



GSA National Capital Region

SEP 16 2010

Whiting-Turner Walsh JV

300 East Joppa Road
Baltimore, MD 21286

Re: Contract No. GS11P10MKC0025, General Construction Services for the 1800 F Street Modernization, Washington, D.C.

Gentlemen:

Your Final Proposal Revision dated 6 August 2010 for providing General Construction Services for the 1800 F Street Modernization, Washington, DC is hereby accepted and incorporated into the contract. Award is made for Contract GS11P10MKC0025 Phase 1 Base Contract in the amount of \$ [redacted]. Additionally, the following alternates are herein accepted and awarded: Alternate 1 in the amount of \$ [redacted], Alternate 2 in the amount of \$ [redacted], Alternate 3 in the amount of \$ [redacted] and Alternate 4 in the amount of \$105,000. Option 6 in the amount of \$ [redacted] is herein accepted and awarded. Option 3 provided by GSA is awarded as an allowance in the amount of \$ [redacted]. Option 1 and Option 7 are not being awarded.

Allowances for A/V and IT, Security Installations, Revisions for Retail, Alternate Blast Mitigation for Windows, High Performance Green Building Technologies, and Internal Consolidation in the Not to Exceed (NTE) total amount of \$ [redacted] are also included in this award on a Price-to-be-Determined Later (PDL) basis. The provisions of FAR 16.603-2(C) (3) apply to these allowances. The total amount awarded is \$ [redacted].

Your Unit Prices offer has been analyzed and specific unit prices have been accepted per the attached unit price sheets for Phases 1 and 2, pages 14 through 23. Your Overhead Rate for Adjustments offer, your Profit Rate for Adjustments offer, and your Extended Overhead Prices offer as submitted in your Final Proposal Revision Price Proposal dated 6 August 2010 are hereby accepted as follows: 3.5% Overhead Rate for Adjustments, 3.5% Profit Rate for Adjustments, and \$0 per day for calendar days 1-20 of delay and \$ [redacted] per calendar day for each day beyond day 20, per phase. Your offer for Option A – Phase 2 in the total amount of \$ [redacted] is accepted and may be exercised in whole or in part at a future date at the discretion of the Government. The exercise of options is a Government prerogative, not a contractual right.

One copy of the contract, together with three copies each of the performance and payment bond forms (SF25 and SF25A), are enclosed. The enclosed signed contract is to be retained by you. The original and one copy of each of the performance and payment bond forms must be executed and returned to this office within (15) calendar days. Notice to Proceed will be issued after review and acceptance of the bonds.

Sincerely:

Vincent E. Matner, P.E., Contracting Officer
Chief, Contracts Branch

Enclosures

U.S. General Services Administration
301 7th Street, SW
Washington, DC 20407-0001
www.gsa.gov



GSA, National Capital Region

October 14, 2010

Whiting-Turner Walsh JV

300 East Joppa Road
Baltimore, MD 21286

Attn: John Keith

Ref: Contract Number GS-11P-10-MKC-0025, Modernization of 1800 F Street, GSA
Headquarters Building

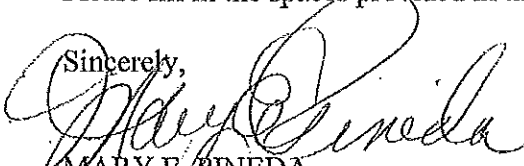
ADMINISTRATIVE - NOTICE TO PROCEED

Dear Mr. Keith:

Performance and payment bonds submitted by you in connection with the contract referenced above are accepted on behalf of the United States Government and notice is hereby given to proceed with the Administrative work phase, effective 1 calendar day after receipt of this letter. Administrative work includes but is not limited to Management Plan, Security Clearance and Submittals.

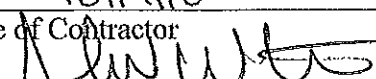
Please fill in the spaces provided in the two copies of this letter and return both to this office.

Sincerely,


MARY E. PINEDA
Contracting Officer

cc: WPC files

CONTRACTOR SHALL COMPLETE ALL ITEMS BELOW

Date this Notice was Received 10/14/10	Date Proposed for Starting Work 10/14/10
Signature of Contractor 	Title SE PROJECT MANAGER

Return Address
301 7th Street SW, Suite 2002
Washington, DC 20407



GSA National Capital Region
Reply To Attn of: WP12PCC

November 1, 2010

Whiting-Turner Walsh JV
300 East Joppa Road
Baltimore MD 21286-3020

SUBJECT: Contract No. GS-11P-10-MKC-0025
Internal Consolidation GSA Headquarters

LIMITED NOTICE TO PROCEED (LNTP) – INTERNAL CONSOLIDATION, PHASE I

Effective 1 November 2010, GSA hereby issues a Limited Notice to Proceed to Whiting-Turner Walsh JV, the General Contractor (GC) on the above stated contract, for the sole purpose of performing all contract requirements under CLIN 0026.

