

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED BY	CODE	7. ADMINISTERED BY <i>(If other than Item 6)</i>	CODE	
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>			(✓)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED <i>(SEE ITEM 11)</i>
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED <i>(SEE ITEM 13)</i>
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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or 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)*

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: <i>(Specify authority)</i> 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 <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>

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.)*

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

PREVIOUS EDITION UNUSABLE

of as-built plans has been submitted to and accepted by the Project Engineer. The final completed as-built working drawings must be submitted to and accepted by the Contracting Officer before final acceptance will be granted on the project.

104.05 Load Restrictions. Add the following:

All roads into Yosemite Valley have hauling restrictions.

Highway 120 (Big Oak Flat Road) and Highway 41 (Wawona Road) have tight curves and tunnels. Highway 140 (El Portal Road) has tight curves and a tunnel (in-bound) and the highway between El Portal and Mariposa is restricted to one lane and includes two 1-lane bridge crossings due to a rock slide.

During the winter season there are numerous times when chain restrictions are in place, therefore it is a requirement that during the winter season all vehicles that enter the Park carry chains for use on their vehicle, including any and all trucks.

Restrictions include:

- (1) Highway 140 (El Portal Road, Inside the Park Boundary)** – Comply with all of the following size restrictions for all vehicles on Highway 140 between the Highway 120/140 intersection and the YNP boundary:

Width: not to exceed 8 feet

Height: not to exceed 13 feet 4 inches

Length: Single vehicle not to exceed 40 feet

Trailer length not to exceed 35 feet (measured from the kingpin to the rearmost part of the trailer). Combination vehicles not to exceed 60 feet in length.

- (2) Highway 140 (El Portal Road, Outside Park Boundary)** – Highway 140 between the YNP boundary and Mariposa has experienced a major hillside rockslide, resulting in a portion of Highway 140 being completely buried. CALTRANS has constructed a temporary detour around the slide site, with traffic restricted to one-way travel across two temporary bridges over the Merced River. With these temporary facilities in place, vehicle lengths are limited as follows:

No vehicles, single or in combination, can exceed ~~28~~ **45** feet in total length.

- (3) Highway 120 (Big Oak Flat Road) Tunnel Clearances.**

Long tunnel vertical clearance is 13 feet 8 inches at the curb, eastbound and 10 feet 3 inches at the curb westbound. Short tunnel vertical clearance is 10 feet 4 inches at the curb eastbound and 13 feet 10 inches at the curb westbound.

Add the following:

A Notice to Proceed must be issued before commencement of any work. All contract work must be completed by May 27, 2010.

Section 109. - MEASUREMENT AND PAYMENT

109.02 Measurement Terms and Definitions.

(m) Square yard. Delete the text and substitute the following:

9 square feet. Measure on a plane parallel to the surface being measured. No deductions from the area computation will be made for individual fixtures having an area of 9 square feet or less. Do not measure overlaps.

109.06 Pricing of Adjustments Add the following:

ASPHALT CEMENT PRICE ADJUSTMENT PROVISION

GENERAL The Asphalt Cement Price Adjustment Provision contained herein provides for a price adjustment in the form of payment to the Contractor or a rebate to the Government for fluctuations in the cost of asphalt cement consumed in the performance of applicable construction work for project CA PRA ~~SEKI 10(9), General Highway~~ **YOSE 15(1), Glacier Point Road**. The price adjustment provisions are applicable only to the asphalt cement, as defined in Section 702.01, and incorporated in the following eligible contract pay items:

- ~~● 40101 Superpave pavement~~
- ~~● 40102 Superpave pavement, wedge and leveling course~~
- 40201-**3800** Hot asphalt concrete pavement, Marshall or Hveem test, **Class B, Grading E**
- ~~● 40202 Hot asphalt concrete pavement, Marshall or Hveem test, wedge and leveling course~~
- ~~● 40301 Hot asphalt concrete pavement~~
- ~~● 40302 Hot asphalt concrete pavement, wedge and leveling course~~
- ~~● 40501 Open graded asphalt friction course~~

The price adjustment provisions are also applicable to these eligible pay items when the Government adds extra work to the Contract.

