Table of Contents

Section **Page**

4.1 OVERVIEW 4-1

4.2 PROGRESS REPORTS 4-2

4.3 SUBMITTALS AND DELIVERABLES 4-6

4.3.1 Forms and Templates 4-6

4.4 INVOICES 4-11

4.4.1 Review 4-11
4.4.2 Invoice Stamping 4-11
4.4.3 Approval Actions 4-11

4.5 TASK ORDER MODIFICATIONS 4-13

4.6 TERMINATIONS 4-17

4.6.1 Forms and Templates 4-17

List of Exhibits

Exhibit		Page
Exhibit 4.2-A	PROGRESS REPORT	4-3
Exhibit 4.3-A	CORRECTIVE ACTION REPORT	4-7
Exhibit 4.3-B	CORRECTIVE ACTION REPORT QA PLAN	4-10
Exhibit 4.4-A	INVOICE	4-12
Exhibit 4.5-A	PRICE MODIFICATION	4-14
Exhibit 4.5-B	ADMINISTRATIVE MODIFICATION	4-15
Exhibit 4.5-C	PERFORMANCE PERIOD MODIFICATION	4-16

Forms and Templates

Exhibit		Page
4.3.1	SUBMITTAL CHECKLIST–15% DEVELOPMENT	4-6
4.3.1	SUBMITTAL CHECKLIST–30% DEVELOPMENT	4-6
4.3.1	SUBMITTAL CHECKLIST–50% DEVELOPMENT	4-6
4.3.1	SUBMITTAL CHECKLIST–70% DEVELOPMENT	4-6
4.3.1	SUBMITTAL CHECKLIST–95% DEVELOPMENT	4-6
4.3.1	SUBMITTAL CHECKLIST–100% DEVELOPMENT	4-6
4.3.1	A/E OVERSIGHT FINAL REPORT	4-6
4.3.1	DOCUMENT REVIEW COMMENT AND RESPONSE FORM	4-6
4.3.1	HIGHWAY DESIGN STANDDARDS FORM (A/E PROJECTS)	4-6
4.3.1	HIGHWAY DESIGN STANDARDS FORM (IN-HOUSE PROJECTS)	4-6
4.3.1	POST-CONSTRUCTION FEEDBACK FORM	4-6
4.3.1	POST-CONSTRUCTION FEEDBACK DISTRIBUTION INSTRUCTIONS	4-6
4.6.1	TERMINATION FOR CONVENIENCE LETTER	4-17

CHAPTER 4

TASK ORDER ADMINISTRATION

4.1 OVERVIEW

After the task order award, the COTR is the key Government official responsible for ensuring successful contract performance. The COTR and the CO work as a team to ensure that contract administration actions protect the Government's interest.

The COTR becomes knowledgeable about the contract, stays informed about contractor progress, takes appropriate and timely action in dealing with performance deficiencies, keeps the CO informed, and maintains adequate documentation. During administration of the task order, the COTR keeps a contract file available for inspection by authorized representatives of the Government and the consultant for making audits, excerpts, transcriptions or examinations.

The SOW for each task order may require a post-award orientation meeting or kickoff meeting. This meeting can be a conference call or a formal meeting, depending on prior experience with the contractor and the complexity and importance of the project. The meeting may include discussion of particular contract clauses, critical milestones, reporting and quality control requirements, and billing and payment procedures. The COTR ensures that the Government and the contractor review the processes to monitor and evaluate technical performance, quality and cost performance agreed to during negotiations. In addition, the COTR should conduct scheduled review meetings to ensure milestones established in the SOW remain on schedule.

The COTR monitors performance through progress reports from the contractor, periodic meetings with the contractor, timely review of deliverables and assessment of compliance with stated requirements. The COTR may hold performance evaluation meetings to provide constructive feedback, encourage communication and bring continuous improvement.

Technical monitoring of the project includes progress review, identification of problems or issues not addressed in the contract, requests for needed assistance, technical review by functional areas of expertise and instructions for corrective action (see A/E Oversite Guidelines). The COTR provides quality assurance as an ongoing activity to determine whether deliverables conform to contract requirements.

