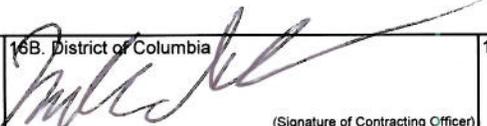


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCAM-2010-B-0173	Page of Pages 1 1
2. Amendment/Modification Number DCFB-2010-B-0173-005	3. Effective Date 7-Oct-10	4. Requisition/Purchase Request No.	5. Solicitation Caption Build-Out of Office Space for ABRA on the 4th Floor of the Reeves Center	
6. Issued By: Department of Real Estate Services Contracting and Procurement Division 2000 14th Street N.W., Suite 500 Washington, D.C. 20009		Code 03B	7. Administered By (If other than line 6) Department of Real Estate Services Contracting and Procurement Division 2000 14th Street N.W., Suite 500 Washington, D.C. 20009	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. DCAM-2010-B-0173
				9B. Dated (See Item 11) 25-Aug-10
				10A. Modification of Contract/Order No.
				10B. Dated (See Item 13)
Code	Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input 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				
(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 data, 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). Delete: Block 6 on Page 1; Insert: Open Market with no SBE Set-Aside				
(2). Page 2; Revised Section B in Amendment 3 dated 9/17/10 is revised as follows: B.2- Change to read Open Market with no SBE Set-Aside; Delete paragraph under B.2 in its entirety. Note that CLIN 0001 is ARRA Funded.				
(3). Please submit Breakdown Form for CLIN 0002 with bid.				
(4). Delete: C.3 in its entirety on Page 6.				
(5). Delete: Wage Determination No. DC200004, dated 7/23/10 on page 49 in section I.2, Insert: Wage Determination DC20100004 09/24/2010 in Section I.2 on Page 49.				
(6). Delete: J.1.1 ; Insert: Attachment A (Revised J.1.1)				
(7). Delete: M.1.6 "Mandatory Subcontracting Requirement" on Page 90 in its entirety.				
(8). Delete: M.1.9 "Subcontracting Plan" on Page 91 it its entirety.				
(9). Delete: M.1.11 "Enforcement and Penalties for Breach of Subcontracting Plan" in its entirety.				
(10). Incorporate Attachment B (ARRA Reporting Requirements) as J.1.7 within the solicitation.				
(11). Delete: Contract Appeals Board, 717 - 14th Street, N.W., Suite 430, Washington, D.C. 20004 in Section L.13 of the solicitation. Insert: Contract Appeals Board, 441 4th St NW, Suite N350 Washington, DC 20001.				
(12). Bid Due date is extended to October 19, 2010.				
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)	16C. Date Signed	

B.5 PRICE BREAKDOWN FORM

The bidder must complete this breakdown of prices and submit it with its bid. In case of any discrepancy in the total bid price entered herein and the lump sum price in B.5, Section B.5 shall govern.

Breakdown into Divisions of lump sum price bid under CLIN 0002, Section B.5

DIVISION NO.	DESCRIPTION	TOTAL PRICE BREAKDOWN**
Div. 01	General Requirements	
Div. 02	Existing Conditions (including Abatement and Demolition of existing structure)	
Div. 03	Concrete	
Div. 04	Masonry	
Div. 05	Metals	
Div. 06	Wood, Plastics, and Composites	
Div. 07	Thermal and Moisture Protection	
Div. 08	Doors and Windows	
Div. 09	Finishes	
Div. 10	Specialties	
Div. 11	Equipment	
Div. 12	Furnishings	
Div. 13	Special Construction	
Div. 14	Conveying Systems	
Div. 15	Fire Suppression	
Div. 16	Plumbing	
Div. 17	Heating, Ventilation, and Air Conditioning	
Div. 18	Electrical	
Div. 19	Communications	
Div. 20	Electronic Safety and Security	
Div. 21	Earthwork	
Div. 22	Exterior Improvements	
Div. 23	Utilities	
Div. 24	Transportation	
Lump Sum Bid Price	Lump Sum Bid Price CLIN 0002, Section-B.5 , as revised under amendment no.3 dated 9/17/10.

** DIVISION means a discrete component of the work for which a separate price is requested. The "Total Price Breakdown" is the sum total of all components, and must equal the Lump Sum Bid Price.

