

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**

**DESIGN BUILD SERVICES FOR  
ST ELIZABETHS EAST CAMPUS  
STAGE 1 PHASE 1 INFRASTRUCTURE IMPROVEMENTS  
Solicitation #: DCAM-16-CS-0084**

**Addendum No. 9  
Issued: April 13, 2016**

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This Amendment Number 9 is issued on April 13, 2016. Except as modified hereby, the Request for Proposals (“RFP”) remains unmodified.

**Item #1 Scope of Work Clarifications:**

**Insert: DOEE MOU (Exhibit 1)**

**Exhibit 1**  
**DOEE MOU**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT  
DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES AND  
DISTRICT DEPARTMENT OF ENERGY AND ENVIRONMENT**

**PLANNING FOR THE DESIGN, CONSTRUCTION AND PERMITTING OF  
DRAINAGE INFRASTRUCTURE**

**ON THE**

**EAST CAMPUS OF ST ELIZABETHS HOSPITAL**

**1. INTRODUCTION**

This Memorandum of Understanding (“**MOU**”) is made between the District of Columbia, a municipal corporation, acting through the Office of the Deputy Mayor for Planning and Economic Development (“**DMPED**”), the District of Columbia Department of General Services (“**DGS**”), and the District Department of Energy and Environment (“**DOEE**”) (collectively referred to herein as the “**Parties**” and individually, as a “**Party**.”)

The purpose of this MOU is to outline the relationship and process for the design reviews, construction and permitting of drainage facilities under the District of Columbia Storm Water Management Guidebook, dated June 2013. Planned drainage facilities are located within the roadway and utility infrastructure improvements (the “**Transportation Infrastructure and Utility Improvements**”) in the areas identified for Stage 1, Phase 1 construction of the District Department of Transportation (“**DDOT**”) Right Of Way (the “**ROW**”) on the East Campus of Saint Elizabeths, located at 1100 Alabama Ave, SE, Washington, DC (the “**East Campus**”), as further identified on **Exhibit A** and to define the limits of the Stage 1, Phase 2 construction of the drainage infrastructure improvements within the DDOT **ROW** on the East Campus of St. Elizabeths, as further identified in **Exhibit B**.

**2. PROGRAM GOALS AND OBJECTIVES**

A. DDOT, as the District’s transportation agency, was responsible for the design and construction of the transportation elements on the East Campus in accordance with a “Memorandum of Agreement Among the Federal Highway Administration, DDOT, DMPED, the District of Columbia Department of Planning, District State Historic Preservation Office, and the Advisory Council on Historic Preservation regarding the DDOT Transportation Improvements at St. Elizabeths Hospital East Campus, Within the District of Columbia” dated June 26, 2012 (the “**Transportation Section 106 MOA**”), and the St. Elizabeths East Final Environmental Assessment dated June 2012 (the “**EA**”).

B. DGS, acting on behalf of DMPED, has responsibility for the design and construction of the Transportation Infrastructure and Utility Improvements for the East Campus pursuant to a Memorandum of Understanding between DMPED, DGS and DDOT,

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dated as of February 12, 2016 (the “**Tri-Party MOU**”). A copy of the Tri-Party MOU is attached hereto as **Attachment A**.

C. DMPED, the lead agency for the Saint Elizabeths Redevelopment Initiative created by Mayor’s Order 2011-109, is charged with the planning and development of the East Campus, and is acting in the capacity of the “Master Developer” in the development of the East Campus. The East Campus is a National Historic Landmark and under the EA is subject to a Section 106 MOA setting ROW cross sections and components that may not allow flexibility in siting Low Impact Development (LID) drainage features. The National Environmental Policy Act process will significantly limit and complicate any movement of roadway elements to accommodate large LID areas.

D. DMPED has transferred funds to DGS for the construction for the Phase 1, Stage 1 of the Transportation Infrastructure and Utility Improvements on the East Campus for the construction of the Transportation and Utility Improvements pursuant to a Memorandum of Understanding, dated as of February 12, 2016 between DMPED and DGS (the “**DGS Funding MOU**”). As more particularly described in the Tri-Party MOU, DGS plans to issue a Request for Proposals (“**RFP**”) for the Stage 1 Phase 1 improvements. The RFP will include scope of work for the “**Design-Build Construction Contract**” for the construction and installation of the Transportation Infrastructure and Utility Improvements on the East Campus. The Design-Build Contract will provide, amongst other things, design specifications for infrastructure and the drainage facilities required for the Stage 1, Phases 1 and 2 of the development of the East Campus (the “**Drainage Facilities**”).

E. DOEE has confirmed that the preliminary construction plans and specifications, dated October 4, 2013 (the “**Transportation and Utility Improvements Plans and Specifications**”) were reviewed and coordinated with DOEE, as evidenced by the correspondence attached hereto as **Exhibit C**.

F. The East Campus includes significant existing building and roadway development dating back over 100 years.

G. DMPED and DGS have requested, and DOEE has agreed, to enter into this MOU to set out a process for the design reviews, construction, and permitting of the Stage 1 Phase 1 and Stage 1 Phase 2 drainage improvements. Specifically, the Parties have agreed to work together collaboratively on the following:

- i. The process for drafting any modifications to the Transportation and Utility Improvements Plans and Specifications, and reviewing and approving any modifications in the design and construction of the drainage facilities within the scope of work for the Design-Build Construction Contract and the Transportation and Utility Improvements Plans and Specifications.
- ii. Dedicate adequate staff to complete the tasks contemplated within this MOU within the time frames set forth in this MOU.

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- iii. DMPED will fund the cost of the Drainage Facilities constructed as a part of the Transportation Infrastructure and Utility Improvements. DMPED shall approve the cost and confirm the availability of sufficient funding.
- iv. Date for completion of 65% level plans for Stage 1 Phase 1 was February 5, 2016. The 65% submittal includes the items from the DOEE MEP Process Table for both the 30% and 65% submittals. No separate 30% submittal will be made for Stage 1 Phase 1 or Phase 2 drainage improvements.
- v. DOEE will upload stormwater database information once the data is supplied in spreadsheet form with the 65% submittal.
- vi. Target date for completion of 100% level plans for Stage 1 Phase 1 and DOEE permit application by June 30, 2016 with completed reviews by all parties within 15 business days of submittal by DGS.
- vii. An overall project goal of initiating construction of infrastructure improvements for Stage 1 Phase 1 by July 31, 2016.
- viii. Due to the significant schedule constraints and requirement to begin Stage 1 Phase 1 construction by July 2016, DGS will perform minimal field exfiltration testing for LID features and assume all soil conditions similar, with the expectation that percolation rates are low and underdrain structures will be required. DOEE will not require any further infiltration tests for LID feature/structures.
- ix. The Design-Build Contractor will have the option to perform additional field testing and design of LID facilities as a value engineering option either prior to or after the 100% submittal for the drainage system LID design.
- x. Coordination of staff of DMPED, DGS and DOEE to meet milestones and review times.

### **3. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties agree to the following roles and responsibilities:

#### **A. RESPONSIBILITIES OF DGS**

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- i. DGS will have primary responsibility for reviewing, approving and administering the Design-Build RFP, and the Design-Build Construction Contract for the Stage 1 Phase 1, and Stage 1 Phase 2 Transportation Infrastructure and Utility Improvements, inclusive of the Drainage Facilities as designed in the Transportation and Utility Improvement Plans and Specifications.
- ii. Subject to the receipt of budgeted and appropriated funds, DGS shall select a Design-Build Contractor to construct the Transportation Infrastructure and Utility Improvements, and procure, administer, and manage the Design-Build Construction Contract.
- iii. DGS's representative will ensure that the DOEE representative is kept apprised of the status of any modifications to the Transportation Infrastructure and Utility Improvements Plans and Specifications that involve modifications to the design of the Drainage Facilities. DGS's representative will notify the DOEE representative of the milestone dates and approximate time frame of the installation of the Drainage Facilities available for DOEE inspection.
- iv. Upon receipt of modifications of Transportation Infrastructure and Utility Improvements from the Design-Build Contractor, DGS shall supply DOEE with any such modification in the design of the Drainage Facilities for approval by DOEE.
- v. DGS shall cause the Design-Build Contractor to supply as-built drawings of the Drainage Facilities to DOEE upon completion of the construction of the Drainage Facilities within 21 days of the final inspection.
- vi. Upon completion of construction of the Drainage Facilities, DGS shall notify DOEE and DMPED of their completion.

### **B. RESPONSIBILITIES OF DOEE**

- i. DOEE shall dedicate adequate DOEE staff to review, provide comments, and approve the 65% submittal, the 100% submittal, and permit application and any modifications in the design of the drainage facilities in accordance with this MOU.
- ii. DOEE shall review all plans and specifications and other applicable reports, as well as any modification to the Transportation and Utility Improvements Plans and Specifications that involves modification in the design of the drainage facilities within fifteen (15) business days of receipt of the modification from DGS. DOEE's review and comments

shall include any modifications required to comply with all applicable DOEE guidelines and shall be in writing.

- iii. DOEE acknowledges its concurrence with **Exhibit C**, as well as with **Exhibit D** as the baseline design for the Drainage Facilities. As a result, no significant changes are anticipated beyond this set of documents unless there are any new major constraints identified after the execution of this MOU.
- iv. During construction of the Drainage Facilities, DOEE shall inspect the Drainage Facilities and shall confirm (or notify of non-conformance) in writing that the installation of the Drainage Facilities are constructed in accordance with the DOEE approval of the Drainage Facilities as designed in the Transportation and Utility Improvement Plans and Specifications and comply with the approved Stormwater Management and Soil Erosion and Sediment Control Plans. DOEE shall notify DGS in writing (with a copy to DMPED) of any items that are not in compliance.
- v. The following are a list of the major plan review and construction inspection points for the Drainage Facilities:
  - a. The Contractor shall call DOEE at 202-535-2977 for a Pre-construction meeting 72 hours before beginning land disturbance
  - b. The Inspector assigned to the site will be responsible for performing inspections for both erosion and sediment control (“ESC”) and construction of Drainage Facilities.
  - c. Contractor shall call DOEE Inspector after ESC controls are installed and before beginning land disturbance.
  - d. DOEE will conduct Intermittent monitoring inspections of installed ESC controls and written reports of such inspections to DMPED and DGS to ensure controls are maintained properly during construction.
  - e. Contractor shall call DOEE at the start of installation of Drainage Facilities.
  - f. DOEE will conduct intermittent monitoring inspections and written reports of such inspections to DMPED and DGS to ensure that Drainage Facilities are being installed properly.
  - g. Contractor shall call DOEE for a final inspection to ensure that ESC controls are removed and Drainage Facilities are properly functioning.  
DOEE will provide a Final Approval Notice to DGS and a copy to DMPED.

