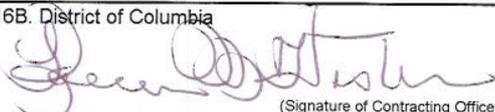


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 3
2. Amendment/Modification Number DCFA-2008-R-0124-M001	3. Effective Date 27-Feb-08	4. Requisition/Purchase Request No.	5. Solicitation Caption Evidence Control & Storage Facility	
6. Issued By: Office of Contracting and Procurement Construction, Design and Building Renovation Group 441 4th Street NW, Suite 700S Washington, DC 20001 Attn: Karen Hester		Code	7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. DCFA-2008-R-0124
				9B. Dated (See Item 11) 2/27/2008
				10A. Modification of Contract/Order No.
				10B. Dated (See Item 13)
Code	Facility			
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 <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				
(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 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: DCMR 27 2008.4 (a) (b) ©			
	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.)				
Solicitation No. DCFA-2008-R-0124-M001 is hereby amended as follows:				
1. Subsection B.4 Pricing Data: Delete Division 01 - General Requirements/General Conditions and Replace with General Conditions Including Supervision. Delete under Soft Costs: Project Management and Supervision.				
2. Subsection F.2 Deliverables: Insert F.2.7 The Contractor shall submit to the COTR the Design Deliverables specified in Attachment W				
3. Delete "I-J", "J-I", and "Total-Float" from G.15.2.4 and G.15.4.1. Additionally, change G.15.4.1 to G.15.3.1 and G.15.4.2 to G.15.3.2.				
4. Under G.15.2.2, Delete "Each field work activity shall have a maximum duration of 20 workdays." and Replace With "Each field work activity shall have a maximum duration of 15 workdays unless the District expressly authorizes exception. In assessing proposed exceptions, the District will take into account special attributes of work, such as long-lead equipment with extended engineering, fabrication and delivery schedules.				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Karen Hester	
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia 	16C. Date Signed 2/27/08
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

5. Add the following to Subsection G.15.2:

G.15.2.5 Costs Limits: Ensure that the level of detail of the Contractor's CPM shall be a function of complexity of work involved and activities shall have a value of less than \$10,000.00, unless the District expressly authorizes exception. In assessing proposed exceptions, the District will take into account special attributes of work, such as long-lead equipment with extended engineering, fabrication and delivery schedules.

G.15.2.6 Distribute Contract Price over activities (cost loading) Mobilization, bond and insurance costs may be indicated separately on individual activities; however, prorate other general requirement costs, such as overhead and profit, throughout activities. Divide each activity's cost loading into each of labor, material, and equipment where the Contractor desires to receive payment for uninstalled material delivered to the project site separate from labor and/or equipment expenditure on activities concerned.

6. Add Section G.15.5

G.15.5 Float Time

G.15.5.1 The Contractor shall manage work according to early start dates, by commencing activities on early start date (calculated by latest approved CPM) or earlier if possible, unless constrained by bona fide resource limitation. The District may reserve and apportion float time according to needs of project. Actual or projected District-caused delays that do not exceed available float time shall not have any effect upon Contractor's adherence to specified time constraints and shall not be a basis for time extension or additional compensation. The Contractor shall acknowledge that:

G.15.5.1.1 Activity delays shall not automatically result in adjustment of specified time constraints;

G.15.5.1.2 Change Order (modification or amendment of contract) or other District action or inaction may not affect existing critical activities or cause non-critical activities to become critical;

G.15.5.1.3 Change Order or delay may result in only consuming part of available total float that may exist within activity chain of network, thereby not causing any effect on specified time constraints.

G.15.5.2 Pursuant to above float sharing requirements, use of float released by elimination of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, unreasonably extended activity duration, or imposed dates shall be distributed by the District to benefit of the District and the Contractor.

G.15.5.3 In the event the Contractor wishes to complete the work earlier than the time specified, the Contractor will not be entitled to any type of extended overhead or other compensation up to the contract completion date.

G.15.5.4 **Requested Time Adjustment Schedule (RTAS)**

Updated Contract Schedules submitted by the Contractor shall not indicate completion date later than specified time constraints, subject to time extensions approved by District. If Contractor believes it is entitled to time

extension, submit to District, within deadlines set out herein and with each contemporaneous monthly update, separate schedule analysis entitled RTAS. Indicate, in said analysis, in addition to requirements of General Conditions, proposed adjustments in Contract Schedule which, in opinion of Contractor, should be made due to changes, delays or conditions occurring during past month or previously, or which are expected or contended by Contractor. Time-scale said analysis utilizing computer generated and computer drawn network. This paragraph shall not relieve the Contractor of its obligation to provide proper and timely separate written notice of impacts to schedule. The Contractor acknowledges that its preparation of RTASs is not extra work to Contract and preparation by Contractor of RTASs shall not be cause for Contractor to receive any additional time for performance of work or additional compensation.

G.15.5.5 Extended Overhead Cost

Extended overhead cost shall be cost incurred by the Contractor in the event the contract time is extended beyond the completion date set for entire work, and District-caused time extension is sole-and-controlling cause of such extension. Only costs incurred by the Contractor on the project work site are eligible to be classified as extended overhead costs, and only if the Contractor satisfies pertinent requirements set out in this specification. Such costs is limited to direct daily costs associated with temporary facilities on project site and supervision assigned full-time to the project site. Actual or alleged off-site costs associated with time extensions shall be deemed fully compensated by percentage mark-ups in Change Orders, if any, or as negotiated between parties.

7. Section J, List of Attachments add the following:

V: Community Outreach Program for Filing Citizens Complaints, January 16, 2004
W: Design Deliverables
X: Auction Process

8. Section L.5.1.2 Section: Contractor's Management Plan for Design and Construction

1.C. Schedule delete "18 months from NTE" insert "540 calendar from NTP or sooner"
Delete the last sentence "The schedule should be comprehensive, practical, and achievable"

9. Section M.1.1 Evaluation procedures - Insert

30 points for Criteria 1
20 points for Criteria 2
20 points for Criteria 3
10 points for Criteria 4

9. The following documents are provided:

Attachment A - Standard Contract Provisions;
Attachment S - Evidence Control System June 2007 Report;
Attachment T - McClaren Wilson & Lawrie Report;
Attachment U - Proposed Site Map;
Attachment V - Community Outreach Program for filing Citizens Complaints January 16, 2004;
Attachment W - Design Deliverables