The COTR also reviews invoices and recommends approval or disapproval, and plays an important role in cost monitoring. The COTR reviews payment requests based on satisfactory project progress and in accordance with contract payment criteria.

When conditions require a change or extra work is needed on a project, the COTR coordinates with the CO who executes a task order modification to address these changes.

In some cases, the CO may terminate a task order for poor performance by the A/E or for other reasons.

4.2 PROGRESS REPORTS

The COTR receives progress reports from the A/E consultant, who presents these reports with their invoice on a monthly basis. (See Exhibit 4.2-A.)

The A/E consultant should provide enough detail on a progress report to inform the COTR of progress made in completing the task order, of anticipated barriers and of potential solutions to barriers and problems. The A/E consultant's progress report should also describe the specific items of completed work for which an invoice for payment is being submitted. While the completed work may exceed the amount invoiced, the consultant should never invoice for more work than was completed.

The COTR communicates to the A/E consultant the sufficiency of progress reports submitted. If the COTR and A/E consultant cannot reach an agreement on content, or if they have any disputes on this or other issues, then the COTR immediately informs the CO.

If the COTR finds the progress report satisfactory, the COTR endorses it and places a copy in the design file.

Exhibit 4.2-A PROGRESS REPORT

[redacted]

[redacted]
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2452
www.c-b.com

June 6, 2005

[redacted] - COTR
FHWA-CFLHD, HFPM-16
12300 West Dakota Avenue
Lakewood, Colorado 80228

Re: Guanella Pass Road – Phase 2 - 70% Design
Project No. CO PFH 80-1(2) & 2(3)
Contract No. DTFH68-02-D-00003
Task Order No. DTFH68-04-T-00065
Progress Report and Invoice
[redacted] Job#: 070589.165

Dear Mr. [redacted]

Included with this progress report is an invoice for activities completed by [redacted] on this Task Order during the period from April 30, 2005 to May 27, 2005. Work performed during this period is itemized as follows:

I. MEETINGS ATTENDED

A. May 11, 2005 – Geotechnical issues review at project site with CFL and [redacted]

B. May 23-25, 2005 – 70% Line and grade review, Segment 1

C. May 26, 2005 – 70% Line and grade review, Segment 2

II. ACTIVITIES PERFORMED THIS PERIOD

A. General/Management/Meetings/QC

- General administration, document control, and internal coordination meetings
- Updated and maintained overall project schedule and action list
- Coordinated geotechnical and Survey/ROW efforts
- Miscellaneous contacts with COTR
- Attended Design/ROW coordination meetings

B. 70% Design and Plan Packages

- Finalized assembling, updating, and preparing plans and details for review package.
- Finalized layouts and designs of major crossings.
- Finalized draft hydraulic reports for north and south segments.
- Parking areas – Finalized refinement of layouts and plans for parking areas.
- Finalized and submitted 70% line and grade review package.

[redacted]

Exhibit 4.2-A PROGRESS REPORT
(Continued)

[redacted]
June 6, 2005
Page 2 of 3

C. Georgetown Improvements

- Continued miscellaneous updates to lower switchback and Rose Street design.
- Coordinated with Town's consultants and reviewed designs of Argentine Street improvements.

D. Survey/Staking/R.O.W.

- Staked centerline, parking areas, and culvert headwalls in field review areas.
- Continued preparation of ROW Plans.
- Prepared exhibits as needed for ROW.

E. Geotechnical

- Attended and documented site review meeting.
- Attended review meeting with CFL to review comments on reports.

F. Miscellaneous Additional Design

- Coordinated review meeting with Xcel.
- Developed alternative fence layouts for discussion with Xcel.

G. Quantities/Estimate

- Finalized quantity and tabulation preparation for project quantities.
- Prepared updated engineer's estimate with breakout by segments.

H. VE Study

- Prepared and distributed background information package.
- Coordinated setup of VE Study meeting dates and scheduling of personnel.

