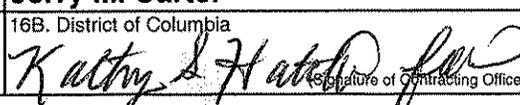


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 of 6
2. Amendment/Modification Number Amendment No. 4	3. Effective Date See Block 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption: Reconstruction of Pennsylvania Ave, SE from 200Ft. West	
6. Issued By: District Department of Transportation Office of Contracting and Procurement 2000 14th Street, N.W. 6th Floor Washington, D.C. 20009		Code 750-21-61	7. Administered By (If other than line 6) Office of Contracting and Procurement Bid Room Frank D Reeves Municipal Center 2000 14th Street, N.W. 3rd Floor Bid Room Washington, D.C. 20009	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X) 9A. Amendment of Solicitation No. DCKA-2009-B-0090	9B. Dated (See Item 11) 5/4/2009
Code _____ Facility _____			10A. Modification of Contract/Order No.	
			10B. Dated (See Item 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ 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>2</u> copies 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 checked="" type="checkbox"/> is not, _____ is required to sign this document and return <u>2</u> copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The purpose of this Amendment is to inform interested prospective vendors of the following changes to the 2009 American Recovery and Reinvestment Act (ARRA) Contracting Reporting Requirements (Stimulus Project), entitled "Reconstruction of Pennsylvania Avenue, SE from 200 Feet West of 27th Street, SE to Southern Avenue, SE." "ADDITIONAL CLARIFICATION TO PRE-BID QUESTIONS" QUESTION 13 - Line #0210 - Item 108 002 Progress Photographs: There is no SP designating the number of photographs to be taken so the price of this item cannot be estimated. ANSWER 13 - This item revises Item 108.08 Progress Photograph of the Standard Specifications by replacing the number number of photographs required in paragraph one with the following; 80 photos for pre-construction; 80 photos for post construction and 30 photos per week during construction. QUESTION 10 & 31 - Line #0120 - Item 000513 & SP 58 Partnering: The special item lacks adequate detail to estimate a price for this item. This SP must describe the exact requirements of the partnering desired so it can be properly priced or DDOT should put a "draw" type fixed unit price. ANSWER 10 & 31 - This Special Provision for Partnering is revised to include the following; Two off-site partnering workshops, one for 8 hours and second for 4 hours including breakfast and lunch; Bi-weekly progress/partnering meetings to be held in the field office or at 64 New York Avenue, NE, Washington, DC - 2 hours, and qualified partnering facilitator. QUESTION 33 - SP 85 Builder's Risk Insurance: Builder's Risk Insurance company requires DDOT to provide dollar basis for Builder's Risk Insurance. ANSWER 10 & 31 - The Contractor shall provide Builder's Risk Insurance in the amount of \$30,000,000. QUESTION 34 - ARRA Sign: The drawings furnished for ARRA signs depict two different sizes. Which size should be utilized on this project? ANSWER 34 - The Contractor shall utilize the smaller sign. INSERT New SP 95 (4-pages) entitled, "Field Management Software" per attachment. INSERT New SP 96 and 97 (1-page) entitled, "Special Provisions for Incentives and Disincentives" per attachment. "ADDITIONAL CLARIFICATION" There are walls and structures that have exposed back edges where the dirt meets wall. Do these back faces get covers in stone as well or, are they concrete faced? Clarification: For cost in place concrete walls, the back face of the walls do not get stone treatment, they will be exposed concrete as shown on plans. Typical stone wall is 11", but here we have 18" cap wall, please verify if this is correct. Clarification: The 18" granite coping shown on plans is correct.				
15A. Name and Title of Signer (Type or print)			Jerry M. Carter	
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)	16C. Date Signed 6/4/2009

SPECIAL PROVISION 95

ITEM 624 002 – Field Management Software

DESCRIPTION:

Standard Specification Section 624.01 (Field Facilities, Page 516) is revised to add a Field Information Management System. This software will be utilized for all field reporting, RFI's and Progress Reports.

ITEM 624.02 – FIELD INFORMATION MANAGEMENT SYSTEM

DESCRIPTION:

This work shall consist of providing a fully operational field information management system and support services.

MATERIALS:

The field information management system shall include all the components specified in Attachment A to this specification. The system shall adhere to the technical specifications as specified in Attachment A. The number of mobile field computer units and desktop access units to be supplied shall be identified by the Engineer.

The Contractor is required to have the vendor of the field information management system on call for support services and equipment maintenance/repairs for the duration of the contract.

The system shall include all necessary hardware to provide a fully functional system to the satisfaction of the Engineer. All necessary software, operating manuals, and other pertinent media for all the components shall be provided. All equipment furnished shall be subject to approval by the Engineer.

CONSTRUCTION DETAILS:

The Contractor shall provide, install, and maintain a field information management system in a location designated by the Engineer. The Contractor shall make the system fully operational in a timely manner. All equipment furnished shall be subject to approval by the Engineer and the appropriate DOT automation support personnel. The Engineer shall coordinate the review of the materials with the appropriate DOT automation support personnel.