**C. RESPONSIBILITIES OF DMPED**

- i. DMPED, in consultation with DGS and DOEE, will determine how the construction of the Drainage Facilities in the ROW on the East Campus will be phased within the Stage 1 Phase 1 of the development of the East Campus to best serve the redevelopment of the East Campus based on the Mayor’s priorities for the St. Elizabeths Redevelopment Initiative, including the development of a schedule for the construction.
- ii. DMPED shall dedicate staff to effectuate the tasks outlined in this MOU.

**4. COST OF SERVICES; PAYMENT**

**A. COST OF SERVICES**

Funding for the goods and services to be provided by DGS hereunder were previously funded by DMPED to DGS pursuant to that certain Memorandum of Understanding, dated February 12, 2016, among DMPED, the District of Columbia Department of Transportation, and DGS, entitled “Design and Construction of the Transportation Infrastructure for the East Campus of St. Elizabeths.” Funding for goods and services shall not exceed the actual cost of the goods and services provided [including labor, materials and overhead] pursuant to a budget approved by DMPED. The actual cost of goods and/or services are described in detail in **Attachment B**. In the event of a modification in the budget for the Drainage Facilities described in this MOU (which are covered by the Design-Build Construction Contract), DMPED will work with DGS to locate budgeted funds or appropriate additional funds to cover any cost overages or design modifications related to the Drainage Facilities described in this MOU.

**B. PAYMENT**

Funding for the goods and services to be provided by DGS hereunder were previously funded by DMPED to DGS pursuant to that certain Memorandum of Understanding, dated February 12, 2016, among DMPED, the District of Columbia Department of Transportation, and DGS, entitled “Design and Construction of the Transportation Infrastructure for the East Campus of St. Elizabeths.”

**5. EFFECTIVE DATE**

This MOU shall be effective on the date on which the MOU is fully executed by, the Director of DGS, the Director of DOEE, and the Deputy Mayor of Planning and Economic Development of the District of Columbia, or their respective designees.

**6. PROCUREMENT PRACTICES ACT**

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If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01 et seq.) to procure the goods or services of the agent or third party.

### **7. TERM**

This MOU will remain in force until the later to occur of (i) the acceptance in writing by DDOE of the Drainage Facilities or (ii) December 31, 2019, unless terminated in writing by the Parties pursuant to Section 11 of this MOU,

### **8. COMPLIANCE AND MONITORING**

The Parties agree to comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated and to observe and perform any contracts, delegations, assignments, or other agreements entered into by Parties in furtherance of this MOU. DGS's administration of the expenditure and use of the funds shall be subject to scheduled and unscheduled monitoring review by DMPED to ensure compliance with all applicable requirements.

### **9. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Parties.

### **10. AMENDMENTS AND MODIFICATIONS**

The terms and conditions of this MOU may be amended and modified only upon prior written agreement executed by the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

### **11. PROVISIONS FOR TERMINATION AND EXPIRATION**

Any Party may terminate this MOU in whole or in part by giving thirty (30) days written notice to the other Parties, when it is in the best interest of a Party to do so based on the following grounds:

- (1) Lack of funding;
- (2) Changes in applicable laws;
- (3) Changes in the structure or nature of the program or project; or
- (4) Elimination of the program, service, or project supported by this MOU.

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In the event of termination of this MOU, payment to DGS shall be held in abeyance until all required fiscal reconciliation is completed, but not later than September 30 of the then current fiscal year.

### **12. AUTHORITY**

D.C. Official Code §§ 50-921.01 *et seq.*, D.C. Official Code § 10-551.01 *et seq.*, D.C. Official Code §§ 50-921.01 *et seq.*, and Mayor's Order 2011-109.

### **13. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341 *et seq.*, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

### **14. RESOLUTION OF DISPUTES**

The Deputy Mayor for Planning and Economic Development, the Director of the District of Columbia Department of General Services, and the Director of the Department of Energy and Environment shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

### **15. NOTICES**

The following individuals are the contact points for each Party under this MOU:

Deputy Mayor for Planning and Economic Development:

Martine Combal  
1350 Pennsylvania Avenue, NW, Suite 317  
Washington, DC 20004  
Phone: (202) 727-7259  
Email: Martine.Combal@dc.gov

District Department of General Services:

Christopher Weaver  
2000 14<sup>th</sup> Street NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 727-2800  
Email: christopher.weaver@dc.gov

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District Department of Energy and Environment  
Tommy Wells  
1200 First Street NE Washington, DC 20002  
Phone (202) 535-2250

**17. COUNTERPARTS**

This MOU may be executed in counterparts, each separately and together constituting one and the same document. Execution and delivery of this MOU by electronic mail or facsimile shall be sufficient for all purposes and shall be binding on any Party to this MOU.

*[Signatures on Following Page]*

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**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

OFFICE OF THE DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brian T. Kenner  
Deputy Mayor for Planning and Economic Development

DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christopher Weaver  
Director, Department of General Services

DISTRICT DEPARTMENT OF ENERGY AND ENVIRONMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tommy Wells  
Director, Department of Energy and Environment

**EXHIBIT A**

[Areas Identified for Stage 1 Phase 1 of Construction –  
Transportation Infrastructure and Utility Improvements, East Campus of St. Elizabeths]



**LEGEND**

-  TO BE CONSTRUCTED IN STAGE 1 PHASE 2
-  LIMITS OF DISTURBANCE
-  PROPOSED ROW
-  EXISTING ROW



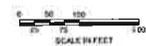
**St. Elizabeths East Campus**  
**STAGE 1 - PHASE 1**  
**INFRASTRUCTURE PROJECT LIMITS**



**LEGEND**

- - - PROPOSED ROW
- - - EXISTING ROW

**St. Elizabeths East Campus**  
 STAGE 1 - PHASE 2 INFRASTRUCTURE



ch2m

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**EXHIBIT C**

Minutes of September 12, 2012 meeting between DDOT and DOEE

# Drainage design criteria with DDOT and DDOE for Stage 1 infrastructure contract

PREPARED FOR: File 428410 - St Elizabeths East  
Campus Stage 1 Infrastructure

COPY TO: Rebecca Stack/DDOE, Meredith  
Upchurch, Hayat Kelil-Brown,

Keith Foxx/DDOT, Alicia Johns,  
Josh Rodriquez/CH2M HILL

PREPARED BY: Richard Staudinger

DATE: 9 October, 2012

PROJECT NUMBER: 428410.PP.01.DR

A meeting was held on Wednesday, September 12, 2012 at the DDOT office at 55 M Street SE to discuss the proposed drainage system for redevelopment of the St Elizabeths East Campus, with a special emphasis on the stage 1 infrastructure presently under design. Although this project is presently under design and may be under construction as early as June 2013, it will be designed to meet the new storm water regulations so that if the schedule slips no major redesign will be required. Today's meeting was set to review the strategy and approach to getting the drainage system design to meet Maximum Extent Practicable (MEP) and other criteria associated with the new regulations.

The following major points of discussion or items of action or agreement related to DDOE storm water regulations were resultant from the meeting:

- The MS-4 permit will be effective July 22, 2013. This permit is from EPA and covers all discharges into the Anacostia and Potomac Rivers, by separate or combined sewers.
- Redevelopment or rebuilding of existing roadways will need to follow MEP procedures. New building pads and new roadways (when it is not reconstruction of existing roadways) will have to meet new regulations.
  - New regulations require 1.2 inches with 0.6 on site as a minimum, and they can use off site retention facilities. Can also over control retention volume up to 1.7" in other areas.
- Any disturbance of land over 5,000 SF in area will trigger the new regulations.
- For adaptive reuse of the historical buildings, chapter 2 of the guidance manual will govern. By the "green building act" any rework or remodeling of an existing building that costs 50% or more of the assessed value (on date of work) of the existing building triggers a 0.8 inch retention requirement. These sites only have a retention requirement, no 2 year or 15 year storm requirements are triggered. Again 50% must be on site with the remaining as offsite program or fee.
- If a cistern to collect roof rainwater were installed on site for one of the exiting historical buildings, this would not trigger the 5,000 SF threshold for the new regulations. If excavating for other BMP, does this kick in the 5,000 sf threshold? Clearing and grubbing would trigger 5,000 sf threshold, even if it is for a gravel access road offsite of actual roadway construction area.
- For the stage 1 and 2 construction areas of St Elizabeths East Campus, all the roadways except the new 13<sup>th</sup> Street SE extension will be considered "reconstruction or rebuilding" of existing roadways. 13<sup>th</sup> Street SE will be considered new construction and will be required to meet the new regulations.
- For the other reconstructed roadways, MEP will govern.
- For all roadways the detention (water quantity or flood attenuation) requirement is waived. Only retention (water quality ) will be required to be designed for roadways as part of the MEP
- Existing roads (i.e., reconstruction/realignment) need to achieve 0.6" via the Maximum Extent Practicable (MEP) process (7 steps); the deficiency obligation can be met with offsite mitigation.

**FYI:** DDOE Stormwater Management Guidebook/Appendix B-MEP Process for Existing Public Right of Way (PROW)/Page B-5/Last Paragraph states:

“Achieving the regulated stormwater retention volume (SWRv) in the PROW projects will be technically infeasible on many occasions, even after going through the MEP process. Given this and the compelling interest of the ongoing reconstruction of the PROW for the maintenance of public safety and well-being, PROW projects can be excluded from the requirement to use Stormwater Retention Credits (SRCs) or pay an in-lieu fee to satisfy any shortfall in attaining the SWRv if the MEP is demonstrated.”

- St. E’s is owned by the District of Columbia but not accessible to the public at this time. When stage 1 infrastructure is complete, the roadways and access will be open to the public.
- Monitoring wells have not yet been installed to delineate the extent of contamination especially the area where the fly ash is located. As part of the stage 1 design effort a Phase 1 and Phase II ESA is being completed. The Phase 1 is finished and the Phase II should be complete by late October. This will include monitoring well installation and initial testing results.
- Since there is only one outfall for the Project, CH2M HILL can treat Project as one drainage area in order to calculate Best Management Practices (BMPs).
- If out falling to existing storm sewer system; need to provide calculations indicating system has pipe capacity to accept Project’s discharges (i.e., can system handle Project’s 2-yr stormwater /15-yr stormwater volumes for detention):
  - DC Water is running calculations for their pipe capacity to check if their system is able to accept the Project’s discharges.
- For PROW projects, Rebecca Stack stated that the detention criteria ends when the MEP criteria is met.
- For BMP design, existing versus proposed site conditions was discussed. Pre-existing land cover is natural and/or meadow in good condition.
- DDOE requested DDOE explore the ability to waive fees for DDOE roadway projects.