Attachment A

GENERAL DECISION: DC20100004 09/24/2010 DC4

Date: September 24, 2010

General Decision Number: DC20100004 09/24/2010

Superseded General Decision Number: DC20080004

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	06/11/2010
3	07/09/2010
4	07/23/2010
5	08/20/2010
6	09/24/2010

ASBE0024-007 10/01/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.43	14.43

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBE0024-008 10/01/2009

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (REMOVAL FROM MECHANICAL SYSTEMS, WHICH WILL NOT BE REPLACED OR SCRAPPED).....	\$ 18.85	7.10

BRDC0001-002 05/03/2010

	Rates	Fringes
BRICKLAYER.....	\$ 27.21	7.21

CARP0132-008 05/01/2010

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Formsetting, and Soft Floor (Carpet)		

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-005 06/01/2009

	Rates	Fringes
IRONWORKER, ORNAMENTAL AND STRUCTURAL.....	\$ 28.83	13.295

IRON0201-006 05/01/2009

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 25.20	14.33

* LABO0657-015 06/01/2010

	Rates	Fringes
LABORER: Skilled.....	\$ 20.71	5.97

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, structural demolition.

MARB0002-004 05/01/2009

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 32.63	12.99

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-006 05/01/2009

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.04	9.09

MARB0003-007 05/01/2009

fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

 * PLUM0005-008 08/01/2010

	Rates	Fringes
PLUMBER		
Apartment Buildings over 4 stories (except hotels).....	\$ 22.66	9.36+a
ALL Other Work.....	\$ 37.67	14.69+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

 PLUM0602-008 08/01/2009

	Rates	Fringes
PIPEFITTER, Including HVAC		
Pipe Installation.....	\$ 36.87	15.47+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

 ROOF0030-016 05/01/2009

	Rates	Fringes
ROOFER.....	\$ 25.80	8.26

 SFDC0669-002 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.45	16.35

 SHEE0100-015 07/01/2010

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 35.59	13.01

 SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

ATTACHMENT B

PROVISIONS APPLICABLE TO PROCUREMENTS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT

I. APPLICABILITY OF THE AMERICAN RECOVERY AND REINVESTMENT ACT

This procurement is being funded by the District of Columbia with funds made available by the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (Recovery Act), and is subject to the reporting and operational requirements of the Recovery Act. All contractors and subcontractors are subject to audit by appropriate federal and District entities. The District has the right to cancel, terminate or suspend this contract if the Contractor or any subcontractor fails to comply with the reporting or operational requirements of the Recovery Act, as it may be amended.

II. REPORTING

A. This contract requires the Contractor to provide products and/or services that are funded under the Recovery Act. Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds. These reports will be made available to the public. The Contractor shall submit its reports for all work funded, in whole or in part, by the Recovery Act no later than the 5th calendar day after the end of each month for the duration of this contract.

B. The Contractor shall have a current 9-digit Data Universal Numbering System (DUNS) number provided by Dun & Bradstreet (see <http://fedgov.dnb.com/webform>)

C. The Contractor shall have a current registration with the Central Contractor Registration - CCR (see <https://www.bpn.gov/ccr/>)

D. Unless otherwise directed by the Contracting Officer, the Contractor shall report the following information monthly, using the online reporting tools available at <http://reporting.dc.gov>:

a. If the Contractor is a "sub-recipient", as that term is defined in M-09-21, Implementing Guidance for the Reports and Use of Funds pursuant to the American Recovery and Reinvestment Act of 2009, issued by the Office of Management and Budget on June 22, 2009 and found on http://www.whitehouse.gov/omb/recovery_default/, the Contractor shall include in each monthly report:

- (1) The Contractor's 9-digit Data Universal Numbering System (DUNS) number;
- (2) The contract (subaward) number or number assigned by the Contracting Officer;
- (3) The Contractor's "Doing Business As" name (as registered with CCR and/or Dun & Bradstreet);
- (4) The Congressional District of the Contractor;
- (5) The amount of the contract (subaward);
- (6) The cumulative amount of cash disbursed to the Contractor as of the reporting period end date;
- (7) The date the contract was awarded;
- (8) The physical location of the primary place of performance;

- (9) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—
- a. In the Contractor’s preceding fiscal year, the Contractor received—
 - i. 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - ii. \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - iii. The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- (10) Information on Resources (hours worked), including:
- a. First and Last Name of Resource (employee)
 - b. Job Title
 - c. A Unique Identifier for Resource (first three digits of street number of residence address)
 - d. Residency Information (DC or not)
 - e. Total Hours Worked per Month on ARRA funded project
- (11) For subcontracts valued at less than \$25,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the reporting period and their aggregate total dollar amount;
- (12) For any first-tier subcontract funded in whole or in part under the Recovery Act, the Contractor shall require the subcontractor to provide the information described below to the Contractor for the purposes of inclusion on the Contractor’s monthly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide information on these first-tier subcontracts as follows:
- i. Either the subcontractor’s DUNS number; or the subcontractor’s name and its headquarters zip code + four;
 - ii. Name of the subcontractor;
 - iii. Payment amount; and
 - iv. A description of the overall purpose and expected outcomes or results of the subcontract, including significant deliverables and, if appropriate, associated units of measure.

