

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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|---|--|------------------------------------|--|--|--|---------------------|--|--------------------------------|--|
| 2. AMENDMENT/MODIFICATION NO 04 | | 3. EFFECTIVE DATE See Block 16C | | 4. REQUISITION/PURCHASE REQ. NO. 4200315860 | | 1. CONTRACT ID CODE | | PAGE OF PAGES 1 5 | |
| 6. ISSUED BY NASA/Ames Research Center Acquisition Division M/S 241-1 Moffett Field CA 94035-1000 | | CODE ARC | | 7. ADMINISTERED BY (If other than Item 6) NASA/Ames Research Center Acquisition Division M/S 241-1 Moffett Field CA 94035-1000 | | CODE ARC | | 5. PROJECT NO. (If applicable) | |

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| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SWINERTON BUILDERS 1995 LAURELWOOD ROAD SANTA CLARA CA 95054-2740 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE 5BNAO FACILITY CODE | | 9B. DATED (SEE ITEM 11) | |
| | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNA09DC26C | |
| | | 10B. DATED (SEE ITEM 13) 07/30/2009 | |

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 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 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)
4200315860 \$17,811.00 Net Increase: \$17,811.00

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

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| 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: FAR 52.243.1, CHANGES (APR 1984) |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
COLLABORATIVE SUPPORT FACILITY, BUILDING N232 AT NASA AMES RESEARCH CENTER, MOFFETT FIELD, CALIFORNIA

The purpose of this modification is to change clauses and the statement of work of the contract. See Page 2 of 5 of this modification.

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.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) JOHN N. CHWOOD VP DIVISION MANAGER | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa A. Marshall | |
| 15B. CONTRACTOR/OFFEROR | | 16B. UNITED STATES OF AMERICA | |
| 15C. DATE SIGNED 11/11/10 | | 16C. DATE SIGNED 11/12/10 | |

BLOCK 14. DESCRIPTION OF MODIFICATION:

A. Replace Paragraph G.3, SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008) with the following:

“G.3 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008)

(a) Invoices shall be prepared in accordance with the Prompt Payment for Construction Contracts clause of this contract. Invoices shall be submitted to the following “Designated Billing Office:”

NASA Shared Services Center (NSSC)
Financial Management Division (FMD)—Accounts Payable
Building 1111, Road C
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov

(b) For purposes of the Prompt Payment Act for Construction Contracts clause, the “Designated Payment Office” is:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD)—Accounts Payable
Building 1111, Road C
Stennis Space Center, MS 39529

Invoices shall include the Contractor’s Taxpayer Identification Number (TIN).

(End of clause)

B. Delete FAR Clause 52.222-8, PAYROLLS AND BASIC RECORDS (FEB 1988) from Paragraph I.1.I. of the contract. Insert the following FAR Clause after Paragraph I.15 of the contract.

“I.16 PAYROLLS AND BASIC RECORDS (FAR 52.222-8 Deviation) (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled

Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)

(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify –

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no

deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)"

C. Delete the requirement for a cost loaded schedule as required by Section 013220 of the specification.

D. The parties agreed to the following changes in the work to be performed under the contract:

Provide all labor, material, and equipment to incorporate changes to 69 of the contract drawings (list attached), specification, Revision A dated July 23, 2009, and Specification Section 087100, Door Hardware (attached).

(PC 1)

\$15,164.00

Change the horizontal braced frame member at the roof level from a W14x22 to a W14x30 typical at all braced frame locations. This work is shown in Details 5/S501 and 10/S501. (RFI 036)

\$ 1,712.00

Add waterproofing admixture, xypex or approved equal, to the concrete for the elevator pit. Waterproof construction joints between the elevator pit slab and the elevator pit walls. \$ 935.00

Total \$17,811.00

B. As the result of this modification, the contract value is increased \$17,811.00 from \$20,285,654.00 to \$20,303,465.00. The contract completion date remains unchanged.

C. All other terms and conditions remain unchanged.

Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustments for the changed listed above, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposals for adjustment."

- End of Modification -