With respect to DDOE drainage design procedures, the following major points of discussion or items of action or agreement were resultant from the meetings:

- Discussion of spread intensity of value 4 in/hr versus DDOE’s 7.56 in/hr:
  - DDOE will not change this criteria;
  - Using 4 in/hr, there is no spread for the No-Flankers design;
  - Using 7.56 in/hr, there are now 15 sag inlets (i.e. low points) with spread issues; therefore, a flanker inlet will need to be added upstream of sag inlet or the inlet throat length increased.
  - Because the District is highly urbanized, the 15-year design frequency was used to ensure the public safety.
- MEP process is for each and every inlet in project. The No-Flanker design contains 105 inlets; so, this would involve 7 separate MEP processes for each and every inlet (i.e., 735 worksheets).
- The MEP process does not include the actual Stormwater Retention Compliance spreadsheets (i.e., 105 worksheets) and potentially the Stormwater Retention Credit spreadsheets.
  - **FYI:** The Scope of Work only deals with the storm water collection system plans design and profiles not water quality/quantity design (i.e, BMP design). Sizing the storm sewer pipes for capacity is not BMP design.
- Per DDOE Design & Engineering Manual, the storm sewer system is designed for the 15-year storm for flood protection (i.e., no abstraction of BMP volume).
- Bentley Geopak Drainage was used to design the storm sewer system.
- CH2M HILL will send DDOE a request to waive the 7.56 in/hr ponding/spread criteria.

**EXHIBIT D**

The Transportation and Utility Improvements Plans and Specifications  
Comment Resolution Matrix dated March 21, 2016 and Concurrence Memo dated March 3,  
2013 to Richard Staudinger

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Department of Energy and Environment



**MEMORANDUM**

**TO:** Richard Staudinger  
Project Manager  
CH2M Hill

**FROM:** Julienne Bautista  
Environmental Engineer  
Department of Energy and Environment

**CC:** Mamo Assefa  
Project Engineer  
Delon Hampton & Associates

**DATE:** March 3, 2016

**SUBJECT:** DGS St. Elizabeth's Stage 1 Phase 1 65% Stormwater Report and Plan

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Richard,

Below is list of the comments that need clarification at the 90% MEP Design submittal:

- Comments #2-5 After reading the MOU, it is a great concern that at 100% that the plans may change. DOEE would prefer to see everything at 90% so we can provide approval at 100%.
- Comments #8-11 DOEE needs to see the design calculations at 90%.
- Comments #14-17 DOEE would like to see the standard details used by DDOT for these features: 621.41, 621.50, 621.51, & 621.52.
- Comment #43 was not included in the revised stormwater report (submitted 2/18/2016). Add to page 1-5 after the discussion regarding Sycamore Street.
- Add utility information to DAM maps in the stormwater report since there's discussion of utility constraints throughout the report.
- We need to schedule a follow-up meeting to decide on the appropriate number of infiltration tests required.

As discussed at our meeting on 2/12, the project meets 65% MEP Concurrence with comments and will be noted in the database as such.

Let me know if you have additional questions or concerns.

Regards,

A handwritten signature in blue ink that reads "JBautista".

Julienne Bautista

Attachments: DOEE-SWMRmatrix65%submittal-JBautista.pdf

SUBMITTAL:		65% PLAN REVIEW	SEVERITY CODE (SC)	COMMENT CODE	ch2m			
Package Description:		ST. ELIZABETHS EAST CAMPUS STAGE 1 PHASE 1 INFRASTRUCTURE	1 = Significant - serious 2 = Inconvenient or Improvement req'd 3 = Minor - editorial	A = Accept Comment - Correct, Add to, or Clarify plans D = Disagree/Dismiss C = Clarify or Discuss and resolve prior to next design phase R = Resolve comment in next design phase				
Project #: 666904		Discipline: STORMWATER MANAGEMENT REPORT	SC	Reviewer:	2/11/2016	Final Disposition		
Item #	Dwg / Pg #	Comments	Reviewer	Init. Code #	Response	Response by:	Code	Date
1	General	1. Utility configurations a. It's unclear if the project is aware of the required electrical, communication, and gas utilities for the proposed development. Is this a constraint? Or will the utility configurations be completed by the next 65% submission? b. Is this the reason why certain LID practices are broken up in sections?	DOEE-J. Bautista	C	Utility Plans are included in the 65% plans that were forwarded to DOEE			
2	General	2. When will the geotechnical investigations be complete? Should we expect to see geotech findings at the next 65% submission or by the 90% submission?	DOEE-J. Bautista	R	At the 100% stage			
3	General	3. Do you have a proposal on the locations where you would like to conduct infiltration testing? In other words, conducting one or multiple infiltration tests for each BMP may not be the most efficient method to conduct infiltration tests.	DOEE-J. Bautista	C	Yes the appropriate locations have been selected. Location map will be sent to DOEE			
4	General	4. Note: When zero retention practices are proposed for a drainage area, a water quality catch basin will be required. See DC Water detail S-31.01.	DOEE-J. Bautista	R	Noted: Will include the standard DC Water Inlet with 1.5' sump at the 100% stage			

Project #: 666904		Discipline: STORMWATER MANAGEMENT REPORT		SC	Reviewer:	2/11/2016		Final Disposition	
Item #	Dwg / Pg #	Comments	Reviewer		Init. Code #	Response	Response by:	Code	Date
5	General	<p>5. Assumptions:  a. All Stormwater Management Best Management Practice Opportunity Areas are assumed to require an underdrain due to site's poor soils for infiltration. Bioretention areas placed adjacent to an existing or proposed catch basin. Once soil borings are done and infiltration rates can be measured, the underdrains could possibly be removed.  DOEE Response: Response: In general this is an appropriate assumption as most</p>	DOEE-J. Bautista		R	Noted			
	General	b. Groundwater depths will need to be identified through soil borings prior to finalizing any BMP placement.	DOEE-J. Bautista		A	The Geotechnical investigation will determine GW depth at the 100%			
	General	DOEE Response: Agreed but respond to comment 2 above.	DOEE-J. Bautista		R	Noted			
6	General	6. As stated in the meeting minutes for the Dec 16th, 2015 meeting, include in the assumptions that the adjacent development parcels will be responsible for meeting their stormwater obligations.	DOEE-J. Bautista		D	All new development shall comply with it's own stormwater management requirements as they are developed. Note added to stormwater report.			
7	General	7. For the DDOT PROW MEP Assessment Worksheet, explain why there are no 'outside of LOD' contributing drainage areas.	DOEE-J. Bautista		D	The assumption is that the development will capture all runoff from their site and provide SWM on site. There is no common area that will drain to the street within Stage 1 Phase 1. Note will be added to stormwater report.			
8	General	8. Bioretention design calculations are missing. Provide calculations for each bioretention system proposed.	DOEE-J. Bautista		A	Sizing was done based on DDOE Standard application spreadsheet. Will provide the calculations			
9	General	9. Provide description regarding how the various types of BMPs were eliminated – i.e. permeable pavement and/or permeable pavers, tree plantings, etc.	DOEE-J. Bautista		D	The goal was to satisfy the SWM requirement using bioretention facilities as these are ruled out for other constraints other BMP's will be considered. Note will be added to stormwater report.			



Project #: 666904		Discipline: STORMWATER MANAGEMENT REPORT			SC	Reviewer:	2/11/2016		Final Disposition	
Item #	Dwg / Pg #	Comments	Reviewer	Init. Code #	Response	Response by:	Code	Date		
20	General	20. Provide Limits of Disturbance.	DOEE-J. Bautista	D	The LOD is shown on the erosion and sediment control plan. Note will be added to drainage report.					
	General	a. Each Drainage Area must be accounted for in the limits of disturbance.	DOEE-J. Bautista	D	The LOD for stormwater management purposes is considered the right of way. Note will be added to drainage report.					
	General	Sheet DAM-1								
21	General	21. DA1 seems to only capture the areas around the catch basins closest to Martin Luther King Jr. Avenue SE. What about the area between DA1 and Martin Luther King Jr. Avenue – which drainage area is this?	DOEE-J. Bautista	D	The drainage areas that contribute to an LID are labeled as LID-# and the drainage areas that can not drain to an LID facility are labeled DA-#. These are areas close to inlets that cannot physically flow to the LID's and other areas where there is a high point. etc.					
22	General	22. Each drainage area should only have one inlet. DA2 should be split into at least 6 drainage areas.	DOEE-J. Bautista	D	See response to 20					
23	General	23. Why are there no BMPs in DA2?	DOEE-J. Bautista	D	See response to 21					
	General	a. Provide explanation for the areas with no LID practices – this can be provided in the stormwater report.	DOEE-J. Bautista	A	The areas with no LID practice are either areas at high point or with significant utility constraints, will clarify in the report.					
24	General	24. What drainage area is LID5 located in?	DOEE-J. Bautista	D	See response to 21					
	General	Sheet DAM-2								
25	General	25. What drainage area is LID7 located in?	DOEE-J. Bautista	D	See response to 21					
26	General	26. Does DA6 include LID20?	DOEE-J. Bautista	D	See response to 21					
27	General	27. LID19 and DA6 look like they should include the driveways within their drainage areas.	DOEE-J. Bautista	A	Will add those areas and re-size accordingly on 65% plans					
28	General	28. There is no drainage area label for the DA across the street from LID21.	DOEE-J. Bautista	D						
29	General	29. Why are there no BMPs in the unlabeled DA (across from LID21)?	DOEE-J. Bautista	D						