The provision will remain in effect throughout the duration of the contract. Enactment of the Asphalt Cement Price Adjustment Provision will only be considered when the **increase or decrease** in the price of asphalt cement as defined herein exceeds 10 percent.

- **Contractor Payment** - When the ratio MPPI/BPI is calculated to be greater than 1.10, the Contractor is due additional payment determined in accordance with the following formula:

$$\text{Contractor Payment} = [(\text{MPPI/BPI}) - 1.10] (\text{BPI}) (\text{Q})$$

The following definitions are applicable to both the Government Rebate and the Contractor Payment formulas:

MPPI = Monthly Performance Price Index for the month during which asphalt cement is used in the performance of applicable construction work.

BPI = Base Price Index that is established immediately preceding the bid opening.

Q = Quantity in tons of asphalt cement for eligible pay items that were used on the project during the progress payment period. The quantity will be calculated using the asphalt content of the approved mix design and the following formula:

$$Q = \text{Asphalt Concrete Pavement tons placed} \times (\% \text{ Asphalt}/100)$$

PRICE ADJUSTMENT COMPENSATION Monthly adjustments will be accrued. The final price adjustment will be paid, or rebated, after completion of all work for eligible pay items. The Contractor may request in writing a partial price adjustment payment once every 12 months, or when the unpaid accrued increase exceeds \$10,000. The Government will take a rebate when the deductive accrual exceeds \$10,000.

No price adjustments will be made for work performed beyond the Government-approved Contract completion date.

The maximum allowable monthly and final price adjustment to the Contractor or rebate to the Government is limited to a (MPPI/BPI) ratio of 1.6 and 0.4, respectively.

109.08 Progress Payments.

(b) Closing date and invoice submittal date. Delete the last sentence *text* and substitute the following:

The closing date for progress payments on contracts where funding is associated with ARRA will be the 8th day of each month. Include work performed after the closing date in the following month's invoice. Submit invoices to the designated billing office by the 7th day after the closing date. Invoices received by the designated billing office after the 16th day following the closing date will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following month's invoice.

(c) Invoice Requirements Add the following:

(9) As required by the ~~American Recovery and Reinvestment Act of 2009 (ARRA)~~, provide data and information related to labor utilization for the prime contractor as well as any and all lower tier subcontracts used in connection with the work. Use form ~~ARRA 109-1~~ [FHWA-1599 \(Rev. 3-25\)](#) to report this information. This form can be found ~~at~~ [on](#) our webpage at:

<http://www.cflhd.gov/procurement/construction/reference-links.cfm>

Initial information is to be provided within 15 days of contract award. Follow-up and recurring reports will be due with each monthly invoice. The monthly progress payment will not be made until the required ARRA information and data has been received and is current.

(e) Processing progress payment requests.

(1) Proper invoices. Delete the title and text and substitute the following:

(1) Invoices received by the 7th day following the closing date.

(a) Proper invoices. If the invoice meets the requirements of Subsection 109.08(c), and the quantities and unit prices shown on the Contractor's invoice agree with the corresponding quantities and unit prices shown on the Government's receiving report, the invoice will be paid.

(b) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(c), or if any of the quantities or unit prices shown on the Contractor's invoice exceed the corresponding quantities and unit prices shown on the Government's receiving report, the invoice will be deemed defective and the Contractor so notified according to FAR Clause 52.232-27(a)(2). Defective invoices will not be corrected by the Government and will be returned to the Contractor within 7 days after the Government's designated billing office receives the invoice.

Revise and resubmit returned invoices by the 18th day following the closing date. The CO will evaluate the revised invoice. If the invoice still does not meet the requirements of Subsection 109.08(c), the Contractor will be so notified according to FAR Clause 52.232-27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the revised invoice meets the requirements of Subsection 109.08(c), but still had quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Government's receiving report, the Government's data for that item or work will be used. The Contractor's invoice, as revised by the Government's receiving report, will be forwarded for processing by the 23rd day following the closing date. The Contractor will be notified by the 23rd day following the closing date of the reasons for any changes to the invoice.