

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCAM-2010-B-0001	Page of Pages 1 1
2. Amendment/Modification Number DCAM-2010-B-0001-002	3. Effective Date November 2, 2009	4. Requisition/Purchase Request No.	5. Solicitation Caption Selective Demolition for Anacostia Gateway Government Center	
6. Issued By: Diane Wooden, Contracting Officer Department of Real Estate Services Contracting and Procurement Division 2000 14th Street, NW, Fifth Floor Washington, DC 20009		Code	7. Administered By (If other than line 6) Department of Real Estate Services Contracting and Procurement Division 2000 14th Street, NW, Fifth Floor Washington, DC 20009	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			9A. Amendment of Solicitation No. DCAM-2010-B-0001	
			X 9B. Dated (See Item 11) 10/23/2009	
			10A. Modification of Contract/Order No.	
			10B. Dated (See Item 13)	
Code	Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> 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 <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT 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 letter or fax, provided each letter or telegram 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				
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 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The Subject solicitation is hereby amended as follows: 1. Attachment D: Section I.5 <u>INSURANCE</u> : pages 48 and 49 is being replaced in its entirety with the attached Section I.5 <u>INSURANCE: REVISED</u>				
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Diane Wooden	
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia Diane Wooden (Signature of Contracting Officer)		16C. Date Signed 11/2/09

ATTACHMENT D
REVISED SECTION 1.5 INSURANCE

I.5 INSURANCE: REVISED

I.5.1 GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor/Insurance Company shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.5.1.1 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors, and Explosion Collapse and Underground (XCU) Coverage as applicable. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

I.5.1.2 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

I.5.1.3 Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to the policies required above.

I.5.1.4 Builder's Risk Insurance. The Contractor shall provide a Builder's Risk policy equal to the replacement cost value of the completed building or other structure including the building supplies and materials to cover damage to existing facilities at the site. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and shall name the District of Columbia as loss payee/mortgagee, as their interests may appear. The policy shall not exclude equipment breakdown, windstorm, flood, water damage other than flood, or damage due to drain/sewage backup. A waiver of subrogation in favor of the District of Columbia will be included (This policy is not required for contracts involving demolition only.)

Installation-Floater Insurance. For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and name The District of Columbia as the loss payee on the policy, as their interests may appear. A waiver of subrogation in favor of the District of Columbia will be included.

I.5.1.5 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$10,000,000 per occurrence, including the District of Columbia as additional insured.

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I.5.1.6 Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

I.5.1.7 Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$2,000,000 aggregate.

I.5.1.8 Railroad Protective Liability Insurance. [If applicable - building within 50 feet of a railroad (Metro, Amtrak, MARC, and CSX)] If any services provided under or pursuant to this contract involve Contractor doing work near any railroad right-of-way, Contractor shall provide Railroad Protective Liability insurance which shall name the applicable railroad(s) as first Insured and The District as an Additional Insured with limits of not less than \$2,000,000 per occurrence and \$6,000,000 annual aggregate or such other limits as may be required by the railroad(s), whichever are higher, and written on a combined bodily injury/property damage basis including coverage for physical damage to the railroad's property.

1.5.2 DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; and any required Professional Liability for five (5) years following final acceptance of the work performed under this contract.

1.5.3 LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

1.5.4 CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

1.5.5 MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

1.5.6 NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

1.5.7 CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Diane Wooden
Contracting Officer
2000 14th Street, NW, Fifth Floor
Washington, DC 20009
Phone: 202-671-2405
e-mail: Diane.Wooden@dc.gov

I.6 DISCRIMINATION CLAUSES:

I.6.1 Anti-Discrimination Clause:

The Contractor:

I.6.1.1 Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);

I.6.1.2 Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;