III. ACTIVITIES ANTICIPATED NEXT PERIOD

A. Prepare trip reports for 70% line and grade reviews

B. Attend meeting with Xcel Energy and provide support as required.

C. Provide design, review, and support for Georgetown improvements as needed.

D. R.O.W.: Finalize ROW plan preparation for north area.

E. Geotechnical: Address CFL comments on draft report and submit final reports.

F. Begin addressing comments from reviews

G. Conduct VE Study and prepare report.

IV. PROBLEMS / DELAYS

A. None

V. COMPLETION STATUS

Progress by major task through this period is as follows (note additional tasks based on Modification #1):

[redacted]

Exhibit 4.2-A PROGRESS REPORT
(Continued)

[redacted]
June 6, 2005
Page 3 of 3

Task Description	Task No.	Task Budget	Previous Task % Complete	Task % Complete this Period	Task Billed This Period	Total Task % Complete
Project Management & Meetings	1000	$ 32,156.84	92.0%	3.0%	$ 964.71	95.0%
QC/QA	2000	$ 23,841.24	50.0%	15.0%	$ 3,576.19	65.0%
Environmental/Misc Addl. Design	3000	$ 5,487.61	100.0%	0.0%	$ -	100.0%
Hydraulics	4000	$ 58,163.89	100.0%	0.0%	$ -	100.0%
Roadway Design	5100	$ 56,966.68	100.0%	0.0%	$ -	100.0%
Structures/Walls	5200	$ 18,725.18	80.0%	0.0%	$ -	80.0%
Parking Areas	5300	$ 16,378.18	95.0%	0.0%	$ -	95.0%
Erosion Control/Utilities	5400	$ 4,327.98	80.0%	0.0%	$ -	80.0%
Revegetation	5600	$ 4,776.34	40.0%	0.0%	$ -	40.0%
Georgetown Design	5700	$ 29,088.93	55.0%	5.0%	$ 1,454.45	60.0%
70% Plan Production	5800	$ 48,289.83	86.0%	14.0%	$ 6,760.58	100.0%
Estimate/SCRs	6000	$ 16,497.91	60.0%	10.0%	$ 1,649.79	70.0%
70% Reviews	7000	$ 54,183.84	54.0%	26.0%	$ 14,087.80	80.0%
Design Subtotal		**$ 368,884.44**	**79.9%**	**7.7%**	**$ 28,493.50**	**87.62%**
Survey and Staking	8000	$ 97,581.26	100.0%	0.0%	$ -	100.0%
Right-of-Way Plans	9000	$ 82,681.08	77.0%	13.0%	$ 10,748.54	90.0%
Survey/ROW Subtotal		**$ 180,262.34**	**89.5%**	**6.0%**	**$ 10,748.54**	**95.41%**
Geotechnical - Yeh & Associates	380	$ 393,925.61	95.0%	0.0%	$ -	95.0%
Directs - Design	390	$ 3,748.51	40.0%	10.0%	$ 374.85	50.0%
Directs - Survey	391	$ 21,780.63	94.9%	5.1%	$ 1,107.31	100.0%
Original Project Totals		**$ 968,601.53**	**88.00%**	**4.20%**	**$ 40,724.21**	**92.20%**
Modification #1 Tasks						
Management & Meetings - Mod 1	1010	$ 15,702.07	0.0%	5.0%	$ 785.10	5.0%
VE Study - Mod 1	1020	$ 46,744.43	0.0%	6.0%	$ 2,804.67	6.0%
Hydraulics - Mod 1	4010	$ 12,961.44	0.0%	75.0%	$ 9,721.08	75.0%
Design - Mod 1	5110	$ 23,614.85	0.0%	10.0%	$ 2,361.49	10.0%
Survey/Staking - Mod 1	8610	$ 51,292.36	0.0%	60.0%	$ 30,775.42	60.0%
ROW - Mod 1	9110	$ 5,638.97	0.0%	10.0%	$ 563.90	10.0%
Additional Directs - Mod 1	392	$ 10,796.00	0.0%	20.2%	$ 2,183.99	20.2%
Revised Project Totals		**$ 1,135,351.66**	**75.08%**	**7.92%**	**$ 89,919.85**	**83.00%**

If you have any questions regarding this information, please contact me at [redacted]

Sincerely,

[redacted]

[redacted], P.E.
Project Manager
Copies: File 070589.151/6.01
[redacted]

4.3 SUBMITTALS AND DELIVERABLES

Each Division has processes and procedures for providing oversight and quality assurance/quality control of the submittals and deliverables developed under the contract task order. The COTR follows these processes to ensure that all parties meet the contract terms and fulfill the quality-level expectation. As required by the task order contract, the A/E contractor also submits documentation about its quality control program.

