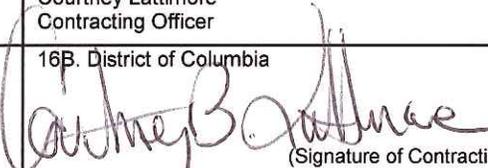


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2. Amendment/Modification Number 003	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption <i>Design-Build Services for St. Elizabeth's East Campus Stage 1 Infrastructure Improvements Project</i>	
6. Issued by: District Department of Transportation Office of Contracting and Procurement 55 M Street, SE, 7 th Floor Washington, DC 20003		Code	7. Administered by (If other than line 6)	
8. Name and Address of Contractor (No. street, city, county, state and zip code) ALL PROSPECTIVE VENDORS		X	9A. Amendment of Solicitation No. DCKA-2014-R-0063	
Code			9B. Dated (See Item 11)	
Facility			10A. Modification of Contractor/Order No.	
			10B. Dated (See Item 13)	
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 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> 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 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 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 CONTRACTORS/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 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 checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation <u>DCKA-2014-R-0063</u> is hereby amended as follows:				
<ol style="list-style-type: none"> Revised Sections G.10 and L.20.1.3 through L.20.1.8; along with Sections G.11 and G.12, shown on pages 2 through 12 of this amendment are incorporated. Offerors have until 12 noon, Monday, September 15, 2014 to submit questions pertaining to information set forth in THIS AMENDMENT ONLY. Questions must be submitted to DDOT.StElizabethseast@dc.gov. Questions regarding other sections of the solicitation, not provided in this amendment, will not be considered. 				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer		
		Courtney Lattimore Contracting Officer		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature)			9/10/14	
		(Signature of Contracting Officer)		

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A. Please incorporate sections G.10 and G.11 as follows:

G.10. CHANGES IN THE WORK; CHANGE ORDERS**G.10.1. Authorization to Change the Work:**

For purposes of Sections G. 10 and G. 11: The term "Change" shall mean a modification or change in the Work, a revision of the Completion Date or Term, a revision to the Price, and/or a revision to other terms and conditions of the Contract, authorized in writing by the Contracting Officer. The term "Change Order" shall mean a modification or Amendment to the Contract describing a Change.

G.10.1.1. Only the CO is authorized to change the requirements of the Contract.

a. No written or oral order from DDOT shall be treated as a Change or entitle the Contractor to an increase in Price or Term except as provided in this Section and authorized by the CO.

b. A Change Order executed by the CO and the Contractor shall provide for an all-inclusive settlement for all Changes in that Order, including revisions to Price and Term, and the Contractor's signature shall represent a waiver of any and all rights to file a claim on account of the Change

c. A Change Order executed by the CO, but not executed by the Contractor, shall become final and binding on the Contractor, unless it delivers to the CO written notice of a claim within thirty (30) days after receipt of the Change Order.

G.10.1.2. Without invalidating the Contract, and without notice to any surety, the CO may order Changes, consisting of additions, deletions, or other revisions to the Work, which may include, but are not limited to: the requirements of the Specifications and Drawings; the means, methods, techniques or sequences of construction; the District furnished lands, equipment, materials, or services; or directing acceleration of the Work. Such Changes shall be authorized in a Change Order. Upon receipt of that Order, the Contractor shall promptly proceed or continue with the Work involved (based on the conditions stated in that Order and other applicable conditions in the Contract Documents).

G.10.1.3. If a Change causes an increase or decrease in the Contractor's cost of or the time required for the performance of all or part of the Work, a change in Price or Term will be made as provided in Section G.11.

G.10.1.4. For any proposed change by the Contractor, the Contractor shall, within twenty (20) days after discovering the circumstances supporting Contractor's request for change, provide a written proposal to the COTR stating the related circumstances and detailing the character and scope of the work involved in the proposed change, justification for a change, details of pricing elements, and CPM details of any schedule changes required thereby

- a. No claim for any change under this Section shall be allowed for any cost or schedule change incurred more than twenty (20) days before the Contractor gives written notice, as therein required.

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G.10.1.5. The COTR will evaluate the proposal from the Contractor, and will review with the Contractor the results of the COTR's evaluation before rendering a determination. If the COTR determines that a change in the Work is warranted, the COTR will make a written recommendation to the CO to issue a Change Order documenting the changes to the Work with an adjustment of the Price and/or Term.

