AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicble)
PS01	DEC 23, 2009	5PE-10-0050	

6. ISSUED BY CODE 5PE1

PROPERTY DEVELOPMENT DIVISION
PROJECT GROUP 1
230 S. DEARBORN ST. ROOM 3600
CHICAGO IL 60604
Helen DiMonte R5H 312-353-1189

7. ADMINISTERED BY (If other than Item 6) CODE

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

DCK NORTH AMERICA, LLC
P O BOX 18505
PITTSBURGH PA 152360505

DUNS: (b) (4) [redacted]
Cage Code: 52WV5

CODE 00026939 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICIATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. GS-05P-09-GB-C-0035

X

10B. DATED (SEE ITEM 13) DEC 03, 2009

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 your 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 APPROPIATION DATA (If required)

See Schedule

Modification Amount: $98,695,000.00
Modification Obligated Amount: $98,695,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	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 FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: BY MUTUAL AGREEMENT BY BOTH PARTIES
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

GS-05P-09-GBC-0035, Construction Manager as Constructor (CMc) Services as part of the American Recovery and Reinvestment Act (ARRA) Project for the Façade and Roof Replacement at the A.J. Celebrezze Federal Building, 1240 E. 9th Street, Cleveland, Ohio. Modification Number PS 01, Exercise Option 1 - CMc Construction Phase Services.

-- CONTINUED ON PAGE THREE

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 or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
John T. Sebastian Executive Vice President dck north america, LLC		Bobbie Tyler, Contracting Officer (312)886-7875	
15B. CONTRACTOR/OFFEROR (b) (6) [redacted] (Signature of person authorized to sign)	15C. DATE SIGNED 12/23/09	16B. UNITED STATES OF AMERICA (b) (6) [redacted] (Signature of Contracting Officer)	16C. DATE SIGNED DEC 23, 2009

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE $	AMOUNT $
0002	(New Line Item) Recovery, TAS::47 4543::TAS, GB000 Recovery PG03 - Construction Manager as constructor (CMc) - Award for construction services (Option 1)for the repair/replacement of the AJ Celebrezze Federal Building's curtainwall, in the amount of $96,195,000. Accounting and Appropriation Data: PN0E00409.2010.4420.05.PG03.P0540001.954.PGH81.VOH00013.OH0192ZZ.280. $96,195,000.00	1.00	LS	96,195,000.00	96,195,000.00
0003	(New Line Item) Recovery, TAS::47 4543::TAS, GB000 Recovery PG03 - Construction Manager as constructor (CMc) - Award for construction services (Option 1)for the replacement of the AJ Celebrezze Federal Building's roof, in the amount of $2,500,000. Accounting and Appropriation Data: PN0E00409.2010.4420.05.PG03.P0540001.954.PGH81.VOH00014.OH0192ZZ.281. $2,500,000.00	1.00	LS	2,500,000.00	2,500,000.00

CONTINUATION OF STANDARD FORM 30 – AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTINUED, BLOCK NO. 14

This modification, PS01, is being issued as a supplemental agreement between dck north america, LLC (dck) and the General Services Administration (GSA) to exercise Option 1 – CMc Construction Phase Services. This option is being exercised at a Guaranteed Maximum Price (GMP) of ninety eight million, six hundred ninety- five thousand dollars ($98,695,000.00), in accordance with the Request for Proposal dated September 9, 2009, dck final proposal dated November 19, 2009 and the subsequent award of Contract No. GS05P09GBC0035 (the "Contract Documents"). The GMP consists of the Construction Contingency ($3,720,000), the CMc fee ($1,975,000), and the Estimated Cost of Work (ECW) ($93,000,000). The ECW is for all of the following Option 1 work:

1. Perform complete repair, replacement or "over-clad" of façade with new, insulated curtain wall and a new façade system.
2. Replace roof giving consideration to 'green' roof technology.
3. Construct a new Mail Screening Room in the basement level.
4. Construct a new Mail Sorting Room in the basement level.
5. Renovate existing DFAS space in the basement level.
6. Utilize photovoltaic, wind energy and 'green' technologies, if and as feasible, to reduce the electric utility demand associated with AJC FB operations.
7. Improve the LEED-EB O&M rating to a minimum of one certification level above the building's established certification level.
8. Incorporate DoD security measures into all work as appropriate per the UFC 4-010-01, 4-010-02, 4-020-01 and other applicable standards.