Project #: 666904		Discipline: STORMWATER MANAGEMENT REPORT			SC	Reviewer:	2/11/2016		Final Disposition	
Item #	Dwg / Pg #	Comments	Reviewer	Init. Code #	Response	Response by:	Code	Date		
	General	a. Provide explanation for the areas with no LID practices – this can be provided in the stormwater report. Some of these areas can be used for compacted cover and/or tree plantings.	DOEE-J. Bautista	D	The areas with no LID practice are either areas at high point or with significant utility constraints, will clarify in the report.					
30	General DAM-3	30. The BMP in LID21 is undersized. Can this bioretention be made larger? Sheet DAM-3	DOEE-J. Bautista	C	Size will be checked and note added to drainage report					
31		31. DA9 has zero LID practices. Why does DA9 have no BMPs? It seems like there is space available. Provide reasoning in stormwater report.	DOEE-J. Bautista	D	See response to 21					
32		32. The BMPs in LID46, LID47, and LID48 are undersized. Can these bioretentions be made larger?	DOEE-J. Bautista	C	These facilities are very close to a high point and that is why they are smaller					
33		33. Which drainage areas encompass LID47 and LID48?	DOEE-J. Bautista	D	See response to 21					
34		34. What is the reason for no LID or planting strip practices between LID 52 and the curb inlet in DA11? Provide reasoning in stormwater report.	DOEE-J. Bautista	D	That area is an area of a wide sidewalk and a bus stop.					
	DAM-4	Sheet DAM-4	DOEE-J. Bautista							
35		35. Which drainage areas encompass LID49 and LID53? And LID54 and LID55?	DOEE-J. Bautista	D	See response to 21					
36		36. Why is DA13 only limited to the curb inlets?	DOEE-J. Bautista	D	See response to 21					
37		37. Why are there gaps with no LID practices or planting strip between LIDS 55 & 57, and 54 & 56?	DOEE-J. Bautista	D	The areas with no LID practice are either areas at high point or with significant utility constraints, will clarify in the report.					
	DAM-5	Sheet DAM-5								
38		38. The intersection of 12th Street SE and Sycamore Dr SE is missing DA designations and/or labeling.	DOEE-J. Bautista	A	It is DA 14 . This is one of the area that does not drain to an LID. Adding labels to DAM 5.					
39		39. What drainage areas are LID58 and LID59 located in?	DOEE-J. Bautista	D	See response to 21					
40		40. Are the LID practices mislabeled for LID60, LID61 & LID62 (Sheet DAM-6)? It looks like LID60 was labeled twice.	DOEE-J. Bautista	D	They continue on to DAM-6. As indicated before the label LID-# encompasses all the LID within the drainage area.					

Project #: 666904		Discipline: STORMWATER MANAGEMENT REPORT			SC	Reviewer:		2/11/2016		Final Disposition	
Item #	Dwg / Pg #**	Comments	Reviewer		Init. Code #	Response	Response by:	Code	Date		
		a. Is there a reason for the gaps between the LID practices? Sheet DAM-6	DOEE-J. Bautista		D	Utility conflicts					
41		41. What is the reason for no LID practices in DA15?	DOEE-J. Bautista		C	This area will be part of the 13th street design and it will be widened and facilities will be constructed then. Added explanation in drainage report of transition and future full section.					
42		42. DA 15 looks like it should be two separate drainage areas. Sheet DAM-7	DOEE-J. Bautista		C	The drainage are shown is not for inlet sizing but to demonstrate the area that will not get to the LID. See above note on transition.					
43		43. How will bioretention underdrains connect to the storm sewer in LID11 and LID12? There are no adjacent inlets shown.	DOEE-J. Bautista		C	Cypress will be continuing east on phase 2 the underdrains will connect to the storm drain inlets on Cypress to the east. This will be a phasing issue which will be addressed at the 100% Stage. See note in 41.					
44		44. What are the drainage areas for LID6 and LID8? LID9 and LID10? LID11 and LID12? LID13 and LID14? Sheet DAM-8	DOEE-J. Bautista		D	See response to 21					
45		45. The BMP in LID30 is undersized. Can this bioretention be made larger?	DOEE-J. Bautista		C	The areas with no LID practice are either areas at high point or with significant utility constraints, will clarify in the report.					
46		46. What are the drainage areas for LID27 and LID29? LID30 and LID31? LID15 and LID16?	DOEE-J. Bautista		D	See response to 21					
47		47. Are LID32 and LID33 in drainage area DA21? Sheet DAM-9	DOEE-J. Bautista		D	See response to 21					
48		48. The BMP in LID40 is undersized. Can this bioretention be made larger?	DOEE-J. Bautista		C	The areas with no LID practice are either areas at high point or with significant utility constraints, will clarify in the report.					
49		49. What are the drainage areas for LID38 and LID39? LID36 and LID37? LID35 and LID34?	DOEE-J. Bautista		D	See response to 21					
50		50. What is the reason for no LID practices between LID38 and LID40? Sheet DAM-10	DOEE-J. Bautista		D	There is significant utility conflicts. See the 65% set for utilities. Also this is a high point for the basin.					



EXECUTION COPY

**ATTACHMENT A**

[Tri-Party MOU attached]

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT,  
THE DISTRICT DEPARTMENT OF TRANSPORTATION AND THE DISTRICT  
OF COLUMBIA DEPARTMENT OF GENERAL SERVICES**

**DESIGN AND CONSTRUCTION OF THE TRANSPORTATION  
INFRASTRUCTURE FOR THE  
EAST CAMPUS OF SAINT ELIZABETHS**

**This Memorandum of Understanding** (this “**MOU**”), dated as of this 12<sup>th</sup> day of February, 2016 (the “**Effective Date**”), is made between the District of Columbia Deputy Mayor for Planning and Economic Development (“**DMPED**”), the District of Columbia Department of Transportation (“**DDOT**”) and the District of Columbia Department of General Services (“**DGS**”), DMPED, DDOT and DGS being collectively referred to herein as the “**Parties**” and individually, as a “**Party**.”

**WHEREAS**, DMPED, the lead agency for the Saint Elizabeth’s Redevelopment Initiative created by Mayor’s Order 2011-109, is charged with the planning and development of the Saint Elizabeth’s East Campus, located at 1100 Alabama Ave, SE, Washington, DC (the “**East Campus**”);

**WHEREAS**, DMPED and DDOT entered into a Memorandum of Understanding (the “**Original DDOT MOU**”) on February 8, 2013, setting forth the relationship and process for the development of the Transportation Infrastructure and Utility Improvements within the areas to be transferred or dedicated as public right of way (the “**ROW**”) on the East Campus, which MOU is attached hereto as **Exhibit A**;

**WHEREAS**, pursuant to the terms of the Original DDOT MOU, DMPED transferred Fifty-Eight Million no/100 Dollars (\$58,000,000.00) (the “**Stage 1 Infrastructure Funding**”) to DDOT to pay for the design and construction of the Stage 1 Transportation Infrastructure and Utility Improvements, which was to be undertaken by DDOT (the “**Stage 1 Infrastructure Project**”);

**WHEREAS**, DDOT has expended a portion of the Stage 1 Infrastructure Funding to pay for out-of-pocket costs relating to the planning for the Stage 1 Infrastructure Project (the “**DDOT Accrued Costs**”), which DDOT Accrued Costs total \$479,325.75, plus two Purchase Orders aggregating \$920,000, for a total of \$1,399,325.75 are detailed in **Exhibit B** attached hereto;

**WHEREAS**, DDOT projects that it will expend an additional sum of \$622,000.00 for future costs related to Phase 1 of the Stage 1 Infrastructure Project (the “**Stage 1 Phase 1 Infrastructure Project**”) during the period of Fiscal Years 2016 and 2017 (“**Projected Future DDOT Stage 1 Phase 1 Costs**”), which Projected Future DDOT Stage 1 Phase 1 Costs are detailed in a budget therefor attached hereto as **Exhibit C**.

**WHEREAS**, DMPED and DDOT desire that the terms of this MOU shall amend, supersede and restate the terms of the Original DDOT MOU; provided, however, that those provisions of the Original DDOT MOU concerning accounting for goods and services provided and return of funds, including, without limitation, Sections 11.B.iv and 12 thereof, specifically survive and are incorporated into this MOU by reference;

**WHEREAS**, the Parties desire that the Department of General Services (“**DGS**”) serve as the replacement design, construction and project management lead for the Stage 1 Infrastructure Project in lieu of DDOT, it being understood that some of the services to be rendered by DGS relate to Phase 1 of the Stage 1 Infrastructure Project and other services will relate to Phase 2 of the Stage 1 Infrastructure Project (the “**Stage 1 Phase 2 Infrastructure Project**”);

**WHEREAS**, the Parties desire that DDOT continue to provide some technical assistance to DMPED and DGS relating to the planning and construction of the Stage 1 Phase 1 Infrastructure Project, as set forth in this MOU;

**WHEREAS**, in light of the changing roles of the Parties, pursuant to this MOU DDOT will transfer to DMPED funds in the amount of \$55,978,674.25 (the “**Remaining Infrastructure Funds**”); and

**WHEREAS**, pursuant to this MOU, DMPED desires to advance the Remaining Infrastructure Funds in the amount of \$55,978,674.25 (the “**DGS Payment**”) to DGS to fund the continuation of the work on the Stage 1 Infrastructure Project by DGS.

**NOW THEREFORE**, the Parties hereby agree to enter into this MOU with the following terms:

1. **DEFINED TERMS.** Except as otherwise provided herein, all terms used in this MOU shall have meanings ascribed in this MOU.
2. **RESPONSIBILITIES OF DDOT**
  - A. No later than ten (10) business days after the Effective Date, DDOT will transfer to DMPED the Remaining Infrastructure Funds in the amount of Fifty Five Million Nine Hundred Seventy Eight Thousand Six Hundred Seventy Four and 25/100 Dollars (\$55, 978,674.25).
  - B. DDOT shall be responsible for providing the following services in accordance with the project schedule attached as **Exhibit D** (the “**Project Schedule**”):
    1. Assistance to DGS and DMPED during the design phase to confirm the Stage 1 Phase 1 Infrastructure Project, as designed, is in compliance with all DDOT standards for public streets, including:

- a. Technical assistance during final design, including design plan review;
  - b. Traffic signal design review and approval;
  - c. Street light design review and approval;
  - d. Right-of-way review and participation in utility coordination;
  - e. Additional public spaces, such as sidewalks; and
  - f. Provide any DMPED-DGS requested document review, within fifteen (15) business days.
2. Assistance to DGS and DMPED during the construction phase to confirm the Stage 1 Phase 1 Infrastructure Project, as constructed, is in compliance with DDOT standards, including:
- a. Quality control report review;
  - b. Random construction QA inspection;
  - c. As-built plan review;
  - d. Traffic signal termination/activation;
  - e. Final acceptance walk-throughs on each roadway element; and
  - f. Coordination with utility providers for the transfer of the utilities constructed or installed as part of the Stage 1 Infrastructure Project to the applicable utility providers.
3. DDOT shall provide DGS with comments on the RFP (hereinafter defined) by no later than fifteen (15) business days after request therefor.
- C. DDOT will support DMPED and DGS by participating in discussions concerning the local District of Columbia environmental and Section 106 historic preservation compliance processes during the State 1 Infrastructure Project.
- D. DDOT will coordinate with DMPED and DGS in connection with taking such actions as are necessary by DDOT in order that it designate and accept the roadways and such other applicable features as public right-of-way once DGS has completed construction of the State 1 Phase 1 Infrastructure Project.