Until such time as the Government accepts a Project Labor Agreement in accordance with the contract requirements, the work subject to CLIN 0026 under this LNTP shall only be performed by subcontractors that qualify as minority business enterprises, women business enterprises or disadvantaged business enterprises.

This is a Limited Notice to Proceed for Internal Consolidation work only and does not constitute a full Notice to Proceed of Construction Services required under Phase I of the above mention project.

Please fill in the spaces provided in the two copies of this letter and return both to office.

Sincerely,

MARY E. PINEDA
Contracting Officer

CONTRACTOR SHALL COMPLETE ALL ITEMS BELOW

Date this Notice was Received	11/1/10	Date Proposed for Starting Work	11/2/10
Signature of Contractor		Title	Project Executive

Return Address

CO

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. PA03	3. EFFECTIVE DATE 11/1/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Design & Construction Division (Old WPC) 301 7th Street, SW Washington DC 20407	CODE WP12PC	7. ADMINISTERED BY (If other than Item 6) See Block 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WHITING-TURNER WALSH JV 300 EAST JOPPA ROAD BALTIMORE MD 212863020		DUNS: I	(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			K	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-11P-10-MKC-0025
				10B. DATED (SEE ITEM 13) SEP 14, 2010
CODE 00029104	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 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 APPROPRIATION DATA (if required)
See Schedule
Modification Amount: \$0.00
Modification Obligated Amount: \$0.00

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.
X	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.)
-RECOVERY ACT MODIFICATION TO AN EXISTING CONTRACT-

The purpose of this administrative modification is to EXTEND the number of calendar days as stated under Section III.A.16(d) of the Contract Agreement FROM: 45 calendar days TO: 55 calendar days.

Under this modification therefore, the contractor shall furnish the Contracting Officer with an executed PLA meeting the minimum requirements, and containing the mandatory terms, of this contract by no later than 10 November 2010.

All other terms and conditions of this contract shall remain unchanged as a result 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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Pineda, Contracting Officer 202-205-8468
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	16C. DATE SIGNED <i>Mary Pineda</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 11/1/2010

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GSA National Capital Region
Reply To Attn of: WPCC

November 30, 2010

Whiting-Turner Walsh JV
300 East Joppa Road
Baltimore MD 21286-3020

SUBJECT: PLA - 1800 F Street Modernization Project
Contract No. GS-11P-10-MKC-0025

Mr. Eisenberg:

Per our telephone conversation today, this letter serves as notification to WT-W JV that although GSA received an executed PLA that contained the one union signature from the Carpenter Union, the contract requires you to bargain in good faith with all Labor Organizations having jurisdiction over work included in the Contract. The fact that you have entered into an agreement with one union does not, in and of itself, demonstrate good faith bargaining on your part. To that end, the government expects that you will continue to negotiate in good faith with all Labor Organizations having jurisdiction over the work.

It should also be reiterated that GSA is not a party to any PLA negotiations and has no preference for the terms and conditions of the PLA so long as that document complies with the terms and conditions of the Contract. That being stated, GSA does not prefer or endorse the currently executed PLA with the Carpenters Union over other PLAs that are being or may be negotiated with other unions. The only requirement is that the PLA contain the terms and conditions as set forth in the Contract. Thus, the current PLA with Carpenters is not a carbon copy that all of the other unions must sign. To the contrary, you are free to negotiate as you deem fit within the confines of the Contract requirements.

Finally, GSA is not prepared to offer any additional funds for a PLA because the Contract price, as submitted and accepted, constituted a firm-fixed price.

Sincerely,

A handwritten signature in cursive script that reads "Mary E. Pineda".

MARY E. PINEDA
Contracting Officer



GSA National Capital Region
Reply To Attn of: WPC

December 15, 2010

Whiting-Turner Walsh JV
300 East Joppa Road
Baltimore MD 21286-3020

SUBJECT: Contract No. GS-11P-10-MKC-0025
Internal Swing, GSA Headquarters

LIMITED NOTICE TO PROCEED (LNTP) - ALLOWANCE 5 - INTERNAL SWING - TASK 001

Effective 15 December 2010, GSA hereby issues a Limited Notice to Proceed to Whiting-Turner / Walsh JV, the General Contractor (GC) on the above stated contract, for the purpose of performing all requirements detailed in CE#3 Scope of Work and subsequent related changes.


Therefore, with the issuance of this Price to be Determined(PDL), LNTP – Task 001, Whiting-Turner Walsh JV shall perform all requirements for CE#3 at an amount that shall not exceed as reflected in Whiting-Turner / Walsh JV proposal dated 11/30/2010. The final price of CE#3 shall be settled at a later date.

All invoices shall be issued against the respective LNTP Task 001 and shall state all work performed along with the accounting information of Line Item 0026. Such billing shall then reduce the total amount of Line Item 0026 and reflect a current availability of funds for Allowance 5, Internal Swing. (LNTP-Task 0001 shall decrease the Total of Line Item 0026 from \$ by \$ to \$

This is a Limited Notice to Proceed for CE#3, Internal Swing work only and does not constitute a full Notice to Proceed of Construction Services required under Phase I of the above mentioned project.

