

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A	PAGE 1 of 2
2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE 3/24/08	4. REQUISITION/PURCHASE NO. N/A	5. PROJECT NO. (If applicable) MT PRA-GLAC 10(28), St. Mary Visitor Center Rehabilitation	
6. ISSUED BY Department of Transportation Federal Highway Administration 610 East Fifth Street Vancouver WA 98661-3801		CODE N/A	7. ADMINISTERED BY (If other than Item 6) CODE N/A	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. DTFH70-08-R-00001
				9B. DATED (SEE ITEM 11) 3/03/2008
				10A. MODIFICATION OF CONTRACT/ORDER NO. N/A
				10B. DATED (SEE ITEM 13) N/A
CODE: N/A		FACILITY CODE: N/A		

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 (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)

N/A

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. N/A
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). N/A
C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: N/A
D	OTHER (Specify type of modification and authority) N/A

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

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

MT PRA-GLAC 10(28), St. Mary Visitor Center Rehabilitation

See page 2 for revisions.

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

REVISIONS ARE AS FOLLOWS:

The purpose of this amendment is to incorporate two phased schedule approaches to complete the work. This approach requires the contractor to submit two clearly identified versions of the following documents:

- Price/Bid schedules
- Cost and pricing information for each price schedule.

SF 1442, SOLICITATION, OFFER, AND AWARD (Pen & Ink change)

Page A-3, Block 13A. Revises proposal due date from April 2, 2008 to April 8, 2008.

New proposal due date: April 8, 2008

CONTRACT CLAUSES

Page C-1. Revises FAR Clause 52.211-10 Commencement, Prosecution, and Completion of Work. Provides two versions of the clause that correlate to added SCR Subsection 108.04A.

Page C-2. Adds FAR Clause 52.211-13 Time Extension.

Pages C-3 and C-4. Repaginated due to changes.

SPECIAL CONTRACT REQUIREMENTS

Page E-20 **Added Subsection 108.04A** Interim Completion Date. Adds two performance schedules that correlate to the revised 52.211-10 clauses.

ENCLOSURES

Pages: C-1 through C-4
E-19 and E-20

Pages not included due to Pen and Ink changes:
A-3

Federal Acquisition Regulation Contract Clauses

Note: The clauses included in the basic IDIQ apply. The following clauses have been changed or require fill-in for this specific project.

52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of the Western Federal Lands' Division Engineer (or delegate) or the Second Level Contracting Officer, and shall not be binding until so approved.

If the Government accepts the offeror's price proposal for Performance Schedule 1 in SCR Section 108.04A,, the box will be checked upon award.

52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984) Alternate I (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **July 14, 2008** subject to such extensions as may be authorized. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed **by May 8, 2008**. The completion date will be extended by the number of calendar days after the above date that the contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

If the Government accepts the offeror's alternate price proposal for Performance Schedule 2 in SCR Section 108.04A, the block will be checked upon award.

52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984) Alternate I (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **July 21, 2008** subject to such extensions as may be authorized. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed **by May 8, 2008**. The completion date will be extended by the number of calendar days after the above date that the contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

Revised by A001

52.211-12 Liquidated Damages—Construction (Sep 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of: See Special Contract Requirements, Subsection 108.04.

(b) If the Government terminates the Contractor’s right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

52.211-13 Time Extension (Sep 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (July 1995).

(a) “Hazardous material,” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert "None")	Identification No.
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

Revised by A001

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

52.228-1 Bid Guarantee (Sept 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **20** percent of the bid price or **\$3 million**, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within **10** days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

Repaginated by A001

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-13 Alternative Payment Protections (July 2000)

(a) The Contractor shall submit one of the following payment protections:

Bid Bond

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within **10** days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

52.236-1 Performance of Work by the Contractor (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **fifteen (15)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-4 Physical Data (Apr 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by: N/A.

(b) Weather conditions: N/A.

(c) Transportation facilities: N/A.

(d) Hydrological data consisting of flow rates, water surface elevations, velocities, and hydraulic permit information may be inspected at Western Federal Lands Highway Division, Contracts Section, 610 East Fifth Street, Vancouver, Washington 98661.

(e) Geotechnical data, subsurface investigation information, and design data, consisting of the following, may be obtained upon request. Written requests are required and may be submitted to the Contracts Section at the above address, by FAX at (360) 619-7932, or by e-mail at *contracts@mail.wfl.fhwa.dot.gov*.

(1) Geotechnical Report 22-06, St Mary's Visitor Center

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Contract Clauses

Project: MT PRA-GLAC 10(28), St. Mary Visitor Center Rehabilitation

108.02 Subcontracting. Amend as follows:

Delete the first paragraph and substitute the following:

52.222-11 Subcontracts (Labor Standards), and 52.236-1, Performance of Work by the Contractor are supplemented as follows.

Delete the fourth paragraph and substitute the following:

In FAR Clauses 51.219-8, Utilization of Small Business Concerns and 52.237-27, Prompt Payment for Construction Contracts, the subcontracts include both on-site work and supply contracts.

Certified payrolls will be used to determine Davis-Bacon wages and benefits paid. Submit certified statements, at least monthly, declaring the wages and benefits paid to non-Davis Bacon personnel under this contract.

In FAR Clause 52.236-1, Performance of Work by the Contractor, the percentage of work performed on-site by the Contractor will be computed as 100% less the combined initial dollar amount of all subcontracts involving on-site labor as a percent of the original dollar amount of the contract.

108.04 Failure to Complete Work on Time. Delete the text and table of this Subsection and substitute the following:

Follow the requirements of FAR Clause 52.211-12 Liquidated Damages — Construction.

Liquidated damages in the amount specified in Table 108-1 will be assessed for each calendar day beyond the time specified in the contract until substantial completion of the work.

Liquidated damages will not be assessed for the following:

- (a) The day of the final inspection.
- (b) Days required to perform work added to the contract after substantial completion including items identified during the final inspection that were not required before that time.
- (c) Delays by the Government after all work is complete and before a formal acceptance is executed.
- (d) Periods of time when all work is complete but acceptance is delayed pending the plant establishment period or similar warranty period.
- (e) During winter shutdown periods ordered by the CO.

Table 108-1
Charge for Liquidated Damages for Each Day
Work Is Not Substantially Completed

Original Contract Price		Daily Charge
From More Than —	To and Including —	
\$ 0	\$ 1,000,000	\$ 500
1,000,000	2,000,000	1,100
2,000,000	5,000,000	2,200
5,000,000	10,000,000	2,700
10,000,000	and more	3,300

108.04A Interim Completion Date. Added subsection.

The Government will select one of the two following scenarios by checking the appropriate box upon award, based on the contractor's prices submitted for each:

Performance Schedule 1.

Temporary parking will be marked and provided adjacent to the Visitor Center until June 13, 2008.

The work in the existing South Parking area and the South Expansion Parking area will be substantially complete by June 13, 2008.

Performance Schedule 2.

Existing North Parking area will remain open for public parking until June 13, 2008.

The work in the existing South Parking area and South Expansion area will be substantially complete by June 13, 2008.

108.06 Suspension. (Added Subsection.)

Follow the requirements of FAR Clause 52.242-14 - Suspension of Work.

Suspend work, either in whole or in part, for such periods deemed necessary due to bald eagle nest sites, grizzly bears, and wolves. See Subsection 107.10.

Revised by A001