- a. If the COTR concludes that a change order is not warranted, the COTR shall issue a written determination denying the proposal and that determination shall be final and binding on the Contractor, unless the Contractor delivers to the CO written notice of a claim within thirty (30) days from receipt of the COTR's determination.

G.10.2. Waivers:

G.10.2.1. No proposal or claim by the Contractor for a change under paragraph G. 10.1.4 shall be allowed for any additional costs or additional time, if the Contractor knew or should have known about the circumstances supporting Contractor's request for change but failed to give written notice to the COTR within twenty (20) days of when Contractor knew or should have known, as required with the exception of circumstances set forth in Article 5 of Attachment J.1

G.10.2.2. No proposal by the Contractor for an adjustment under this Section shall be allowed if made after the date of final payment.

G.10.3. Contractor's Proposals:

Nothing contained herein precludes the Contractor from proposing a change in the Work or the Price or Term. Contractor shall make such proposal in accordance with this Section and Section G.11 following.

G.11. CHANGES IN PRICE OR TERM

G.11.1 Price or Term shall be changed only by Change Order.

G.11.2 Proposals Substantiating Adjustments:

G.11.2.1. Contractor's proposal shall become due within twenty (20) days of receipt of a notification of Change (unless the CO allows an additional period), and the proposal shall remain firm for a period of not less than sixty (60) days from receipt by the CO of the proposal. The District will not consider proposals received after the date and location specified. Proposals shall be submitted on forms acceptable to the District.

G.11.2.2. Contractor shall certify in writing that the proposal includes all claims as allowed in the Contract for (a) costs and (b) delays, and that those costs and delays would be or were necessarily incurred as a result of the Change, despite the Contractor's reasonable and diligent efforts to mitigate them.

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G.11.2.3. Where the change in Price is to be determined on the basis of the "cost of the work involved," the Contractor's itemized estimates shall detail all applicable elements of cost, including, but not limited to, labor (man-hours) and payroll costs, quantities, crew mixes, production rates, material costs, subcontractor and supplier costs, equipment costs, and supplement costs.

G.11.2.4. Where the change in Price arises from changes in the schedule of all or part of the Work, or where a change in the Term is sought, the proposal shall include a detailed CPM analysis of the Baseline Schedule, and cover all applicable elements affecting the Work involved, including, but not limited to, labor crews, craft levels, equipment utilization, Work during other than normal working hours, production rates, and installation, shop drawing preparation, submittal and review, material and equipment delivery, and testing and start-up times. The CPM analysis shall be submitted in a format that complies with Section 108.03 (Construction Scheduling) of Attachment J.1.

G.11.2.5. Proposals shall cover all aspects of the Work involved, where relating to deleted, added, revised, or impacted items of Work. Amounts for subcontractors or suppliers at any tier shall be equally supported.

G.11.2.6. No proposal for an adjustment in Price or Term shall be valid unless submitted in accordance with this Section.

G.11.3 Methods for Determining Adjustments in Prices:

The methods to be used to determine an adjustment in Price necessitated by Changes, or by the CO's approval of a proposal or claim, are limited to the following:

G.11.3.1. Where the Change is of the same character as Work covered by lump sum prices, application of those lump sum prices to the quantities of items involved are subject to the conditions covering lump sum Work.

G.11.3.2. Where the Change is of the same character as fixed unit price Work, application of those unit prices to the quantities of the items involved are subject to the conditions covering unit price Work.

G.11.3.3. Where the Change is not covered by either of the preceding methods in G.11.3.1 or G.11.3.2, but the Change is of similar character of the Work, both parties shall negotiate a lump sum price or fixed unit price, based on the Contractor's itemized estimate in its proposal or DDOT's itemized estimate of the cost of the Change.

G.11.3.4. Where the Change is not covered by either of the first two methods in G.11.3.1 or G.11.3.2, and the Contractor and DDOT cannot achieve agreement on the cost of the Change, the Change Order shall be issued at the cost shown in DDOT's estimate, and the Contractor's fee determined as provided under Section 11.9.1.6.

G.11.3.5. Where the Change is not covered by either of the first two methods in G.11.3.1 or G.11.3.2, and the parties cannot accurately identify and price the cost of the Change, the CO may issue a Change Order directing the Contractor to proceed with the Change and specifying that the price for the Change will be based on either actual cost, or time and material, and the Contractor's fee determined as provided under Section G.11.9.1.7.

