement for take-off and disposal of purchased test piles. Mr. Pak stated that the Contractor's proposal is correct and there is no space to store those piles and the piles has to be disposed prior to start of building construction. After a much discussion, a total of W7,832,507 for take-off and disposal of test piles was considered to be reasonable and the both parties agreed to the amount.

(4) It was noted that comparison among the Contractor's proposal, IGE, and negotiated amount for local materials, labor, and T/E was not possible since the format for direct cost portion are not the same between the Contractor's proposal and the IGE regarding decrease portion of this change item No. 8. The Contractor's proposal decreased the required amount from increase amount and applied field overhead, G&A costs and profit whereas the IGE estimated increase cost including indirect costs (field overhead, G&A, and profit) and then decrease the amount that included indirect cost without detailed cost breakdown. However,

Attachment 9.3-1c

since the total negotiated amount is lower than the Contractor's proposal and the IGE amount, direct comparison among the Contractor's proposal, IGE, and negotiated amount was not considered necessary.

Results of these discussions except direct cost (local material, labor, and T/E) portion are as follow:

(a) On 2 February 2000, after settlement of direct cost portion, the Contractor and the negotiator met again to negotiate time and extended field overhead cost. The Contractor proposed field overhead cost was considered to be excessive and was discussed in detail. The Contractor proposed field overhead cost of W66,446,000 is based on 3.4 month of time extension for full field overhead of his field staffs including miscellaneous indirect costs such as transportation, food/lodging, office supplies, etc. His field overhead cost is based on assumption of NTP/Mod date of 24 January 2000 the date would be last date of the Unpriced NTP (Modification No. P00004, dated 29 December 1999).

(b) The Government negotiator explained him the field overhead cost would be consist of suspension cost due to partial suspension work order and constructive suspension after 24 January 2000 and full field overhead for the work to be covered by this modification. By review of his subnet diagram and detailed discussion with the Contractor, it was agreed that 70 calendar days of suspension and 58 calendar days of work required to this change item which is based on estimated NTP/Mod date of 11 February 2000. It was also agreed that only a minimum field staffs (Project Manager, CQC, Safety Engineer, and Typist) would be applied for suspension cost and full field staffs and other indirect cost would be applied for time extension required for this change item. By doing so, the Contractor proposed W66,446,000 was reduced to W57,983,191, i.e. W27,357,890 for suspension cost and W30,625,301 for full overhead cost.

(c) The contractor proposed rate of 4.3% was considered reasonable and was accepted as proposed as it is the same as the IGE's 4.3%.

(d) A profit rate of 6.0% proposed by the Contractor was lower than the 8.38% which was based on the EFARS 15.973-100. See POF Form 19 included in the IGE.

(e) The above agreements resulted in reducing the Contractor's total proposal as follows:

Attachment 9.3-1c

<u>Description</u>	<u>Proposal Amount</u>	<u>IGE Amount</u>	<u>Negotiated Amount</u>
Offshore Materials Cost	\$0.00	\$0.00	\$0.00
O/S Materials in Won	W0	W0	W0
Local Material Cost	W111,561,389	W109,924,593	W96,561,824
Total Materials Cost	W111,561,389	W109,924,593	W96,561,824
Labor Cost	W62,390,000	W100,201,710	W53,310,000
T/E Cost	W105,194,808	W192,158,143	W72,138,440
Subtotal Direct Cost, Increase	W279,146,197	W402,284,446	W222,010,264
Subtotal Direct Cost, Decrease	(W70,859,549)	W0	W0
Total Direct Cost, Increase	W208,286,648	W402,284,446	W222,010,264
Field Overhead	W66,446,000	W37,745,000	W30,625,301
G & A	W11,813,504	W18,921,266	W10,863,329
Profit	W17,192,769	W38,460,070	W15,809,934
Suspension Cost due to Partial Suspension Work Order	0	W27,858,530	W27,357,890
Take-Off and Disposal of Driven (2 EA) and Purchased (3 EA) Test Pile Costs	0	W10,411,296	W7,832,507
Increase, Total Amount in Won	W303,738,921	W535,680,608	W314,499,225
Decrease, Total Amount in Won (Structural Work and Pile Work including field overhead, G&A, and Profit)	0	(W262,322,868)	(W75,197,308)
Total Won Amount in Won	W303,738,921	W273,357,740	W239,301,917

Attachment 9.3-1c

Total Dollar Amount for Offshore CFM	\$0.00	\$0.00	\$0.00
Total Amount in Dollar Converted at the Exchange Rate of W1,100/\$1.00	\$276,126.29	W248,507.04	\$217,547.20

(e) Adjustment for requirement of POL products to be exempted from Korean Special Excise Tax, is not required nor requested by the Contractor for changes effected herein.

e. Period of Service:

(1) The Contractor's proposal is not based on overtime rates.