b. If the Contractor is a “vendor”, as that term is defined in M-09-21, Implementing Guidance for the Reports and Use of Funds pursuant to the American Recovery and Reinvestment Act of 2009, issued by the Office of Management and Budget on June 22, 2009 and found on http://www.whitehouse.gov/omb/recovery_default/, the Contractor shall report:

1. The Contractor’s 9-digit DUNS number or its name and headquarters zip code + four;
2. The Contractor’s name;
3. Amount of the contract award; and
4. A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

E. The Contractor shall designate a responsible contact person who will ensure that the data described in Section II.D is reported by the required time. The Contractor designates the following person as the contact person:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email address: _____

F. A cumulative amount from all the reports submitted for this contract will be maintained by the District's on-line reporting tools.

G. The Contractor shall not use Recovery Act funds to meet the cost of its tracking and reporting requirements under its Recovery Act contracts.

III. POSTING AVAILABLE JOB OPENINGS

The Contractor shall promptly post all new job openings funded in whole or in part as a result of Recovery Act funding on the District Department of Employment Services' website at www.dcnetworks.org

IV. ACCESSIBILITY TO RECORDS REQUIREMENTS

1. Pursuant to section 1514 of the Recovery Act, the Contractor agrees to allow any appropriate federal entity, including an inspector general:
 - a) access to examine any records of the Contractor and any subcontractor pursuant to this contract that pertain to, and involve transactions relating to, this Contract or any subcontract under this Contract; and
 - b) to interview any officer or employee of the Contractor, or any subcontractor, regarding such transactions.

2. Pursuant to section 902 of the Recovery Act, the Contractor agrees to allow the Comptroller General and his representatives:
 - a) access to examine any records of the Contractor or any of its subcontractors that directly pertain to, and involve transactions relating to the Contract or subcontract under this Contract; and
 - b) to interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.

IV. EQUAL EMPLOYMENT OPPORTUNITIES

In addition to the District's equal opportunity requirements, the Contractor shall comply with, and require its subcontractors to comply with, all of the following federal laws for equal employment opportunities, if applicable:

Titles VI and VII of the Civil Rights Act of 1964
Equal Pay Act of 1962
Age Discrimination in Employment Act of 1967
Title IX of the Educational Amendments of 1972
Section 504 of the Rehabilitation Act of 1973
Age Discrimination Act of 1975
Titles I and V of the Americans with Disabilities Act of 1990
Fair Housing Act
Fair Credit Reporting Act
Equal Educational Opportunities Act
Uniform Relocation Act

V. WHISTLEBLOWER PROTECTIONS

1. Pursuant to Section 1553 of the Recovery Act, the Contractor and all subcontractors are prohibited from discharging, demoting or otherwise discriminating against any employee of the Contractor or any subcontractor as a reprisal for disclosing any of the following information that the employee reasonably believes is evidence of:

- a) gross mismanagement of the Contract related to Recovery Act funds;
- b) gross waste of Recovery Act funds;
- c) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds;
- d) an abuse of authority related to the Contract, including the competition for or negotiation of the contract, related to Recovery Act funds; or
- e) a violation of law, rule or regulation related to Recovery Act funds.

2. The inspector general shall receive and investigate all complaints alleging a violation of Paragraph 1 of this section.

3. All contractors and subcontractors receiving Recovery Act funds shall post a notice of employee rights as described in Paragraph 1 of this section in conspicuous locations with other required employee rights information.

VI. ADDITIONAL PROVISIONS APPLICABLE TO CONSTRUCTION CONTRACTS

1. Department of Labor Wage Determinations

- a) The Contractor and its subcontractors shall pay all laborers and mechanics wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. The Contractor shall be bound by the wage rates for the term of the Contract.

b) All rulings and interpretations of the Davis-Bacon and related Acts contained in 20 CFR Parts 1, 3 and 5 are herein incorporated by reference in this Contract.

2. Buy American

a) Pursuant to Section 1605 of the Recovery Act, the Contractor and all subcontractors must use steel, iron and manufactured goods that have been produced in the United States, unless the Government determines one of the following:

- (i) The use of those materials would be inconsistent with the public interest;
- (ii) That there is an insufficient quantity or quality of steel, iron or relevant manufactured goods that were produced in the United States; or
- (iii) The use of those materials would increase the cost of the project by more than twenty-five percent (25%).

b) The Contractor may seek a waiver from the Buy American requirements by appealing to the appropriate agency under the rules at 2 CFR Part 176.

VI. PROVISIONS APPLICABLE TO SUBCONTRACTORS OR SUB-RECIPIENT VENDORS UNDER THIS CONTRACT

The Contractor shall provide a copy of this **Attachment B** to all of its subcontractors and sub-recipient vendors under this Contract.