4.3.1 Forms and Templates

To view or download submittal checklists, use the links below (or access the files from the CFLHD website at http://www.cflhd.gov/design/index.cfm):

- 15% Development Checklist.
- 30% Development Checklist.
- 50% Development Checklist.
- 70% Development Checklist.
- 95% Development Checklist.
- 100% Development Checklist.

To view or download the A/E oversight guidelines, use the link below (or access the file from the CFLHD website at http://www.cflhd.gov/Project_Management/index.cfm):

- A/E Oversight Final Report.

To view or download additional forms and instructions, use the links below (or access the files from the CFLHD website at http://www.cflhd.gov/design/index.cfm):

- Document Review Comment and Response Form.
- Highway Design Standards Form (A/E Projects).
- Highway Design Standards Form (In-house Projects).
- Post-construction Feedback Form.
- Post-construction Feedback Distribution Instructions.

For a corrective action report and instructions see Exhibit 4.3-A.

Exhibit 4.3-A CORRECTIVE ACTION REPORT

Federal Highway Administration
Central Federal Lands Highway Division

CORRECTIVE ACTION REPORT				
1. Contract No.		**2. Task Order No.**		
3. Organization		**4. Corrective Action No.**		
5. Description Of Deficiencies				
6. Applicable Requirements				
7. Prepared By/Date		**8. Response Due Date**		
9. Disposition of Deliverable (Check One)	□ Reject	□ Rework	□ Provide Comments	□ Accept-as-is

Page 1 of 3

Exhibit 4.3-A CORRECTIVE ACTION REPORT
(Continued)

Federal Highway Administration
Central Federal Lands Highway Division

CORRECTIVE ACTION REPORT		
1. Contract No.	**2. Task Order No.**	
3. Organization	**4. Corrective Action No.**	
DISPOSITION		
10. Cause(s) Of Deficiencies		
11. Corrective Action(s)		
12. Action(s) To Prevent Recurrence		
13. Disposition Response Prepared By/Date	**14. Scheduled Completion Date**	**15. Concurrence By/Date**
CLOSURE		
16. Nonconforming Condition Corrected (Acceptance Date)		
17. Distribution CFLHD Project Management Branch Chief Contracting Officer (external projects only) Project Manager Contracting Officer's Technical Representative (if different than the Project Manager) Project Quality Assurance Specialist Highway Design Manager (internal projects only) CONSULTANT Task Order Project Manager Quality Assurance Manager		

Page 2 of 3

Exhibit 4.3-A CORRECTIVE ACTION REPORT
(Continued)

Federal Highway Administration
Central Federal Lands Highway Division

CORRECTIVE ACTION REPORT INSTRUCTIONS

The CFLHD Project Manager Completes Items 1 – 9:

1. Enter the contract number.
2. Enter Task Order number.
3. Enter the complete name of the organization responsible for the nonconformance.
4. Enter the CAR number.
5. Describe the nonconformance.
6. Enter the requirement(s) violated with reference to the applicable procedure, section, paragraph, or other identifying information.
7. Signature of the person preparing the CAR, and date.
8. Enter the date by which the responsible organization must respond to the CAR by completing the "Disposition" section of the form. This date should be 5 working days after the issue date. Transmit the CAR to the responsible organization.
9. Indicate the proposed disposition.

The Responsible Organization Completes Items 10 – 14:

10. Explain why the requirement was violated.
11. Describe the action taken or planned to be taken to correct the specific nonconforming item or condition.
12. Describe what action is planned to prevent recurrence of the same or similar nonconformances, with the focus on prevention, not correction. Include any required changes to procedures.
13. Signature of person preparing the response, and date.
14. Enter date when corrective action is expected to be complete. Return the CAR to the Project Manager.