(2) The Contractor proposed 103 calendar days of performance time extension after completion of Unpriced NTP (Modification No. P00004, dated 29 December 1999) was reviewed and discussed in detail. As discussed in the preceding paragraph 9.d., based on negotiations, the Contractor agreed to a total of 128 calendar days, 70 calendar days for suspension and 58 calendar days, for the work covered by this modification, of time extension after the current CCD of 16 August 2000. Negotiated time extension of 128 calendar days is based on estimated NTP/Mod date of 11 February 2000. Negotiations were based on following work schedule.

(a) Present Contract Performance Time: 16 August 2000

(b) Suspension Period from Stop Work
for Test Pile from 12 Nov. 99 to
3 Jan 2000: 52 cal. day

(c) Constructive Suspension Period
from 24 Jan. 00 (Last Date of
Mod. No. P00004) to 11 Feb 00
(Estimated NTP/Mod Date of this
Modification P00006) 18 cal. days

(d) Period for Revised Work by the
Unpriced NTP (P00004, dated
29 Dec. 99) 21 cal. days

Attachment 9.3-1c

(e) Estimated number of additional days required to perform the changed work (see back-up data attached to the Contractor's proposal and below work schedule) This change item No. 8 is on the Critical Path 125 cal. days

Excavation and Subgrade Compaction	11 cal. days
Structural Backfill	19 cal. days
Form and Rebar Work for footing	21 cal. days
Placing and Curing Concrete	9 cal. days
Form and Rebar Work Foundation Wall	28 cal. days
Placing and Curing Conc. for Foundation Wall	16 cal. days
Satisfactory Backfill and Compaction	21 cal. days
	<u>125 cal. days</u>

(f) Original Period for Pile Work 88 cal. days

Total Period Less Original Period:

(b)+(c)+(d)+(e) - (f) =

52+18+21+125-88 = 128 cal. days

Estimated NTP/Mod for this change item No. 8 11 February 2000

Estimated New CCD 22 December 2000

Estimated time extension from the present CCD of 16 August 2000 128 cal. days

Based on the above, the performance time for the contract will be extended by 128 calendar days due to change covered by this modification.

f. During negotiations, the Contractor also agreed that the above increase in the contract price of W239,301,917 (\$217,547.20 @ W1,100/\$1.00) (increase) with 128 calendar days of time extension shall be considered as complete settlement of this modification and that no further claim whatsoever arising out of the delay in performance of the contract work as it pertains to the changes covered by this modification shall be submitted.

g. The prenegotiation objective price of W239,301,917 and 128 calendar days of time extension stated in the preceding para. 8 was achieved.

Attachment 9.3-1c

10. Accounting and Appropriation Data:

21 NA 1999 2050.0000 J1 1999 08 8122 70000000000 94626 3200
0021NL
W239,301,917 (\$217,547.20 @ W1,100/\$1.00)
PR&C Requisition No. WT4KCL93573954

11. CONCLUSION OF NEGOTIATIONS:

a. The following items were mutually agreed upon as being fair and reasonable:

- (1) The contract price will be increased by W239,301,917.
- (2) The present contract performance time for the contract will be increased by one hundred twenty-eight (128) calendar days.
- (3) No adjustment to requirement of POL product to be exempted from Korean Special Excise Tax will be made as a result of the changes covered by this modification.

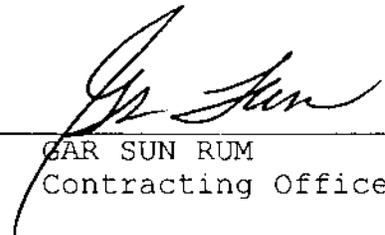
b. The Contractor was informed that the foregoing agreement is not final and binding until approved by the Contracting Officer.

Prepared by:



CHOE, KWANG KYU
Civil Engineer
CSB, USAEDFE

Approved by:



GAR SUN RUM
Contracting Officer