The system shall be maintained and remain in service until either: (a) the Engineer requests its removal in writing, (b) the State relinquishes the Engineer's field office and the field information management system is relinquished as part of the Engineer's field office, or (c) the later of either thirty (30) days after the final contract acceptance date or thirty (30) days after the date the Contractor provided the last documentation necessary for processing the final contract acceptance.

Ownership of the equipment and software supplied by the Contractor shall revert back to the Contractor upon completion of the contract. All data is the property of the State and shall be provided in a useable format at the completion of the contract.

The Contractor shall maintain all furnished equipment and software in good working condition and shall provide replacement due to breakdown, damage, or theft within two working days. Maintenance and service of the units shall be performed by the vendor of the field information management system.

METHOD OF MEASUREMENT:

The field information management system will be measured on a fixed price Dollar Cents pay unit basis.

BASIS OF PAYMENT:

The pay item is a draw down item. As materials are supplied, the receipts for the materials shall be submitted to the Engineer (Note: 'materials' includes all physical materials, software, labor, services, and service contracts provided to furnish, install, maintain, and remove all of the components of the system). The Contractor will be reimbursed for receipted costs of materials plus 5% for profit and overhead.

The total cost shown in the itemized proposal for this pay item will be considered the price bid even though payment will be made only for actual materials supplied, with profit and overhead. The unit price amount is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be disregarded, and the original price will be used to determine the total amount bid for the contract.

ATTACHMENT A

This pay item shall include all the components, peripherals, software, and accessories specified as follows:

HARDWARE Mobile Computer(s)

- Rugged, portable, stand-alone computer
- Tablet PC with on-screen active pen recognition
- Display – 10” (minimum) transfective screen with active backlight control
- Processor – Pentium III (or equivalent), 800 MHz (minimum)
- Memory – 256 MB RAM (minimum)
- Graphics – 4 MB Video RAM (minimum)
- Hard Drive – shock mounted, internal 20 GB (minimum)
- Wireless connectivity, compatible with GPS, GPRS, CDPD, and 802.11, satellite
- Battery life – 4 hour constant on battery life (minimum)
- Additional battery packs (supply as many as necessary to allow each unit to operate continuously for 8 hours)
- Docking Station / Recharger (Capable of recharging the mobile unit battery in less than 8 hours)
- Accessories - DC power adapter (for in-vehicle use), AC power adapter, and any other cables, pens, or other accessories to make it a fully-functional unit and capable of connecting to the field office computer environment.

SYSTEM FUNCTIONALITY (includes mobile units)

- Provide storage, retrieval, and synchronization of contract documents capabilities
- Provide work progress tracking capabilities (i.e. inspection report forms, daily journals, field sketches, etc.)
- Generate payment estimates
- Provide continual* two-way synchronization between all components of the system (the mobile units, and the data server) (* when and wherever wireless service is reasonably available)
- Provide access to real-time project data to all authorized users.
- Provide ability to electronically manage contract changes.
- Provide an electronic collaboration module to manage memos, messages and communications between project participants

DATA REQUIREMENTS

Project Set Up

- Contract Plans and Proposal
 - *Electronically link all plans
 - *Text within plans will be configured for search capability
- Standard Specifications

*Link all specs within the plans as well as the linking to other referenced documents

- Set-up journal electronically with user name, pay item, work location, contractor, sub contractor, CPM item, labor, equipment
- Set-up reporting for daily journal, pay item, monthly quantity status reports, costing reports, materials release data, change order report, force account report
- Readily Available Common Data Resources (MURK manuals, standard sheets, engineering instructions, etc.
*Electronically link and reference with all project documents for search capability
- Field Inspection forms (intelligent forms)

Monthly Electronic Data Requirements

- | | |
|-------------------------|------------------------|
| • CPM update | • Force Account |
| • Pay Estimate | • Costing |
| • Material release data | • Quantity status |
| • Change order | • Redline plan changes |

DATA STORAGE /TRANSFER

- Data shall be stored and maintained on a data server
- The data shall be regularly backed up on a separate server
- Continual access to the data from the office and field office shall be provided (via internet download or an alternate approved access method)
- Biweekly or monthly downloads from the data servers shall be provided upon request
- Project records shall be maintained in a searchable database
- All data shall be transferred to the State in a useable format (i.e., CD) at the end of the contract
- Any as-needed maintenance/service/upgrades shall be provided in a timely manner.

MAINTENANCE /SERVICE

- Any as-needed maintenance, service and upgrades shall be provided in a timely manner.

TRAINING

- In-person training on the use of the systems shall be provided.
- Continuous help call support also shall be available for the duration of the contract
- Training and support services shall be performed by a qualified representative from the field information management system vendor.

**DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION FOR
INCENTIVE AND DISINCENTIVE**

This S.P. supplements 108.06(A) by adding:

SP- 96 **Incentive** - For each calendar day up to a maximum of sixty (60) days in which the contract work is complete before the expiration of the specified construction completion time, \$5,000.00 per calendar day will be paid to the Contractor.

This S.P. replaces 108.07:

SP- 97 **Disincentive** - For each calendar day in which the contract work is not complete after the expiration of the specified construction completion time, \$5,000.00 per calendar day has been set as the penalty to be applied to the contractor by the District of Columbia.