

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			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>	

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***or repaired prior to a winter shutdown or by November 1 at no cost to the Government, if a winter shutdown is anticipated. Repair and patch all damaged pavement according to Section 417 to provide a maintainable temporary roadway surface during the winter shutdown.***

Alternate one-way traffic operations are required for the reconstruction locations at Sta. 79+00 to 94+00, Sta. 126+15 to 129+45, and Sta. 216+98 to 220+62. Temporary traffic signal systems (two each) are included in the contract to provide maintenance of traffic in these locations. The Contractor may elect to use one or two systems dependent upon their proposed construction sequencing. Two temporary traffic signal systems are included for the option to work on more than one location at a time.

All existing surfacing within the project limits damaged by construction activities must be patched or repaired at no cost to the Government. These activities include installing temporary and permanent erosion control devices. Repair and patch all damaged pavement according to Section 417 to provide a maintainable temporary roadway surface.

## **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.

### **109.08 Progress Payments.**

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

~~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.~~

Delete the text and substitute the following:

*The closing date for progress payments on contracts where funding is associated with the American Recovery and Reinvestment Act (ARRA) will be the 8<sup>th</sup> 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 7<sup>th</sup> day after the closing date. Invoices received by the designated billing office after the 16<sup>th</sup> day following the closing date will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following months invoice.*

**(c) Invoice Requirements** Add the following:

(9) As required by 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. ~~The description of required information and the related forms will be provided by the CO.~~ Use form ~~ARRA-109-1~~ **FHWA-1589 (Rev. 3-25)** to report this information. This form can be found at 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.

**(2) Defective invoices.** Delete the title and text and substitute the following:

**(2) Invoices received between the 8th and 16th day following the closing date.**

*(a) Proper invoices.* If the invoice meets the requirements of Subsection 109.08(d), and the quantities and unit prices shown on the Contractor's invoice agree with the corresponding quantities and unit prices shown on the CO's receiving report, the invoice will be deemed proper and forwarded for processing within 7 days of receipt.

*(b) Defective invoices.* If the invoice does not meet the requirements of Subsection 109.08(d), the invoice will be deemed defective, the Contractor 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 invoice meets the requirements of Subsection 109.08(d), but has 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 of work will be used. The Contractor's invoice, as revised by the Government's receiving report, will be forwarded for processing within 7 days of the Government's receipt of the invoice. The Contractor will be notified of the reasons for any changes to the invoice.

**(f) Partial payments.** Add the following after the first paragraph:

Partial payments for stockpiled manufactured material (aggregates) will be based on Contractor process control test results. If test results show the material to be out-of-specification, or in "reject" where statistical evaluation procedures are used, no payment for stockpiled materials will be made.

## Section 152 CONSTRUCTION SURVEY AND STAKING

### Construction Requirements

**152.02 General.** Delete the first paragraph and substitute the following:

The Government will furnish to the Contractor one copy of each of the following information:

- 3D coordinates and offset distance from centerline for subgrade and surface course finishing stakes at 50-foot intervals and miscellaneous intermediate stations for the following station ranges:
  - Sta. 13+25 to 19+00, Roadway widening section
  - Sta. 79+00 to 94+00, Reconstruction and realignment section
  - Sta. 125+00 to 130+00, Roadway reconstruction
  - Sta. 216+00 to 221+00, Washington Creek box culvert and roadway reconstruction
  - Sta. 247+50 to 255+00, Roadway realignment section

- Slope stake books containing centerline grade and slope staking information at 50-foot station intervals and miscellaneous intermediate stations for the following station ranges:
  - Sta. 13+25 to 19+00, Roadway widening section
  - Sta. 79+00 to 94+00, Reconstruction and realignment section
  - Sta. 125+00 to 130+00, Roadway reconstruction
  - Sta. 216+00 to 221+00, Washington Creek box culvert and roadway reconstruction
  - Sta. 247+50 to 255+00, Roadway realignment section
- Computer listings containing: horizontal alignment, vertical alignment, earthwork quantities, and staking details showing superelevation template data and slope information.

The Government will provide files for downloading 3D data. Following is the information that will be provided electronically:

- 3D coordinates of control points.
- 3D coordinates of grade finishing stakes for the following station ranges:
  - Sta. 13+25 to 19+00, Roadway widening section
  - Sta. 79+00 to 94+00, Reconstruction and realignment section
  - Sta. 125+00 to 130+00, Roadway reconstruction
  - Sta. 216+00 to 221+00, Washington Creek box culvert and roadway reconstruction
  - Sta. 247+50 to 255+00, Roadway realignment section
- 3D coordinates of slope stakes for the following station ranges:
  - Sta. 13+25 to 19+00, Roadway widening section
  - Sta. 79+00 to 94+00, Reconstruction and realignment section
  - Sta. 125+00 to 130+00, Roadway reconstruction
  - Sta. 216+00 to 221+00, Washington Creek box culvert and roadway reconstruction
  - Sta. 247+50 to 255+00, Roadway realignment section

The Government will perform the following:

- Establish basic survey control points for vertical and horizontal control of the project.