Such actions shall include inspection of the roadways to confirm that they are built to DDOT standards, review of acceptable plats and CAD files to be provided by DGS, and coordination with the District Surveyor to open the new streets.

- E. DDOT shall submit to DMPED and DGS copies of invoices, receipts, or other documentation to detail amounts spent on DDOT's Project Budget for the Accrued Costs and the Projected Future DDOT Stage 1 Phase 1 Costs on a monthly basis (the "**DDOT Monthly Accounting**"). DGS shall provide notice of any objection(s) to the DDOT Monthly Accounting within ten (10) business days of receiving the same from DDOT. With respect to the DDOT Project Budget portion of the DDOT Monthly Accounting, any changes due to work orders shall be reflected in amendments to the pertinent Project Budget line items. For those months where there are change orders, the Project Budget must be approved in writing by DMPED and DGS.
- F. DDOT shall be responsible for managing the Projected Future DDOT Stage 1 Phase 1 Costs so as to perform assistance tasks as described in this MOU for two (2) full years during the Stage 1 Infrastructure Project construction, it being understood that if DDOT is of the view that it will require funds in excess of the Projected Future DDOT Costs to accomplish its responsibilities hereunder, that DDOT shall have the right to request such additional funds in a Memorandum of Understanding supplemental to this MOU, but that neither DMPED nor DGS have any responsibility to advance any such additional funds absent such supplemental Memorandum of Understanding.

### **3. RESPONSIBILITIES OF DGS**

- A. Draft the Request for Proposals ("**RFP**"), including scope of work, for the Design-Build construction contract prepared for the Stage 1 Infrastructure Project on the East Campus in a manner based on the St. Elizabeths East Master Plan, the Transportation Network Improvements Plans and the Concept Infrastructure Report & Plans. DMPED shall have the right to approve the RFP and any supporting documents. DGS shall include the technical requirements for the street openings (plats and CAD files) in the RFP.
- B. In the event that it is determined that District of Columbia environmental review is required, DGS shall be responsible for conducting such work, subject to the availability of sufficient funds provided to DGS under this MOU to pay the costs of any such assessment.
- C. Determine how the construction of the Stage 1 Infrastructure Project in the future Public ROW on the East Campus will be staged to best serve the redevelopment of the East Campus based on the Mayor's priorities for the Saint Elizabeths Redevelopment Initiative, including proposing any changes to the Project Schedule attached hereto.

- D. Develop a budget and identify funds for the contract for the Stage 1 Infrastructure Project on the East Campus (it being understood that funds transferred pursuant to this MOU should be sufficient to cover all costs related to Phase 1 of the Stage 1 Infrastructure Project, but not sufficient to cover all costs related to Phase 2 of the Stage 1 Infrastructure Project, and that DGS may need to request future funds pursuant to a future MOU or amendment to this MOU in order to complete the Phase 2 work), a preliminary version of which budget is attached hereto as **Exhibit E** (the “**Preliminary DGS Infrastructure Project Budget**”), identify third-party or in-house construction manager, and describe reasonable DGS expenses related directly to the construction of the Stage 1 Infrastructure Project, which will serve as the basis for DMPED’s future transfer of the DGS Payment to DGS for the Stage 1 Infrastructure Project. DMPED shall have the right to approve the final budget (the “**Final Budget**”) which shall be based on the Preliminary DGS Infrastructure Project Budget. DGS shall not commence any activities provided for under this MOU or expend any funds transferred to DGS by DMPED under this MOU until DMPED shall have approved the Final Budget.
- E. Select the Design Build contractor for the Stage 1 Infrastructure Project (the “**Design-Build Contractor**”).
- F. Administer the contract with the Design-Build Contractor for construction of the Stage 1 Infrastructure Project. DMPED shall have the right to approve any material change orders, scope of work or task orders related to the contract with the Design-Build Contractor. DGS may reasonably determine whether a requested change is non-material or material; provided, however, it is expressly understood that any change that alters the Final Budget or project schedule are material, and shall be subject to DMPED consent. DGS shall promptly notify DMPED of any material changes.
- G. Coordinate with DMPED and DDOT staff on a regular basis. DGS shall transmit to DDOT acceptable plats and CAD files to enable DDOT to evaluate street openings.
- H. Upon request of DMPED, DGS shall provide DMPED with copies of all contracts and correspondence with the Design-Build Contractor, including (without limitation to) designs, reports, contracts, invoices, and task orders.
- I. DGS shall dedicate adequate DGS staff to manage the Design-Build Contractor to meet the deadlines agreed upon in the Project Schedule developed jointly with DMPED including, but not limited to, the daily schedule, communications, and all contractor’s deliverables and obligations.

- J. DGS shall provide DMPED with monthly progress reports that include a Project Schedule update on major milestones, tasks completed, anticipated issues and proposed solutions to resolve outstanding issues. DGS shall provide DMPED with reasonable advance notice of regularly scheduled progress meetings with the Design Build Contractor, and other meetings whenever reasonably practical. DMPD understands that DGS will be managing the contract and all directions shall be given by DGS to the Design Build Contractor. Therefore, DMPED shall make all requests through the DGS representative in a manner consistent with this MOU. The contract shall provide that, in the event that DMPED or any other District government representative provides direction to the contractor or any subcontractor under the contract, any such directions to DMPED shall not bind DGS until approved by DGS in writing.
- K. DGS review of any requested document reviews requested by DDOT or DMPED shall take no longer than fifteen (15) business days, unless otherwise agreed by the Parties.

#### **4. RESPONSIBILITIES OF DMPED**

- A. With regard to the work to be performed by DDOT hereunder, DMPED shall have the right to review and approve the Project Schedule, the DDOT Accrued Costs and the budget for the Projected Future DDOT Costs, and, once available, any material changes to the scopes of work, Project Schedule or the budget for the DDOT Accrued Costs and the Projected Future DDOT Costs,
- B. With regard to the work to be performed by DGS hereunder, DMPED shall have the right to review the RFP and supporting documents, the Budget for DGS Infrastructure Costs, the Project Schedule, the contract with the Design Build Contractor, any material changes to any of these documents, and, when available, all other material construction contracts for the Stage 1 Infrastructure Project work.
- C. Work with existing utility providers to provide utility services to the East Campus under the terms of agreements with water, sewer, electricity, and other utilities, and to coordinate with DDOT and DGS with respect thereto.
- D. DMPED shall fund the DGS Payment in the amount \$55,978,674.25 to DGS in a single lump sum payment in accordance with the provisions of this MOU to fund the costs of the Stage 1 Infrastructure Project.
- E. DMPED shall promptly inform DGS and DDOT of any changes in the redevelopment effort that may impact the Stage 1 Infrastructure Project.

F. DMPED shall devote sufficient staff to perform its obligations under this MOU.

G. DMPED shall review any documents requested by DDOT and DGS within fifteen (15) business days.

## 5. COST OF SERVICES

The total cost for services provided by DDOT under this MOU shall not exceed the total of the DDOT Accrued Costs and the Projected Future DDOT Costs \$2,021,325.75. Funding for the services to be performed by DDOT hereunder shall not exceed the actual cost of goods and/or services provided during Fiscal Years 2016 and 2017 or no later than January 31, 2018, based on the actual number hours spent at the rates and for those personnel identified in the DDOT Accrued Costs attached hereto as Exhibit B and the Projected Future DDOT Costs attached hereto as Exhibit C.

The total cost for services provided by DGS under this MOU shall not exceed the amount of the DGS Payment \$55,978,674.25. Funding for the services to be performed by DGS hereunder shall not exceed the actual cost of goods and/or services provided based on the actual number of hours spent at the rates and for those personnel identified in the Preliminary Budget for DGS Infrastructure Project attached as Exhibit E.

## 6. PAYMENT

A. The return of funding in the amount of the Remaining Infrastructure Funds by DDOT to DMPED shall be made through an Intra-District transfer by DDOT to DMPED in a single lump-sum amount within ten (10) business days after the Effective Date of this MOU.

1. Funding retained by DDOT in the amount of the DDOT Accrued Costs and Projected Future DDOT Costs for the services to be performed under this MOU by DDOT shall not exceed the total of the DDOT Accrued Costs and the Projected Future DDOT Costs. DDOT shall only apply such funds for those goods and/or services actually provided pursuant to the terms of this MOU. DDOT shall notify DMPED within forty-five (45) days of the end of the current fiscal year if it has reason to believe that all of such advanced funds will not be billed during the current fiscal year. DDOT shall return any excess of such funds to DMPED within thirty (30) days after the expiration or earlier termination of this MOU.
2. DDOT shall submit monthly reconciliations, which shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all DDOT personnel time expended during the previous month; and (3) actual

cost of overhead, which shall explain the amounts expended for that period.

- B. The funding of the DGS Payment by DMPED to DGS shall be made by a single Intra-District transfer by DMPED to DGS in a single lump-sum payment by no later than ten (10) business days after the later of (i) the Effective Date of this MOU, or (ii) the date that DMPED receives the Remaining Infrastructure Funds from DDOT.
1. DGS shall only apply such funds for those goods and/or services actually provided pursuant to the terms of this MOU. DGS shall return any excess of such funds to DMPED within thirty (30) days after the expiration or earlier termination of this MOU.
  2. DGS shall submit monthly reconciliations, which shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all DGS personnel time expended during the previous month; and (3) actual cost of overhead, which shall explain the amounts expended for that period.

#### **7. EFFECTIVE DATE**

This MOU shall be effective on the date on which the MOU is fully executed by the Director of the Department of Transportation, the Director of the Department of General Services and the Deputy Mayor for Planning and Economic Development, or his/her respective designees.

#### **8. PROCUREMENT PRACTICES REFORM ACT**

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01 *et seq.*) to procure the goods or services of the agent or third party.

#### **9. TERM; EXTENSION**

- a. The MOU will remain in force, unless terminated earlier pursuant to Section 11 herein, until **September 30, 2017**, unless terminated in writing by the Parties pursuant to Section 13 of this Amended MOU.
- b. The Parties may extend the term of this MOU by exercising, in a written document signed by all Parties, a maximum of two (2) one year option periods. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a year.

The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

#### **10. COMPLIANCE AND MONITORING**

The Parties agree to comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated and to observe and perform any contracts, delegations, assignments or other agreements entered into by DDOT or DGS in furtherance of this MOU. Both DDOT's and DGS's administration of the expenditure and use of the funds will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

#### **11. RECORDS AND REPORTS**

DDOT and DGS shall maintain records and receipts for the expenditures of all funds provided for a period of no less than three years from the date of expiration or termination of this MOU and upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of DMPED and other officials as may be specified by the District of Columbia in its sole discretion.