G.11.4 Labor Costs:

G.11.4.1. Payroll costs shall be included for craft labor and first line supervision (Foreman, non-salaried employee) in the direct employ of the Contractor, assigned to the Site, and engaged in furnishing and incorporating materials or operating equipment in performance of the Change. Payroll costs shall include hourly wages and fringe benefits, pursuant to Attachment J.12, plus the necessary labor burdens, which may include social security, Federal and District unemployment insurances, workers' compensation and liability insurance.

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G.11.4.2. Labor costs shall be computed using the same accounting and estimating rules regardless of whether related to added or deleted items of Work.

G.11.5 Material Costs:

G.11.5.1 Payments by the Contractor to suppliers for all material required for the Change shall be included and shall be F.O.B. to the Site. All trade discounts, rebates, and refunds or returns from sale of surplus items shall accrue to the District, and the Contractor shall make conditions so that they may be obtained. When required by the COTR, the Contractor shall obtain competitive bids from suppliers and shall deliver such bids to the COTR. When determining actual material costs, actual invoices segregating the specific items associated with the Change shall be the record upon which actual costs shall be based.

G.11.5.2. Material costs shall be computed using the same accounting and estimating rules regardless of whether related to added or deleted items of Work.

G.11.6 Equipment Costs:

G.11.6.1. Equipment costs required solely in connection with the Change reflecting rented or leased or owned equipment costs for individual construction equipment or machinery shall be included. Payroll costs for craft labor to operate the equipment shall be priced separately, as detailed in Section G.11.4.

G.11.6.2. Rented or Leased Equipment:

Expect as provided below, for equipment rented or leased, the Contractor shall be entitled to amounts based on negotiated rental or lease rates, but in no event shall the amounts exceed the rates listed in the current edition of the cost guide entitled "Rental Rate Blue Book" for construction equipment as of the date of contract award, which is published by Dataquest, Inc.

If actual rental rates exceed those stated, written justification must be provided to the CO for consideration. By signing and dating its proposal, the Contractor certifies to the CO that the proposed rented or leased equipment is neither owned by nor rented from the Contractor, or an affiliate of or subsidiary of the Contractor.

G.11.6.3. Contractor's Equipment:

For equipment owned by the Contractor, the Contractor shall be entitled to costs based on its normal accounting practices, but in no event shall those costs exceed the rates listed in the Rental Rate Blue Book", as per G.11.6.2.

G.11.6.4. Rented, leased or owned equipment at the Site, and not in actual use, as a direct result of the Change, shall be paid at the rates for rented equipment, or on the basis of fifty percent (50%) of the rates for owned equipment, respectively, as specified below. In no event shall the idle time claimed in a day exceed the established normal working schedule. Payment for idle equipment shall come due only as long as the equipment was idled solely by actions of DDOT, and that the idle period exceeds that normally experienced for such equipment.

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G.11.6.5. For multiple shift work, the allowable equipment rate for second and third shifts shall not exceed fifty percent (50%) of the base rate. Costs for rented, leased or owned equipment shall not be billed to DDOT at rates exceeding those stipulated below:

Actual or Anticipated Usage**Cost Guide Payment Category**

Less than 8 hours

Hourly Rate

1 day but less than 7 days

Daily Rate

1 week but less than 30 days

Weekly Rate

30 days or more

Monthly Rate

G.11.6.6. Equipment costs shall be computed using the same accounting and estimating rules regardless of whether related to added or deleted items of Work.

G.11.6.7. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, or insurance costs.

G.11.7 Criteria for Determining Adjustments in Term:

The criteria to be used to determine an adjustment in Term necessitated by a Change are limited to the following:

G.11.7.1. An adjustment in Term will be based solely upon net increase in the time required for the performance or completion of parts of the work relative to the Critical Path activities and the original Term. However, if time required for the performance or completion of the parts of the work identified in the Change, in no event will an extension in Term be granted unless the Contractor demonstrates all available total float is consumed and performance of the Change will disable completion of the remaining Work within the Term.

G.11.7.2. The Term will be extended for each day of delay for which Contractor demonstrates is a result of an Excusable Delay, as defined in Article 5 of Attachment J.1.

G.11.7.3. The District reserves the right to order the Contractor to accelerate the Work to achieve final completion of the Contract, in lieu of extending the Term, for delays not caused by the Contractor or any Person performing Work on its behalf.