Please fill in the spaces provided in the two copies of this letter and return both to office.

Sincerely,


MARY E. PINEDA
Contracting Officer

CONTRACTOR SHALL COMPLETE ALL ITEMS BELOW

Date this Notice was Received	Date Proposed for Starting Work
Signature of Contractor	Title

Return Address

U.S. General Services Administration
301 7th Street SW
Washington, DC 20407-0001
www.gsa.gov



General Services Administration
National Capital Region

Reply To Attn of: WP12PCC

February 10, 2011

Whiting-Turner Walsh JV
300 East Joppa Road
Baltimore MD 21286-3020

SUBJECT: Request for Non-PLA Pricing
Contract Number GS-11P-10-MKC-0025
Modernization of 1800 F Street, GSA Headquarters Building

Dear Mr. Eisenberg:

With the issuance of the Full Notice to Proceed to WT-W JV for the Phase I Construction of the 1800 F Street Building Modernization, it was also stated that GSA would be issuing a modification to your contract that would not only remove the PLA requirement but also establish a credit value for the removal of that requirement

Therefore, given that your initial bid proposal did not include Non-PLA pricing, I request that you provide Non-PLA pricing to the attached list of line items (Attachment #1) that were awarded on 16 September 2011 under your PLA cost proposed.

Please submit this pricing via email to my attention, mary.pineda@gsa.gov by no later than **2:00 PM on 11 February 2011**.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E. Pineda", written in a cursive style.

MARY E. PINEDA
Contracting Officer

Attachment: as

Contractor

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code	Page of Pages 1 2	
2. AMENDMENT MODIFICATION NO. PS05	3. EFFECTIVE DATE 7/26/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA, OFFICE OF PROJECT DELIVERY (WPC) 301 7th STREET, SW, Room 2002 WASHINGTON DC 20407		7. ADMINISTERED BY (if other than item 6) CODE See Block 6		
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) WHITING-TURNER WALSH JV 300 EAST JOPPA ROAD BALTIMORE MD 212863020		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-11P-10-MKC-0025	
			10B. DATED (SEE ITEM 13) SEP 16, 2010	
CODE 00029104	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 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 OR 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 APPROPRIATION DATA (If required)
See Schedule
Modification Amount: \$0.00
Modification Obligated Amount: \$0.00

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

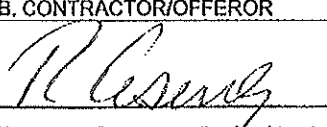
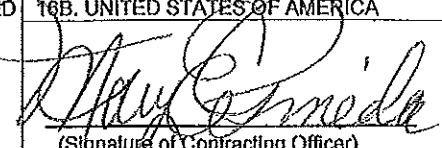
Check One	A. THIS ORDER ID ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH 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 52.243-4 and GSAM 552.243-71
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 5 copies to the issuing office.

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

See Supplementary Page.

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) RONALD M. EISENBERG DIVISION VICE PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Pineda, Contracting Officer 202-205-8468 mary.pineda@gsa.gov	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7-25-11	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/26/2011

Supplementary Page

Description of Modification/Amendment:

The purpose of this modification is to: 1. DELETE in its entirety the Project Labor Agreement(PLA) requirement and any contract language thereto(Section III.A.16). 2. INCORPORATE the following Terms and Conditions of the Cost Saving Credits that the Government shall receive from Whiting Turner-Walsh JV(WT-W) for the removal of the PLA. TERMS AND CONDITIONS are:

- a. WT-W shall reduce their markup from 7% to 6% on additional future allowances until a credit of(\$175,000)is realized. Thereafter markup reverts back to 7%.
- b. WT-W shall include 40 additional-no cost-calendar days for a credit value of(\$280,000)
- c. Preconstruction Services-Phase 1(staff payroll only)shall be performed on all additional change order work at-no cost-for a credit value of(\$575,000).
- d. Preconstruction Services-Phase 2(staff payroll only)shall be performed at-no cost-for a credit value of (\$575,000).
- e. Tracing Telecommunication lines(additional scope)shall be performed at-no cost-for a credit value of(\$25,000).

TOTAL CREDIT VALUE is (\$1,631,600)

Mutual Waiver of Claims: The Parties agree that: a) all outstanding claims related to any delays to the project to the extent arising from the PLA requirement that either party may have otherwise had, as of the date hereof, whether for additional time, money or liquidated damages or any other remedy that may have been available under the contract, in law or in equity, are hereby waived and are hereby resolved; and (b)that all disputed costs related to the PLA and any other claim for money damages that either party may have otherwise had as of the date hereof to the extent arising from the PLA requirement are hereby resolved and waived. The parties hereby waive and release any and all causes of action, claims, including, but not limited to, claims that the contract has been breached, or remedies that either party has or may have under the contract documents, in equity or at law, to the extent relating to or arising from the PLA requirement.

