

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		CODE WPC	7. ADMINISTERED BY (if other than item 6) See Block 6		CODE
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	15C. DATE SIGNED 7-25-11	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 7/26/2011
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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.