G.11.8 Costs Associated with Changes in Contract Term:

An extension in Term shall be combined with an appropriate increase in Price to provide the Contractor with full remedy for any Change where an extension in Term or increase in Price is not excluded by another provision of the Contract Documents. However, no adjustment in Price shall be provided in the following circumstances for which the District is not responsible:

- (1) Performance would have been so extended by any other cause, including fault or negligence of the Contractor or any other Person acting on its behalf in the performance of Work .;
- (2) Whenever adjustments are provided or excluded under any other provisions of the Contract Documents;
- (3) If the delays merely prevent the Contractor from completing the Work, or part in question, ahead of the corresponding timeframe, but do not adversely affect the Contractor's ability complete the Work, or part in question, within the Term.

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G.11.8.1. When determining the cost of the Work involved with an extension to the Term, amounts shall be allowed only if related solely to the extension in Term, which amounts may include: Labor, materials, equipment, and sub-agreement costs. Supplemental costs which are affected by the increase in Term, such as: field consumable supplies, office and temporary facilities at the site that were fully paid for in previous progress payments, permits or other special costs may be included.

G.11.9 Overhead and Profit – Contractor Fees

The Contractor is allowed reasonable fees to cover its overhead and profit on Changes, as outlined in this Section

G.11.9.1 Contractor's Fees - Construction:

Negotiated fees to cover the Contractor's overhead and profit shall not exceed the percentages set forth in Article 3, Item D of Attachment J.1 with the exception of the following:

G.11.9.1.1 Equipment: The negotiated fee shall not exceed ten percent (10%) of equipment costs.

G.11.9.1.2 Subcontractor: For a first tier subcontractor having a direct sub-agreement with the Contractor, the negotiated fees shall be as stated under Sections G.11.9.1.1 through G.11.9.1.4, and the Contractor's fee shall not exceed five percent (5%) of the cost of the subcontractor's Work, excluding the subcontractor's fees.

For a lower tier subcontractor, the negotiated fee shall not exceed ten percent (10%) of direct labor, materials, and equipment costs, and the Contractor's fee and the corresponding first tier subcontractor's fee shall not exceed five percent (5%) of the cost of the lower tier subcontractor's Work, excluding the lower tier subcontractor's fees and supplemental costs.

- a. The first tier subcontractor and lower tier subcontractor shall use their own equipment, or rent their equipment, and shall not use equipment of, or rent equipment from, the Contractor.
- b. The first tier subcontractor and lower tier subcontractor shall use their own labor force, and shall not use the Contractor's labor force.

G.11.9.1.3 No fee shall be payable on the basis of supplemental costs or first tier subcontractors' fees or lower tier subcontractors' fees.

G.11.9.1.4 Unilateral Change Orders: On the basis of the District's estimate, and a Contractor's and subcontractors' fees of eighty percent (80%) of the fees allowed under the Section above.

G.11.9.1.5 Time and Materials Change Orders: On the basis of the actual costs incurred by the Contractor, and a Contractor's and subcontractors' fees of sixty percent (60%) of the fees allowed under the Sections above.

G.11.9.1.4. No fee shall be allowed on supplemental costs.

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G.11.9.2. Contractor's Fees - Design:

Negotiated fees to cover the Contractor's overhead and profit shall not exceed ten percent (10%) of the direct and indirect labor costs.

- a. Direct labor rates are subject to approval by DDOT at the time of award, and shall be used to calculate additional design costs.
- b. The Indirect Cost Rate(s), defined as the Contractor's percentage factor expressing the ratio of indirect expense to Direct Labor Costs for a period, based on costs allocable to home and/or local office and/or Indirect Cost Field Rate(s), defined as the Contractor's percentage factor expressing the ratio of indirect expenses to Direct Labor Costs for a period, based on costs allocable to on-site or field location where work is to be performed for calculating indirect costs submitted by the Contractor are subject to approval by DDOT at the time of award, and shall be used to calculate fixed fees.

G.11.9.2.1. No fee shall be payable on the basis of material or equipment or any reimbursable Other Direct Costs (ODC).

G.11.9.2.2. Unilateral Change Orders: On the basis of the Government Estimate, and a Contractor's and subcontractors' fees of eighty percent (80%) of the fees allowed under the Sections above.

G.11.10 Costs Covered by the Contractor's Fees:

The cost of the Work involved shall not include any of the following costs – all of which are considered either (a) supplemental costs (not allowed under Section G.11.11); (b) administrative costs; or (c) contingencies covered by the Contractor's fee:

G.11.10.1. Payroll costs and other compensation of personnel employed by the Contractor whether at the Site or in the Contractor's principal or a branch office for management, administration or in support of the performance, management or administration of the Work, including, but not limited to, the Contractor's officers, executives, principals, general managers, project managers, construction managers, estimators and schedulers, detailers, claims consultants, attorneys, auditors, accountants, purchasing and contracting agents, engineers, architects, timekeepers, and clerks.