#### **12. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations and policies. Information received by any Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Parties.

#### **13. AMENDMENTS AND MODIFICATIONS**

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

#### **14. PROVISIONS FOR TERMINATION**

Any of the Parties may terminate this MOU with regard to its own duties and obligations under this MOU (and not with regard to the duties or obligations of the remaining two Parties each to the other) in whole or in part by giving thirty (30) calendar days' advance written notice to the other Parties. In the event of termination of this MOU, payment to DMPED shall be held in abeyance until all required fiscal reconciliation is completed, but not later than September 30 of the then current fiscal year.

#### **15. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k); D.C. Official Code § 10-551.01, *et seq.*; D.C. Official Code § 50-921.04; Mayor's Order 2011-109.

**16. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this Amended MOU, or any subsequent agreement entered into by the parties pursuant to this Amended MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341 *et seq.*, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**17. RESOLUTION OF DISPUTES**

The Deputy Mayor for Planning and Economic Development, the Director of the District Department of Transportation, and the Director of the Department of General Services, or their respective designees, shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of the City Administrator.

**18. NOTICES**

The following individuals are the contact points for each Party under this MOU:

Deputy Mayor for Planning and Economic Development:

Sarosh Olpadwala  
1350 Pennsylvania Ave Suite 317  
Washington, DC 20004  
Phone: 202-727-6365

Department of Transportation:

Huntae Kim /Dawit Mulunch  
55 M Street SE Washington DC 20003  
Phone 202-671-4636  
Fax 202- 727-0650

District Department of General Services:

Vanassa Simmons  
Project Manager  
2000 14<sup>th</sup> Street NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 645-9012  
Email: Vanassa.simmons@dc.gov

***[Signature Page Follows]***

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

**DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT**

By:   
\_\_\_\_\_  
Brian T. Kenner  
Deputy Mayor for Planning and Economic Development

Date: Feb. 12, 2016

**DISTRICT DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Leif Dormsjo  
Director

Date: \_\_\_\_\_

**DISTRICT DEPARTMENT OF GENERAL SERVICES**

By: \_\_\_\_\_  
Christopher Weaver  
Director

Date: \_\_\_\_\_

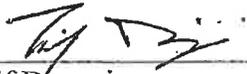
EXECUTION COPY 020916

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

**DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brian T. Kenner  
Deputy Mayor for Planning and Economic Development

**DISTRICT DEPARTMENT OF TRANSPORTATION**

By:  \_\_\_\_\_ Date: 2/11/16  
Leif Dormsjo  
Director

**DISTRICT DEPARTMENT OF GENERAL SERVICES**

By:  \_\_\_\_\_ Date: 12 FEB 16  
Christopher Weaver  
Director

**Exhibit A**

Original DDOT MOU Attached

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT  
AND  
THE DISTRICT DEPARTMENT OF TRANSPORTATION  
  
PLANNING FOR THE CONSTRUCTION OF THE TRANSPORTATION  
INFRASTRUCTURE FOR THE  
EAST CAMPUS OF SAINT ELIZABETHS**

**1. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is made between the District of Columbia Deputy Mayor for Planning and Economic Development (“DMPED”) and the District of Columbia Department of Transportation (“DDOT”), collectively referred to herein as the “Parties” and individually, as a “Party.”

The purpose of this MOU is to outline the relationship and process for the development of the roadway and utility infrastructure (“**Transportation Infrastructure and Utility Improvements**”) within the areas to be transferred or dedicated as DDOT Right Of Way (“ROW”) on the East Campus of Saint Elizabeths, located at 1100 Alabama Ave, SE, Washington, DC (the “**East Campus**”).

**2. PROGRAM GOALS AND OBJECTIVES**

A. DDOT, as the District’s transportation agency, shall be responsible for the design and construction of the transportation elements on the East Campus in accordance with the “Memorandum of Agreement Among the Federal Highway Administration, DDOT, DMPED, the District of Columbia Department of Planning, District State Historic Preservation Office, and the Advisory Council on Historic Preservation regarding the Transportation Improvements at St. Elizabeths Hospital East Campus, Within the District of Columbia” dated June 26, 2012 (the “**Transportation Section 106 MOU**”), the St. Elizabeths East Final Environmental Assessment dated June 2012 (“EA”), and this MOU.

B. DMPED, the lead agency for the Saint Elizabeths Redevelopment Initiative created by Mayor’s Order 2011-109, is charged with the planning and development of the East Campus. The Council for the District of Columbia has dedicated significant funding for fiscal years (“FY”) 2013-2016 for the redevelopment of the of East Campus, and DMPED has agreed to provide up to \$58 million in FY2013 and FY2014 to DDOT to pay for the Transportation Infrastructure and Utility Improvements, including payment of a Design Build contractor for the Transportation Infrastructure and Utility Improvements (the “**Design-Build Contractor**”) and DDOT expenses related to the construction of the Transportation Infrastructure and Utility Improvements. DMPED has agreed to transfer funds to DDOT through two transfers: (1) in FY2013, \$40 Million of the funds will be transferred to DDOT once the funds have been properly appropriated and (ii) in FY2014, monies to cover the remainder of the total contract amount (as determined in accordance with the terms of this

MOU) up to an additional \$18 Million, will be transferred from DMPED to DDOT once the funds have been properly budgeted and appropriated. Notwithstanding the foregoing, DDOT shall have no obligation to execute a third-party contract (“**Design Build Contract**”) with the Design-Build Contractor for the Transportation Infrastructure and Utility Improvements until all funds required for the third party contract have been properly appropriated, budgeted, and transferred to DDOT (not inclusive of any funds required to pay for any options under the Design Build Contract to complete additional phases of the Transportation Infrastructure and Utility Improvements, if such options are included in the Design Build Contract).

C. This MOU shall guide how DMPED and DDOT will work together collaboratively to accomplish the following:

- i. Draft, review and approve the Request for Qualifications (“**RFQ**”) & Request for Proposals (“**RFP**”), including scope of work, for the Design-Build construction contract prepared for the Transportation Infrastructure and Utility Improvements on the East Campus in a manner based on the St. Elizabeths East Master Plan, the Transportation Network Improvements Plans, the Concept Infrastructure Report & Plans and other applicable DDOT standards and guidelines.
- ii. Negotiate and enter into agreements with DC Water, Pepco, Washington Gas, and all relevant utility providers (“**Utility Providers**”) that establish the specifications and other requirements of each Utility Provider to construct and maintain utilities within ROW necessary to support the development of the East Campus. DMPED and DDOT will work together in good faith to negotiate and enter into the agreements with the Utility Providers prior to the issuance of the RFP; provided, however, in all events, the agreements will be negotiated and executed with the Utility Providers prior to the finalization of designs for the Transportation Infrastructure Improvements in order to ensure that, upon completion of construction, the Utility Providers will assume ownership, including maintenance responsibilities, of the relevant infrastructure. Agreements with the Utility Providers will also discuss any funding that will be provided by the Utility Providers.
- iii. Determine how the construction of the Transportation Infrastructure and Utility Improvements in the ROW on the East Campus will be staged to best serve the redevelopment of the East Campus based on the Mayor’s priorities for the Saint Elizabeths Redevelopment Initiative, including the development of a schedule for the construction.
- iv. Develop a budget and identify funds for the contract for the Design Build for the Transportation Infrastructure and Utility Improvements

on the East Campus, third-party or in-house construction manager, and reasonable DDOT expenses related directly to the construction of the Transportation Infrastructure and Utility Improvements, which will serve as the basis for DMPED's future transfer of up to \$18 Million in additional funds to cover the payment of Design Build Contract for the Transportation Infrastructure and Utility Improvements.

- v. Select the Design-Build Contractor for the Transportation Infrastructure and Utility Improvements.
- vi. Administer the Design Build Contract for construction of the Transportation Infrastructure and Utility Improvements on the East Campus.
- vii. Coordination of DMPED and DDOT staff.
- viii. Effectuate the intra-District transfer of the District owned property required by DDOT to create the ROW and to construct the Transportation Infrastructure and Utility Improvements to DDOT prior to the execution of the Design Build Contract, as well as the dedication of the streets on East Campus upon the Plan of Permanent System of Highways of the District of Columbia through the legislative process required by applicable law.

### **3. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree to the following roles and responsibilities:

#### **A. RESPONSIBILITIES OF DDOT**

- i. DDOT, jointly with DMPED, shall commence discussions with each Utility Provider to establish each Utility Provider's requirements for placement of utilities within the ROW and document these requirements in an agreement with each Utility Provider, working in good faith to have negotiated and executed all agreement with the Utility Providers prior to the issuance of the RFP.
- ii. DDOT shall work with DMPED to develop a budget for the Design Build Contract, third-party and in-house construction manager, and reasonable DDOT expenses related directly to the construction of the Transportation Infrastructure and Utility Improvements. DDOT shall not expend any of funds transferred by DMPED on DDOT staff and expenses until DMPED and DDOT have agreed upon a budget for

DDOT's reasonable expenses related directly to the Transportation Infrastructure and Utility Improvements.

- iii. DDOT shall be responsible for reviewing and approving the Design-Build RFQ, RFP and scope of work for the Transportation Infrastructure and Utility Improvements, inclusive of the Utility Providers requirements and the other priorities for the development of the East Campus identified by DMPED. DDOT shall not release the RFP or any other solicitation involving development for the East Campus, to the public, until DMPED has reviewed and DDOT has addressed any comments DMPED may have to the solicitation.
- iv. Subject to the receipt of budgeted and appropriated funds, DDOT shall select the Design-Build Contractor, and procure, administer, and manage the contract with the Design-Build Contractor, but DDOT may not make material changes to the task orders or the scope of work that will change the total contract amount (which shall not exceed the \$58 million budget) without DMPED's prior written consent. DDOT shall reasonably determine whether a requested change is non-material or material; provided, however, it is expressly understood that any changes in the scope of work or location of the ROW are material and shall be subject to DMPED's consent.
- v. Upon request, DDOT shall provide DMPED with copies of all contracts and correspondence with the Design-Build Contractor, including (without limitation to) designs, reports, contracts, invoices, and task orders.
- vi. DDOT shall dedicate adequate DDOT staff to manage the Design-Build Contractor to meet the project deadlines that are developed jointly with DMPED including, but not limited to, the schedule, communications, and all contractor's deliverables and obligations.
- vii. DDOT shall provide DMPED with monthly progress reports that include project schedule updates on major milestones, tasks completed, anticipated issues, and proposed solutions to resolve outstanding issues. In addition, DDOT will provide DMPED with an opportunity to attend all meetings and conference calls with the Design-Build Contractor and provide reasonable notice of such events.
- viii. Upon completion the Transportation Infrastructure and Utility Improvements and the Utility Provider's acceptance of their applicable utility improvements, DDOT shall issue public space permits to the Utility Providers in accordance with the DDOT Standards and Guidelines.