The CFLHD Project Manager Completes Items 15 - 17:

15. Signature of Project Manager indicating review of the process and concurrence with corrective actions and completion date, and date of signature. NOTE: If the proposed disposition, corrective action, and/or completion date are not acceptable, the CFLHD Project Manager, shall return the unsigned CAR to the responsible individual with a separate written explanation.
16. Signature accepting work, and date.
17. Indicate distribution of the closed NCR as required, and distribute. As a minimum, the following distribution shall be made:

CFLHD
Project Quality Assurance Specialist
Project Management Branch Chief
Project Manager (original)
Highway Design Manager
Contracting Officer
Contracting Officer's Technical Representative (if different than the Project Manager)

CONSULTANT
Task Order Project Manager
Quality Assurance Manager

Page 3 of 3

Exhibit 4.3-B CORRECTIVE ACTION REPORT QA PLAN

5.0 QA/QC Problem Reporting Procedures

Documentation of errors, defects, issues, deviations and noncompliance items determined to be caused by, not following established QA/QC procedures or ineffective QA/QC procedures will be documented on a Corrective Action Report (CAR) and reported to the appropriate PM and/or Branch Chief. The QA function will track to closure all QA/QC problems.

The objective for documenting nonconformances is to improve in-house and A/E performance of Quality Control (QC) as it relates to conformance with established standards. Corrective action procedures investigate the cause of nonconforming work and establish the corrective actions needed to prevent recurrence. The benefit is that deliverables that are not in conformance with applicable quality control provisions will be brought into compliance and the QC process revised to prevent recurrence of the same or similar nonconformance. Actions for managing nonconforming work can include reworking it to meet requirements, accepting it with or without rework, or rejecting it.

5.1 Noncompliance Reporting and Closeout Procedures

1. Nonconformances will be documented on a CAR. All staff have an obligation to relay nonconformance issues to the Project Manager (PM). See the Appendix for a sample CAR form.

2. The PM will initiate the process by describing the nonconformance and applicable requirements that were violated and transmit the report to the A/E or CFLHD functional discipline Branch Chief for completion.

3. The accountable party will be responsible for explaining the cause(s) of the nonconformance, taking action to correct the specific nonconforming item or condition, and taking action to prevent recurrence of the nonconformance, with the focus on prevention, not correction.

4. For A/E projects, the Project Manager will file the completed report(s) and refer to it when completing the Consultant's final performance evaluation. The PM will also forward a copy to the Contracting Officer for retention in the A/E's permanent file and a courtesy copy to the CFLHD QA function. For in-house projects, the PM will forward completed copies to the CFLHD functional discipline Branch Chief and QA function.

5. The QA function will follow-up to ensure that corrective actions, including procedural changes, are taken and that they are effective.

6. A file will be maintained by the CFLHD QA function of all corrective action reports. At the end of the fiscal year the QA function will summarize the nonconformance reports and distribute the findings to management.

4.4 INVOICES

Acquisitions receives and reviews invoices from the A/E consultant. The invoice is then forwarded to the COTR who compares each invoice with the amount of work completed as indicated on the progress reports. The COTR completes actions on invoices in accordance with the steps outlined below.

4.4.1 Review

The COTR reviews invoices both for accuracy concerning acceptable progress on the project and for allowable charges. The Government cannot pay for services considered incomplete or not acceptable. Likewise, the Government can only pay for allowable charges. If the COTR determines that adjustments to the invoice are needed, the COTR will request a revised invoice from the A/E.

4.4.2 Invoice Stamping

A certification stamp will be affixed to the invoice by Acquisitions prior to submission to the COTR.

4.4.3 Approval Actions

On FFP task orders, the COTR holds approval authority for all invoices *except for the final invoice*. Only the CO can approve the final invoice. Once the certified invoice is returned to Acquisitions for processing, a payment approval memorandum is prepared by Acquisition and is forwarded to Finance with a copy to the COTR. (See Exhibit 4.4-A.)

After completion of the Task Order, the COTR reviews the final invoice received from Acquisitions and recommends it for approval and submits the final invoice to the CO as part of the overall closeout package. On CPFF task orders, only the CO holds approval authority for payment. The COTR reviews the invoice, indicates “Recommend Payment” on the invoice and forwards it to the CO for approval action.