G.11.10.2. Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

G.11.10.3. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work involved and charges for delinquent payments.

G.11.10.4. Costs due to the fault or negligence of the Contractor or any Person performing Work on its behalf m, or for whose acts any of them may be liable, including, but not limited to, deposits to be lost, costs to correct defective work, costs to correct damages to property, and disposal or return of materials or equipment wrongly supplied.

G.11.10.10. Other administrative expense or contingent costs of any kind, and the costs of any item not specifically and expressly included in this Section.

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G.11.11 Supplemental Costs

The proportion of necessary supplemental costs shall be included in the change order to the extent those supplemental costs increase or decrease on account of labor, material, equipment, sub-agreement, or an adjustment in Term, including the following:

- G.11.11.1. Payroll costs for the resident Project Manager and other personnel in the direct employ of the Contractor engaged in site activities listed in the schedule of indirect personnel classification, as agreed to by DDOT, shall be included, to the extent that those costs are for Work related to adjustment in Term.
- G.11.11.2. Cost of office and temporary facilities at the site, inclusive of materials, supplies, equipment and appliances, and other minor expenses, required solely for the performance of the Work involved, shall be included, to the extent that those costs are related to adjustment in Term.
- G.11.11.3. Cost of utilities, fuel and sanitary facilities, and telephone service at the Site, required solely in the performance of the Work involved, shall be included, to the extent that those costs are related to adjustment in Term.
- G.11.11.4. Cost of special consultants who are not direct employees of the Contractor, or any of its subcontractors or suppliers, shall be included, provided that those costs were authorized by the CO prior to proceeding with the Work involved, and only if their activities are not covered by costs included under Article 11.4 (Labor Cost), or are not excluded by Article 11.10 (Cost Covered by the Contractor's Fees).
- G.11.11.5. Cost of fees for permits and licenses solely for the performance of the Work involved shall be included.
- G.11.11.6. Deposits to be lost for causes other than negligence of the Contractor or its subcontractors, which are related solely to the Work involved, shall be included.
- G.11.11.7. Cost of premiums for additional bonds and special insurance required by DDOT, solely because of the Work involved, shall be included.
- G.11.11.8. No mark-up (fees) shall be allowed on supplemental costs.

G.11.12. Unit Price Work:

Prior to final payment, a balancing (reconciliation) Change Order will be issued to adjust the estimated quantities for Unit Price Work in Changes to the actual quantities, and to correspondingly adjust the Price.

G.11.12.1. Overrun or Underrun in Quantities

- a. The Contractor shall promptly, after becoming aware, and before proceeding with the affected Work, notify the COTR in writing whenever the actual quantity for an item of Unit Price work differs by more than twenty-five percent (25%) from the estimated quantity for that item, and request a re-evaluation of the estimated quantity, Unit Price, and Term, if applicable.

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- b. When an item of Work is increased in excess of one hundred and twenty-five percent (125%) or decreased below seventy-five percent (75%) of the original Contract quantity, an allowance for an increase in quantity may apply only to that portion in excess of 125% of the original Contract quantity, or in case of a decrease below 75%, to the actual amount of work performed.

- c. DDOT reserves the right to notify the Contractor in writing of any variation in quantities meeting the criteria established in this Section and to request a reduction in the Unit Prices for those quantities.

G.12. CLAIMS

G.12.1. Claims against the District

The Contractor shall attempt to resolve all disputes arising under or relating to the Contract by discussion and agreement with the CO before filing a written claim. If the Contractor is unable to resolve a dispute through informal discussions, the Contractor may file a written claim with the Contracting Officer in accordance with Chapter 38, Section 3803, of the District of Columbia Municipal Regulations (DCMR) Title 27.

G.12.11. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Contract, or any other conditions referenced under Section G.11.2 of this contract.

G.12.2. Penalties for False Claim:

The attention of the Contractor and all subcontractors and lower tier subcontractors is drawn to Chapter 38, Section 3803.8, of the District of Columbia Municipal Regulations (DCMR) Title 27, which provides:

"If a contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the contractor, the contractor shall be liable to the District government for an amount equal to the unsupported part of the claim in addition to all costs to the District government attributable to the cost of reviewing that part of the contractor's claim."