Delete the second sentence of the second paragraph and substitute the following:

Reestablish missing control points before slope staking begins.

Add the following:

Furnish a practicable schedule of staking activities with the construction schedule submitted according to Section 155. Include the dates and sequence of staking requirements.

**152.03 Survey and Staking Requirements.** Add the following after the first paragraph:

Set slope stakes according to Subsection 152.03(c) for all reconstruction realignment and widening stations identified in section 152.03 (f).

**(d) Clearing and grubbing limits.** Delete the text of this paragraph and substitute the following:

Set clearing and grubbing limits as shown in the plans. Clearing and grubbing limits include all areas within the construction limits, 10 feet clear zone width offset from the edge of travel lane, and other location (i.e. line of sight on inside of horizontal curves and roadway approaches, etc.) shown in the plans. The clearing and grubbing limits shall be staked and verified by the CO and USFS prior to completing the work. Adjustments to the original staked limits are included in the final staked limits.

**(e) Centerline reestablishment.** Delete the text and substitute the following:

Reestablish centerline from instrument control points. The maximum spacing between centerline points is 25 feet when centerline curve radius is less than or equal to 250 feet. When the centerline curve radius is greater than 250 feet, the maximum distance between centerline points is 50 feet. Reestablish centerline as many times as necessary to construct the work.

**(f) Grade finishing stakes.** Delete the first paragraph and substitute the following:

Set grade finishing stakes, for grade elevations and horizontal alignment, on centerline and on each shoulder within the following locations:

- Sta. 13+25 to 19+00, Roadway widening section
- Sta. 79+00 to 94+00, Reconstruction and realignment section
- Sta. 125+00 to 130+00, Roadway reconstruction
- Sta. 216+00 to 221+00, Washington Creek box culvert and roadway reconstruction
- Sta. 247+50 to 255+00, Roadway realignment section

Set stakes at the top of subgrade and the top of each aggregate course.

Delete the third paragraph and substitute the following:

The maximum longitudinal spacing between stakes is 25 feet when the centerline curve radius is less than or equal to 250 feet. When the centerline curve radius is greater than 250 feet, the maximum longitudinal spacing between stakes is 50 feet. The maximum transverse spacing between stakes is 25 feet. Reset grade finishing stakes as many times as necessary to construct the subgrade and each aggregate course. Use brushes or guard stakes at each stake.

**(g) Culverts.** Delete the first paragraph and substitute the following:

Stake culverts to fit field conditions. The location of culverts may differ from the plans. Perform the following for any culvert that does not match the plans within the following tolerances or those established in Table 152-1:

Description	Tolerance
Slope	within 2 percent of plan slope
Skew	within 10 degrees of plan skew
Length	within 10 percent of plan length

**(4) Add the following:**

(a) For single skewed culverts, also submit a plotted field design cross-section, normal to roadway centerline, at each end section. Plot the offset and elevation of natural ground at the end section and at all proposed template break points between centerline and the end section. Ensure the template design embankment slope is not exceeded.

(b) For multiple skewed culverts, also submit a plotted field design cross-section, normal to roadway centerline, at the end sections (left and right) nearest to the shoulder. Plot the offset and elevation of natural ground at the end section and at all proposed template break points between centerline and the end section. Ensure the template design embankment slope is not exceeded.

**(5) Add the following:**

Plot at a scale of 1:100.

Add the following:

**(8)** When the field design has been approved, set culvert survey stakes, reference stakes, and stake inlet and outlet ditches to make the culvert, including end treatments (e.g., drop inlets) functional.

**(9)** Adjust slope stakes to provide for catch basins (and transitions into and out of catch basins) which correspond to the final culvert location and design. If the culvert was moved from location shown in the plans, review the slope stakes in the vicinity of the plan location and adjust the slope stakes to remove the planned catch basin.

**(l) Miscellaneous survey and staking.** Delete the text and substitute the following:

Perform all surveying, staking, recording of data, and calculations necessary for establishing the layout, control, and measurement required to construct the project. Perform the work in such a manner as to ensure the contract work is constructed in the proper location and to the required tolerances. Where staking increments are not identified, propose appropriate staking increments to the CO for acceptance.