The following are potential scope items that may be performed at a later date, by mutual agreement of both the GSA and dck, if funds from cost savings or additional funding becomes available:

- Renovation of Café and Conference Center in Basement
- Renovation of Public Corridor on floors 2 - 28
- Install new Lighting Controls
- Incorporate Photovoltaic Power Generation
- Incorporate Wind Turbine Power Generation
- Replace any remaining T12's with T8's
- Renovate any remaining restrooms which have not been previously modernized
- Incorporate any other scope items that may come from the High Performance Green Building initiative

This option includes the Contract Documents specified above as amended herein and incorporates the following terms applicable to this modification:

PROPOSED FEES

dck's fixed fee amount for the Option 1 Work of one million, nine hundred seventy five thousand dollars ($1,975,000.00) has been accepted in accordance with the CMc Clauses – Attachment A in the scope of work (see Attached). This fixed fee for the Option 1 Work is not at risk or subject to reduction. In accordance with CMc Clauses – Attachment A, the fixed fee may be increased. dck shall be entitled to an increase in fixed fee should the final GMP exceed $ $98,695,000.00 per the CMc Clause entitled Adjustment of ECW and GMP.

The proposed markup rates of (b)(4) profit, (b)(4) overhead and (b)(4) commission for additional CMc Services not included in the GMP identified above have also been accepted in relation to award or performance of approved work in excess of the Option 1 Work definitized.

PROJECT CONTINGENCY

Included in the GMP is a project contingency of $3,720,000.00 or 4% of the estimated cost of the Option 1 Work. The project contingency for the Option 1 Work will be managed in accordance with the following:

1. The CMc agrees to track and manage this contingency via a cost report to be submitted to the GSA with each payment request.
2. The CMc will obtain prior approval from the GSA Contracting Officer prior to the contingency being utilized. GSA will not unreasonably withhold approval for those circumstances covered by the terms of the CMc base contract.

3. The CMc shall document payment requests against the contingency with appropriate backup.

A portion of the project contingency may be returned to GSA at a point in the project when the risk is determined to be substantially reduced. This will be accomplished through mutual agreement between GSA and dck. Any cost savings realized will not be shared with dck and will be returned to GSA in accordance with contract.

PROJECT DURATION

dck shall be required to (a) commence work within ten (10) calendar days after the contractor receives notice to proceed, which shall not be issued until design is substantially complete, all Option 1 Work is authorized to proceed , all major work scopes to be subcontracted have been bid, dck can reasonably begin construction activities without being impacted by seasonal conditions, and dck has the necessary amount of workers with security clearances; (b) prosecute the work diligently; and (c) complete the entire work ready for use not later than eleven hundred (1100) calendar days after receipt of notice to proceed.

Authorization to proceed may be granted in part or for the entire construction phase services. Performance and Payment Bonds and Insurance Certificate must be provided to the Government covering the total Guaranteed Maximum Price (GMP) amount prior to issuance of the Notice to Proceed. The Notice to Proceed shall be provided based upon receipt of the documentation listed above.

Consistent with dck's proposal of November 19, 2009 and the CMc Clauses in Attachment A of the Scope of work, GSA and dck shall, prior to the notice to proceed, definitize the Option 1 work in an amount not to exceed $93,000,000. To definitize the work dck shall be required to provide notice to GSA that:

1. dck has satisfied itself that the Option 1 Work as described in the final specifications and construction drawings is constructable using commercially practicable means and methods; and,
2. dck has satisfied itself that the work has been sufficiently described to enable dck to estimate the Cost of the Option 1 Work with reasonable accuracy.

To the extent necessary, dck shall provide GSA with pricing information to include appropriate information on the prices at which the same item or similar items have previously been sold, adequate for GSA to determine the reasonableness of dck's prices. Additionally, where dck completes portions of the construction option work among trade subcontractors, dck and GSA will work collectively to determine what information is necessary to determine the reasonableness of the price for that work subject to dck's Subcontracting Plan and dck and GSA's approval of acceptable subcontractors. Further, where Construction Option work requires dck to provide a commercial item, GSA shall use price analysis to determine whether the price for the commercial item is fair and reasonable.

Cost savings/Additional Scope Suggestions

The CMc will provide continuous VE/cost savings/additional scope suggestions from the firm's experience and from input of potential subcontractors through all phases of the contract with the intent to take full advantage of the opportunities to thoroughly address project goals and objectives in accordance with the Pre-design and Design Stage Services Price.

dck shall comply with putting the Project Labor Agreement in place, pending final negotiations with subcontractors and the signatory unions. If dck fails to comply with PLA requirements set forth in the Contract Documents, and such failure is not excused, the Contracting Officer may terminate the contract per the conditions set forth in the RFP. So long as the contractor has bargained in good faith to enter into a PLA meeting the minimum requirements and containing the mandatory terms set forth in the requirements, failure by the contractor to submit a PLA within the time required shall be excused.

DAVIS BACON WAGE DETERMINATION

This supplemental agreement incorporates Davis Bacon Wage Determination OH20080032 dated December 4, 2009 (attached). This wage determination is applicable to all work associated with this supplemental agreement and all subsequent work unless specifically revised by future modification.

This modification, PS01, shall take precedence over any conflicting information in the Contract documents. All other terms and conditions of the contract remain unchanged.