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B. Section L.20.1.3 is modified as follows:

Offeror has experience as the Lead Designer on three design-build projects within the past ten years. The amount of the contract for two of the projects was over ten million dollars (\$10,000,000.). The amount of the contract for one of the projects was over thirty million (\$30,000,000.). At least one (1) of the projects should include infrastructure work. For each contract, Offeror must submit at a minimum the following evidence:

- Three copies of the Lead Designer Work History Form completed and signed by Offeror, providing descriptions of the three sample projects. Attachment J.20
- A copy of a contract for one of the projects referenced in the completed work forms. Offeror may omit contract attachments.
- A contemporaneous final evaluation of Offeror by the project owner for each of the referenced projects. If the project owner did not produce a contemporaneous evaluation, then the District in its discretion may accept for consideration a Past Performance Form completed and signed by the project owner, Attachment J.16

C. Section L.20.1.4 is modified as follows:

Offeror's proposed Design Build Project Manager shall have minimum 5 years of project management experience in design-build infrastructure projects. The contract value for one of the projects shall be over thirty million dollars (\$30,000,000). The person shall be a professional engineer registered in Washington D.C. Offeror must submit at a minimum the following evidence:

1. Offeror's evidence must include a copy of a contemporaneous final evaluation of the Design Build project manager's work. If there is no contemporaneous evaluation, then the District in its discretion may accept for consideration a Key Personnel Resume Form completed and signed by the project manager's past project employer, Attachment J.21.
2. An agreement between Offeror and the proposed Design Build project manager that the proposed person will work for Offeror as the Design Build Project manager if the District awards Offeror the Contract.

D. Section L.20.1.5 is modified as follows:

Offeror's proposed Design Manager shall have minimum 5 years of design experience in managing design-build infrastructure projects. The contract value for one of the projects shall be over thirty million dollars (\$30,000,000). The person shall be a professional engineer registered in Washington D.C.

Offeror must submit at a minimum the following evidence:

1. Offeror's evidence must include a copy of a contemporaneous final evaluation of the design manager's work. If there is no contemporaneous evaluation, then the District in its discretion may accept for consideration a Key Personnel Resume Form completed and signed by the design manager's past project employer, Attachment J.21

An agreement between Offeror and the proposed design manager that the proposed person will work for Offeror as the Project design manager if the District awards Offeror the Contract.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

2. Amendment/Modification Number 003	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption <i>Design-Build Services for the St. Elizabeth's East Campus, Stage 1 Infrastructure Improvements Project</i>
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E. Section L.20.1.6 is modified as follows:

- L.20.1.6 Offeror's proposed **Construction Manager** shall have minimum 5 years of construction experience in managing design-build infrastructure projects. The contract value for one of the projects shall be over thirty million dollars (\$30,000,000). The person shall be a professional engineer registered in Washington D.C. Offeror must submit at a minimum the following evidence:
- a. Offeror's evidence must include a copy of a contemporaneous final evaluation of the construction manager's work. If there is no contemporaneous evaluation, then the District in its discretion may accept for consideration a Key Personnel Resume Form completed and signed by the construction manager's past project employer, Attachment J.21
 - b. An agreement between Offeror and the proposed construction manager that the proposed person will work for Offeror as the Project construction manager if the District awards Offeror the Contract.

F. Section L.20.1.7 is modified as follows:

- L.20.1.7 Offeror's proposed **Quality Control Manager** shall have minimum 5 years of quality control experience in design-build infrastructure projects. The contract value for one of the projects shall be over thirty million dollars (\$30,000,000). The person shall be a professional engineer registered in Washington D.C. Offeror must submit at a minimum the following evidence:
- a. Offeror's evidence must include a copy of a contemporaneous final evaluation of the quality manager's work. If there is no contemporaneous evaluation, then the District in its discretion may accept for consideration a Key Personnel Resume Form completed and signed by the quality control manager's past project employer, Attachment J.21
 - b. An agreement between Offeror and the proposed quality control manager that the proposed person will work for Offeror as the Project quality control manager if the District awards Offeror the Contract.

G. Section L.20.1.8 is modified as follows:

- L.20.1.8 Offeror's proposed **Lead Utility Engineer** shall have minimum 5 years of utility design/construction experience in infrastructure projects. Offeror must submit at a minimum the following evidence:
- a. Offeror's evidence must include a copy of a contemporaneous final evaluation of the lead utility engineer's work. If there is no contemporaneous evaluation, then the District in its discretion may accept for consideration a Key Personnel Resume Form completed and signed by the lead utility engineer's past project employer, Attachment J.21
- An agreement between Offeror and the proposed lead utility engineer that the proposed person will work for Offeror as the lead utility engineer if the District awards Offeror the Contract.