**B. RESPONSIBILITIES OF DMPED**

- i. DMPED, with DDOT's assistance, shall determine how the construction of the Transportation Infrastructure and Utility Improvements in the ROW on the East Campus will be staged to best serve the redevelopment of the East Campus based on the Mayor's priorities for the Saint Elizabeths Redevelopment Initiative, including the development of a schedule for the construction.
- ii. DMPED shall work with DDOT to develop a budget for the Design Build Contract, third-party and in-house construction manager, and DDOT expenses related to the construction of the Transportation Infrastructure and Utility Improvements.
- iii. Provided that adequate funds are appropriated and budgeted, (a) within five (5) business days of the execution of this MOU, DMPED shall transfer \$40 Million to DDOT and (b) on or shortly after October 1, 2013 (or such date of the funds are appropriated), DMPED shall transfer funds to cover the remainder of the Design Build Contract for the Transportation Infrastructure and Utility Improvements in amount not to exceed \$18 Million.
- iv. DMPED, jointly with DDOT, shall commence discussions with each Utility Provider to establish each Utility Provider's requirements for placement of utilities within the ROW and document these requirements in an agreement with each Utility Provider, working in good faith to negotiate and execute these agreements prior to the issuance of the RFP. DMPED will serve as the lead District agency in the discussions with the Utility Providers.
- v. DMPED shall promptly review and provide comments on the RFP and scope of work to be included in the contract with the Design-Build Contractor, and any task orders or changes in scope of work. If DMPED does not provide comments within three (3) business days on non-material changes to the task orders or scope of work, DDOT may proceed expeditiously with the construction schedule in the absence of comments. For any task orders or changes in the scope of work that are material (as determined by DDOT in accordance with Section 3(A)(iv) above), DMPED agrees to respond to requests for such material changes within five (5) business days of such request.
- vi. DMPED shall dedicate staff to participate in an advisory role in the procurement, selection and management of the Design-Build Contractor in accordance with this MOU and participate in discussions with the Utility Providers.

- vii. DMPED shall promptly notify DDOT of any changes in the budget set aside to fund the Design-Build Contractor.
- viii. DMPED agrees to effectuate the transfer of jurisdiction to DDOT of the District owned real property required for creation of ROW and construction of Transportation Infrastructure and Utility Improvements to DDOT prior to the execution of the Design Build Contract and to work with DDOT and the Office of the Surveyor to plat the streets on East Campus upon the Plan of Permanent System of Highways of the District of Columbia in accordance with applicable law. Further, DMPED will execute the documents or surveys required to dedicate the streets on East Campus upon the Plan of Permanent System of Highways of the District of Columbia and will lead the legislative process required by applicable law to dedicate the streets.
- ix. DMPED shall work with DDOT to determine how the construction of the Transportation Infrastructure and Utility Improvements in the ROW on the East Campus will be staged to best serve the redevelopment of the East Campus based on the Mayor's priorities for the Saint Elizabeths Redevelopment Initiative, including the development of a schedule for the construction.
- x. DMPED agrees to enter into a right-of-entry agreement with the Design-Build Contractor to enable the Design-Build Contractor to complete the work outside of the DDOT ROW on the East Campus required under its contract with DDOT. The right-of-entry agreement will require that the Design-Build Contractor indemnify the District and procure commercially reasonable amounts of insurance.
- xi. DMPED agrees to provide DDOT representatives' access to the East Campus to complete all of the activities contemplated under this MOU. Access shall be coordinated between the DMPED representative and the DDOT representative.

**4. FUNDING OF TRANSPORTATION INFRASTRUCTURE AND UTILITY IMPROVEMENTS**

**A. COST OF SERVICES**

- i. Provided that the funds are budgeted and appropriated, within five (5) business days of the execution of this MOU, DMPED shall transfer to DDOT \$40 Million in one lump sum to fund the costs associated with the Design Build Contract for the St. Elizabeths Transportation Infrastructure and Utility Improvements through an Intra District advance by DMPED to DDOT.

- ii. Provided that the funds are budgeted and appropriated, on or shortly after October 1, 2013 (or such date of the funds are appropriated), DMPED shall transfer funds to cover the remainder of the Design Build Contract for the Transportation Infrastructure and Utility Improvements (as determined in accordance with this MOU) in an amount not to exceed \$18 Million.
- iii. DDOT shall not expend any of funds transferred by DMPED on DDOT staff or expenses until DMPED and DDOT have agreed upon a budget for DDOT's expenses related to the Transportation Infrastructure and Utility Improvements.
- iv. The estimated costs associated with this MOU are described in Exhibit A.

**B. PAYMENT**

- i. Payment for all of the goods and services to be provided in FY2013 shall be made through an Intra-District advance by DMPED to DDOT as described in Section 4(A)(i); once funds are properly appropriated, payment for all of the goods and services to be provided in FY2014 shall be made through an Intra-District advance by DMPED to DDOT as described in Section 4(A)(ii).
- ii. DDOT shall submit copies of monthly invoices to DMPED, which shall explain the amounts expended for that period.
- iii. Advances to DDOT for the services to be performed and/or goods to be provided shall not exceed the amount of this MOU (\$58,000,000, of which not more than \$40,000,000 shall be advanced in FY2013 and not more than \$18,000,000 shall be advanced in FY2014).
- iv. DDOT will relieve the advance and bill DMPED through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. DDOT will return any excess advance to DMPED.
- v. All adjustments and/or disputes arising from services performed under this MOU shall be resolved by the Deputy Mayor and the Director of DDOT or their respective designees.

**5. EFFECTIVE DATE**

- A. This MOU shall be effective on the date on which the MOU is fully executed by both the Director of DDOT, or his/her designee, and DMPED, or his/her designee.
- B. The MOU will remain in force as described in Section 11, unless terminated earlier pursuant to Section 11 herein.

**6. PROCUREMENT PRACTICES ACT**

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01 et seq.) to procure the goods or services of the agent or third party.

**7. COMPLIANCE AND MONITORING**

The Parties agree to comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated and to observe and perform any contracts, delegations, assignments or other agreements entered into by DDOT in furtherance of this MOU. DDOT's administration of the expenditure and use of the funds will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

**8. RECORDS AND REPORTS**

DDOT shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three years from the date of expiration or termination of this MOU and, upon request, make these documents available for inspection by duly authorized representatives of DMPED and other officials as may be specified by the District of Columbia in its sole discretion.

**9. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Parties.

**10. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement executed by the Parties.

**11. PROVISIONS FOR TERMINATION AND EXPIRATION**

This MOU shall expire upon the later of: completion of construction of the Transportation Infrastructure and Utility Improvements or September 30, 2016. Either DDOT or DMPED may terminate this MOU in whole or in part by giving thirty (30) days written notice to the other Party or when it is in the best interest of either Party to do so based on the following grounds:

- (A) Lack of funding;
- (B) Changes in applicable laws;
- ✓ (C) Changes in the structure or nature of the program or Project; or
- (D) Elimination of the program, service or project supported by this MOU.

Upon the expiration or termination of this MOU, DDOT shall return any excess funds to DMPED within thirty (30) days of the end of the expiration or termination of this MOU. ✓

### 13. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k), 50-921.01 et seq. and Mayor's Order 2011-109.

### 14. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341 et seq., (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

### 15. NOTICE

The following individuals are the contact points for each Party under this MOU:

Deputy Mayor for Planning and Economic Development:

Catherine Buell  
1350 Pennsylvania Avenue, NW, Suite 317  
Washington, DC 20004  
Phone: (202) 538-1282  
Email: catherine.buell@dc.gov

District Department of Transportation:

Hayat Kelil-Brown  
55 M Street, SE, Suite 400  
Washington, DC 20003

Phone: 202-671-4636  
Email: [hayat.kelil-brown@dc.gov](mailto:hayat.kelil-brown@dc.gov)

**16. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

**17. COUNTERPARTS**

This MOU may be executed in counterparts, each separately and together constituting one and the same document. Execution and delivery of this MOU by electronic mail or facsimile shall be sufficient for all purposes and shall be binding on any party to this MOU.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:**

**DISTRICT DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Terry Bellamy  
Director

Date: \_\_\_\_\_

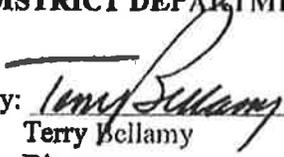
**Deputy Mayor for Planning and Economic Development**

By:   
Victor L. Hoskins  
Deputy Mayor

Date: 2-8-2013

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

**DISTRICT DEPARTMENT OF TRANSPORTATION**

By:   
Terry Bellamy  
Director

Date: 2/6/13

**Deputy Mayor for Planning and Economic Development**

By: \_\_\_\_\_  
Victor L. Hoskins  
Deputy Mayor

Date: \_\_\_\_\_

**EXHIBIT A**

**Estimated Costs in FY2013 and in FY2014**

<b><u>FY2013:</u></b>	Design/Construction	\$40,000,000.00
	DDOT Management	
	CM Management	
<b><u>FY2014:</u></b>	DDOT Management	\$18,000,000.00
	CM Management	
<b><u>TOTAL:</u></b>		----- \$58,000,000.00

**Exhibit B**

DDOT Accrued Costs

[Attached]

**Summary of DDOT Expenditures - FY 13 - FY15 YTD**

DDOT Labor	FY 2013	FY 2014	FY 2015 YTD	Total
Total:	77,371.31	124,835.73	72,930.84	275,137.88

**Overhead/Indirect Cost (Includes Fringe) and Accrued Expenses**

**176,422.70**

**Total Personnel Expenditures**

**451,560.58**

**CH2M Hill Expenditures (Engineering Services 2015)**

**27,765.17**

**Total DDOT Expenditures until FY15 YTD**

**479,325.75**





## Order No : PO536394 -KA0/IPMA/St. Elizabeth's East Campus

Issued on Thu, 07 Jan, 2016

**Supplier:**

CH2M HILL, INC.  
9191 South Jamaica Street  
Englewood, Co 80112-5946  
Phone: 703.376.5291  
Fax: 703.376.5010  
Contact: JIMMIE JENKINS

**Ship To:**

INFRASTRUCTURE PROJECT ADMINISTRATION ADMIN.  
55 M STREET, SE, 4TH FLOOR  
Washington, DC 20003  
United States

