

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 08/21/2015	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVFAC WASHINGTON ATTN: TRANG TRAN WASHINGTON NAVY YARD BLDG 212, 3rd FLOOR WASHINGTON DC 20374-5014	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO. N40080-15-R-4990		
		9B. DATED (SEE ITEM 11) 06 Aug 2015		
		10A. MODIFICATION OF CONTRACT/ORDER NO.		
		10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, 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 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; of (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. 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 change may be made by telegram or letter, provided each telegram or letter 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)

NO CHANGE

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: SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. (Specify authority) THE CHANGES |
| 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 FAR 43.103(b) |
| C. | THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| D. | OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

N40080-15-R-4990, Energy Repairs, Bldgs. 11, 13 & 14 NSA, Bethesda, MD

The purpose of this modification is to:

1. Provide responses to Request for Information (RFIs).
2. Provide updated Price Schedule (See Attachment A-Price Schedule_R1)
3. Add additional clauses

CONTINUED ON PAGE 2

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type of print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

The purpose of this modification is to:

1. Provide responses to Request for Information (RFIs).
2. Provide updated Price Schedule.
3. Add additional clauses

Proposal due date remains unchanged.

Responses to Requests for Information (RFIs)

1. After reviewing the RFP I'm having trouble determining if this Solicitation is DBB or DB. It says "BVSS LPTA" but has no technical requirement and appears to be designed. Please clarify which this is?

Response: This is a Design Build project with the Design Build Budget amount of \$641,631.

Additional Clauses

5252.236-9312 Design-Build Contract – Order of Precedence. As prescribed in 36.5100(g), insert the following clause:

DESIGN-BUILD CONTRACT – ORDER OF PRECEDENCE (AUG 2006)

(A) In the event of conflict or inconsistency between any of the below described portions of the conformed contract, precedence shall be given in the following order:

- (1) Any portions of the proposal or final design that exceed the requirements of the solicitation.
 - (a) Any portion of the proposal that exceeds the final design.
 - (b) Any portion of the final design that exceeds the proposal.
 - (c) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.
- (2) The requirements of the solicitation, in descending order of precedence:
 - (a) Standard Form 1442, Price Schedule, and Davis-Bacon Wage Rates.
 - (b) Part 1 – Contract Clauses.
 - (c) Part 2 – General Requirements.
 - (d) Part 3 – Project program Requirements.
 - (e) Part 6 – Attachments (excluding Concept Drawings).
 - (f) Part 5 – Prescriptive Specifications exclusive of performance specifications.
 - (g) Part 4- Performance Specifications exclusive of prescriptive specifications.
 - (h) Part 6 – Attachments (Concept Drawings).

(B) Government review or approval of any portion of the proposal or final design shall not relieve the contractor from responsibility for errors or omissions with respect thereto.

(End of clause)

5252.236-9313 Design-Build Contract - Incorporation of Designer-of-Record Final Design (Jul 2008). As prescribed in 36.5100(i), insert the following clause:

Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification shall be issued to incorporate the final design into the contract.

If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification shall be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract.

(End of clause)

DFAR 252.227-7023, DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE GOVERNMENT (MAR 1979)

All designs, drawings, specifications and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C.201(b). With respect thereto, the contractor agrees not to assert to authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor, for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

END OF AMENDMENT