Exhibit 4.4-A INVOICE

Contract No. DTFH68-02-D-0000X June 10, 2005
Task Order No. DTFH68-04-T-000XX
Project: Guanella Pass Road, CO PFH 800-1(2) & 2(3), Design
Payment No. Nine (9) Invoice No.2249326
Acquisition Planning & Contracting HFAC-16

Fiscal Services

Amount of Task Order, FFP	$ 968,601.53
Modifications (Increase)	$ 166,750.13
Modifications (Decrease)	$_____
Total Task Order Price	$1,135,351.66
Amount due for 83 % Completion	$ 942,341.87
Less ____% Retainage	$_____
Subtotal	$ 942,341.87
Less Previous Payments	$ 852,369.34
Amount Due this Estimate	**$ 89,972.53**
Amount Remaining Task Order	$ 193,009.79

Accounting Data: 1516088012023-551.WO.F150.08-1608000000

APPROVED FOR PAYMENT OF $ 89,972.53 .

Jane Doe
A/E Program Specialist

NOTE: INVOICE RECEIVED DESIGNATED BILLING OFFICE: JUN 9, 2005

cc: file
COTR: XXXXX
Finance
cw: 6/10/05(invoice9.065)

4.5 TASK ORDER MODIFICATIONS

During administration of the task order, certain conditions of the task order may need to be changed. A task order may be modified to incorporate revised performance requirements, address issues that develop during the performance period or alter delivery schedules. The contract allows for a modification process to address changes during task order performance. During task order performance, the COTR or the A/E may identify the need to modify the task order. The COTR provides input or makes recommendations concerning modifications as they relate to technical requirements and costs. Procedures for negotiating task order modifications are similar to those for negotiating the A/E consultant's proposals described in Chapter 2. Changes that do not affect the A/E's cost, price or delivery schedule are made with a unilateral administrative modification.

All changes need to be formally documented in writing and approved before being implemented. Exhibit 4.5-A, Exhibit 4.5-B and Exhibit 4.5-C are examples of task order modifications.

Other considerations for task order modifications include the following:

- A modification should be properly executed by the CO prior to work being performed. Advance authorization of work is only given under certain circumstances.
- The contractor or the Government may be entitled to an equitable adjustment in price, performance method or delivery schedule.
- Changes should be generally within the original scope of work. Modifications should not be used to add work outside the scope of the original task order.

Exhibit 4.5-A PRICE MODIFICATION

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO.: 001
3. EFFECTIVE DATE:
4. REQUISITION/PURCHASE REQ. NO.:
5. PROJECT NO. (If applicable): Hawaii DAR A-AD 6(3)

6. ISSUED BY — CODE 6905001
Federal Highway Administration
Central Federal Lands Highway Division
12300 West Dakota Avenue
Lakewood, CO 80228

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

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

CODE TIN #: 75-1246210 FACILITY CODE DUNS #: 026417709

(✓) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)

(✓) 10A. MODIFICATION OF CONTRACT/ORDER NO.
DTFH68-02-D-000x
T-05-0xx
10B. DATED (SEE ITEM 13) 5/4/2005

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)
1516150006003-551.SO.76MO.15-1615000000 NET INCREASE: $3,844.04

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: (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).

✔ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.243-1 Changes - Fixed Price (AUG 1987), Alternate III (APR 1984)

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☑ is required to sign this document and return 3 copies to the issuing office.

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

a. This modification is being written to incorporate the attached Scope of Work, dated May 26, 2005, into this task order.

b. The task order price is increased $3,844.04 from $13,876.72 to $17,720.76.

c. The period of performance remains at July 6, 2005.

d. In consideration of the modification agreed to herein as complete equitable adjustment for this change, the Contractor hereby releases the Government from any and all liability under this task order for further equitable adjustments attributable to such facts or circumstances giving rise to this change.

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)

15B. CONTRACTOR/OFFEROR — (Signature of person authorized to sign) — 15C. DATE SIGNED
16B. UNITED STATES OF AMERICA — BY _____ (Signature of Contracting Officer) — 16C. DATE SIGNED

PREVIOUS EDITION UNUSABLE
This form was electronically produced by Elite Federal Forms, Inc.