**Bill To:**

Office of the Associate Chief Financial Officer - Government Services Cluster  
2000 14th Street, NW, 6th Floor  
Washington, DC 20009  
United States

**Deliver To:**

Dawit Muluneh

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	St. Elizabeth's East Campus for DGS per DMPED		each	320,000	Thu, 24 Dec, 2015	\$1.00 USD	\$320,000.00 USD
	St. Elizabeth's East Campus for DGS per DMPED						
<b>Total</b>							<b>\$320,000.00 USD</b>

Bill To Contact: Sheila Wallace

If used in conjunction with a contract award, purchase order is placed in accordance with all provisions of Contract Number: DCKA-2013-T-0068

Requester: Dawit Muluneh

Delivery Date: Thu, 24 Dec, 2015

PR No.: RQ915723

### Comments

- Tarifa Brown, 12/17/2015:  
please see attachment (Tarifa Brown, Thu, 17 Dec, 2015)
- COMMENT by aribasystem on 01/07/2016  
\*\*\*\*GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. WWW.OCP.DC.GOV\*\*\*\*\* (aribasystem, Thu, 07 Jan, 2016)
- COMMENT by aribasystem on 01/07/2016  
FOB is Destination unless specified otherwise (aribasystem, Thu, 07 Jan, 2016)
- COMMENT by aribasystem on 01/07/2016  
ALL INVOICES SHALL BE SUBMITTED TO THE 'BILL TO' ADDRESS INDICATED ON THIS PURCHASE ORDER. INVOICES SHALL INCLUDE THE PURCHASE ORDER NUMBER, CONTRACT NUMBER (IF APPLICABLE), CONTRACTOR'S NAME AND ADDRESS, INVOICE DATE, QUANTITY AND DESCRIPTION OF GOOD(S) OR SERVICE(S) FOR WHICH PAYMENT IS BEING REQUESTED, REMITTANCE ADDRESS, AND CONTACT PERSON NAME AND PHONE NUMBER IF THERE IS A PROBLEM WITH THE INVOICE. INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Thu, 07 Jan, 2016)



# Order No : PO530835 -KA0/IPMA/St. Elizabeth East Campus Consulting Services

Issued on Fri, 09 Oct, 2015

**Supplier:**  
 CH2M HILL, INC.  
 9191 South Jamaica Street  
 Englewood, Co 80112-5946  
 Phone: 703.376.5291  
 Fax: 703.376.5010  
 Contact: JIMMIE JENKINS

**Ship To:**  
 INFRASTRUCTURE PROJECT ADMINISTRATION ADMIN.  
 55 M STREET, SE, 4TH FLOOR  
 Washington, DC 20003  
 United States

**Bill To:**  
 Office of the Associate Chief Financial Officer - Government Services Cluster  
 2000 14th Street, NW, 6th Floor  
 Washington, DC 20009  
 United States

**Deliver To:**  
 Dawit Muluneh

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	St. Elizabeth's East Campus CH2M Hill Task ...		each	600,000	Fri, 18 Sep, 2015	\$1.00 USD	\$600,000.00 USD
St. Ellzabeth's East Campus CH2M Hill Task Created for DGS per DGS and DMPED request. Req created as discussed with OCP							
Bill To Contact: Sheila Wallace If used in conjunction with a contract award, purchase order is placed in accordance with all provisions of Contract Number: DCKA-2013-T-0068 Requester: Dawit Muluneh Delivery Date: Fri, 18 Sep, 2015 PR No.: RQ903280							
<b>Total</b>							<b>\$600,000.00 USD</b>

## Comments

- Tarifa Brown, 09/11/2015:  
 please see attachment to support request (Tarifa Brown, Fri, 11 Sep, 2015)
- COMMENT by aribasystem on 10/09/2015  
 \*\*\*\*GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. WWW.OCP.DC.GOV\*\*\*\* (aribasystem, Fri, 09 Oct, 2015)
- COMMENT by aribasystem on 10/09/2015  
 FOB is Destination unless specified otherwise (aribasystem, Fri, 09 Oct, 2015)
- COMMENT by aribasystem on 10/09/2015  
 ALL INVOICES SHALL BE SUBMITTED TO THE 'BILL TO' ADDRESS INDICATED ON THIS PURCHASE ORDER. INVOICES SHALL INCLUDE THE PURCHASE ORDER NUMBER, CONTRACT NUMBER (IF APPLICABLE), CONTRACTOR'S NAME AND ADDRESS, INVOICE DATE, QUANTITY AND DESCRIPTION OF GOOD(S) OR SERVICE(S) FOR WHICH PAYMENT IS BEING REQUESTED, REMITTANCE ADDRESS, AND CONTACT PERSON NAME AND PHONE NUMBER IF THERE IS A PROBLEM WITH THE INVOICE. INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Fri, 09 Oct, 2015)

**Exhibit C**

Projected Future DDOT Costs

[Attached]

**Estimated DDOT Efforts During DGS Design and Construction of the ST. E project.**

Date: 1/29/16

Technical Assistance	Personnel	FY16 Time (hours)	FY17 Time (hours)	Loaded Unit Cost (\$)	Total Cost
Review proposed roadway plans	Senior Project Manager	100	100	\$ 92.00	\$ 18,400.00
	Project Manager	350	350	\$ 84.00	\$ 58,800.00
Traffic Signal Design Review/Approval	Senior Project Manager	50	50	\$ 92.00	\$ 9,200.00
	Project Manager	150	100	\$ 84.00	\$ 21,000.00
Street light design review/approval	Senior Project Manager	50	50	\$ 84.00	\$ 8,400.00
	Project Engineer	150	100	\$ 70.00	\$ 17,500.00
ROW cursory review	Senior ROW Coordinator	50	50	\$ 84.00	\$ 8,400.00
	ROW Coordinator	100	100	\$ 70.00	\$ 14,000.00
Participate in Utility coordination	Project Manager	100	100	\$ 84.00	\$ 16,800.00
	Senior Project Manager	50	50	\$ 92.00	\$ 9,200.00
	Permit Office Senior PM	50	50	\$ 84.00	\$ 8,400.00
	Permit Office PM	50	50	\$ 70.00	\$ 7,000.00
				<b>Sub-Total = \$ 197,000.00</b>	
Construction	Personnel	FY16 Time (hours)	FY17 Time (hours)	Loaded Unit Cost (\$)	Total Cost
Review QC reports/ random QA tests/As Built Review	Project Manager	150	150	\$ 84.00	\$ 25,200.00
	Project Engineer	150	150	\$ 70.00	\$ 21,000.00
Assign inspector/engineer to check for compliance (Proposed engineer Ola Igbo Osagie)	Senior Project Manager	100	100	\$ 92.00	\$ 18,400.00
	Project Manager	500	500	\$ 84.00	\$ 84,000.00
Traffic Signal Termination/Activation	Project Engineer	1500	1500	\$ 70.00	\$ 210,000.00
	Senior Project Manager	150	150	\$ 84.00	\$ 25,200.00
Final acceptance walkthroughs on each element of the roadway	Project Engineer	0	50	\$ 70.00	\$ 3,500.00
	Project Manager	100	100	\$ 84.00	\$ 16,800.00
Participate in Utility coordination/Transfer	Project Engineer	150	150	\$ 70.00	\$ 21,000.00
				<b>Sub-Total = \$ 425,000.00</b>	
				<b>Grand Total = \$ 622,000.00</b>	

**NOTE: The estimate assumes a design build project delivery method by DGS and a two full year design/construction duration for FY 2016 and 2017, or no later than 1/30/2018**

**Exhibit D**

Project Schedule

[Attached]

## **ST. ELIZABETHS EAST CAMPUS STAGE 1 PHASE 1 INFRASTRUCTURE IMPROVEMENTS**

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*UPDATE OF MILESTONES AS OF JANUARY 26, 2016*

### Internal & external schedule milestones:

1. Site plan from Events DC by October 30 to meet 65% plan submittal deadline – still waiting for this site plan, but have eliminated Shadbush Lane to accommodate estimated site requirements.
2. Review comments back from agencies NLT 22 Jan 2016.
3. 65% plans and DOEE submittal uploaded on 26 January, 2016.
4. Waste Characterization reports and contaminated soils work completed 26 Jan 2016.
5. Stakeholder Coordination meeting at DGS January 27
6. RFP workshop 2 February 2016 at DGS.
7. Final plans comments and reports incorporated into plans and RFP 05 Feb 2016.
8. All MOU's and agreements signed by stakeholders and District by 08 Feb 2016.
9. Issuance of RFP on Friday, 12 Feb 2016.
10. Review comments back from DOEE NLT 15 Feb 2016.
11. RFP due date 25 March 2016.
12. NTP 1 to D/B team to complete 100% design NLT 29 April, 2016.
13. NTP 2 to D/B team to begin construction NLT 8 August 2016.
14. Construction completion Summer 2018.



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**Exhibit E**

Preliminary Budget for DGS Stage 1 Infrastructure Project

[Attached]

**Saint Elizabeth's Infrastructure Improvements**  
**Site Utilities, Roadways, Sidewalks, Haz-Mat & Building Demo**  
**2/5/2016**

<b>Hard Costs</b>		<b>Budget DRAFT</b>
1	Infrastructure Stage 1, Phase 1 (utilities, roadways, sidewalks)	\$ 39,784,504
2	Haz-Mat Allowance (as part of Stage 1, Phase 1)	\$ 1,250,000
6	Hard Cost Contingency (on items 1, 2, 3, 4, and 5)	\$ 3,277,602
7	Contractors Overhead and Profit (On items 1 through 6)	\$ 3,099,390
8	Performance Bond (On items 1 through 6)	\$ 442,800
9	CBE and Work Force Premiums (Included as line item costs)	\$ -
<b>Total Hard Costs</b>		<b>\$ 47,854,297</b>

<b>Soft Costs</b>		<b>Budget DRAFT</b>
7	CH2M Design Fees (Stage 1, Phase 1)*	\$ 2,906,819
8	Additional Soil Borings	\$ 95,000
9	Program Mgt fee (% of total design & construction of item 1)	2% \$ 853,821
11	Utilities/Tap Fees	\$ 1,000,000
12	Permit Fees Allowance	\$ 120,000
13	Builder's Risk Brokers Fee	\$ 30,000
14	Owner Contingency	6% \$ 3,118,737
15	<b>Total Soft Costs</b>	<b>\$ 8,124,377</b>

<b>Total Hard &amp; Soft Costs</b>	<b>\$</b>	<b>55,978,674</b>
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