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Exhibit 4.5-B ADMINISTRATIVE MODIFICATION

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO.: 001
3. EFFECTIVE DATE:
4. REQUISITION/PURCHASE REQ. NO.:
5. PROJECT NO. (If applicable): Lake Mary Road

6. ISSUED BY CODE 6905001
Federal Highway Administration
Central Federal Lands Highway Division
12300 West Dakota Avenue
Lakewood, CO 80228

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

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

CODE TIN #: 75-1246210 FACILITY CODE DUNS #: 026417709

(✓) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
✔ 10A. MODIFICATION OF CONTRACT/ORDER NO.
DTFH68-02-D-00x
DTFH68-04-T-00xx
10B. DATED (SEE ITEM 13) 8/26/2004

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)
N/A

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: (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).

☐ 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.)

a. This administrative modification is being written to correct the information in Blocks 1, 3 and 5 of the task order contract for DTFH68-04-T-0060.

b. The contract number in Block 1 should read: DTFH68-02-D-003.

c. The contract date in Block 3 should read: February 1, 2002.

d. The expiration date of contract in Block 5 should read: January 31, 2005.

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)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

PREVIOUS EDITION UNUSABLE
This form was electronically produced by Elite Federal Forms, Inc.

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Exhibit 4.5-C PERFORMANCE PERIOD MODIFICATION

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO.: 005

3. EFFECTIVE DATE:

4. REQUISITION/PURCHASE REQ. NO.:

5. PROJECT NO. *(If applicable)*: Iron Creek-Spearfish

6. ISSUED BY — CODE: 6905001

Federal Highway Administration
Central Federal Lands Highway Division
12300 West Dakota Avenue
Lakewood, CO 80228

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

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

XXXX
XXXX
Denver, CO 80202

CODE: TIN #: 75-1246210 FACILITY CODE: DUNS #: 026417709

(✓) 9A. AMENDMENT OF SOLICITATION NO.:

9B. DATED *(SEE ITEM 11)*:

(✔) 10A. MODIFICATION OF CONTRACT/ORDER NO.: DTFH68-02-D-00X DTFH68-04-T-00XX

10B. DATED *(SEE ITEM 13)*: 10/6/2004

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)*: N/A

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: *(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).

(✔) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes - Fixed Price (AUG 1987), Alternate III (APR 1984)

☐ D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☑ is required to sign this document and return 3 copies to the issuing office.

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

a. This modification is being written to extend the period of performance due to delays by the land surveyor. Additional time is needed to meet ethical and professional standards required by South Dakota statutes and South Dakota DOT.

b. The period of performance is extended to March 18, 2005.

c. This is a no cost modification.

d. In consideration of the modification agreed to herein as complete equitable adjustment for this change, the Contractor hereby releases the Government from any and all liability under this task order for further equitable adjustments attributable to such facts or circumstances giving rise to this change.

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)*	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ *(Signature of Contracting Officer)*	16C. DATE SIGNED

PREVIOUS EDITION UNUSABLE
This form was electronically produced by Elite Federal Forms, Inc.

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

4.6 TERMINATIONS

Examples of why a task order may be terminated include the following:

- The Government cancels the project covered by a task order.
- The scope of a project changes dramatically, or other project issues emerge that warrant a change in how the project should be delivered.
- Default by the Contractor.

Following are the types of terminations.

- **Termination for Convenience (T4C)**. A T4C may be costly for the Government if required to reimburse the A/E consultant for settlement expenses negotiated in the settlement agreement.
- **Termination for Default (T4D)**. The COTR keeps the CO informed of poor performance by an A/E consultant, such as schedule irregularities, non-responsiveness to inquiries or inadequate quality assurance and quality control. The COTR notifies the CO immediately of instances of poor performance by an A/E consultant so that the COTR and the CO can properly document performance issues and address them with the A/E consultant. Prior to entering into T4D actions, the CO sends a Cure Notice to the A/E consultant, if time permits. The notice informs the A/E consultant that the Government is considering termination actions and that the A/E consultant must provide an immediate response to the issues identified in the notice. If time does not allow for a Cure Notice, the CO issues a Show Cause Notice to the contractor requesting that the contractor show why the Government should not terminate the contract for default.

The COTR duties and responsibilities are changed or cancelled based on the type of termination.

4.6.1 Forms and Templates

To view or download the template, use the link below:

- Termination for Convenience Letter.