

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

**DESIGN-BUILD SERVICES FOR  
ANACOSTIA SENIOR HIGH SCHOOL PARKING LOT**

**Solicitation #:DCAM-13-CS-0104**

**Addendum No. 2  
Issued: February 14, 2013**

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This Addendum Number 02 is issued by e-mail on February 14, 2013. Except as modified hereby, the Request for Proposals (“RFP”) remains unmodified.

**Item #1**

**Revised Substantial Completion Date:** The Substantial Completion Date for the Project is revised to May 15, 2013.

**Item #2**

**Site Visit:** Another site visit will be held on Tuesday, February 19, 2013, at 8:00 am. Visitors shall meet at the existing construction entrance gate at the north parking lot.

**Item #3**

**Form of Contract:** Attached to this Addendum is the Form of Contract. THE TERMS OF THE FORM OF CONTRACT SHALL PREVAIL OVER THE RFP. TO THE EXTENT THERE IS AN INCONSISTENCY BETWEEN THE FORM OF CONTRACT ISSUED HEREWITH AND THE RFP, THE FORM OF CONTRACT SHALL GOVERN.

**Item #4**

**Revised Bid Form:** Attached here is a revised Form of Offer Letter. Offeror should utilize this form in conjunction with the Schedule of Values provided with Addendum 1 in submitting their bids. Please note that two add/alternate prices are requested as well as a unit price.

**Item #5**

**Below is a list of questions received and the Department’s responses:**

1. 3<sup>rd</sup> party testing, by Owner, correct? **Response: Third party materials testing and inspection shall be provided by others, however, the Design-Builder shall be required to coordinate all site inspection visits.**

2. Stamped Eng Drawings, are they required? **Response: The bid documents have already been stamped. Any additional design documents prepared by the Design-Builder would need to be stamped.**
3. This is a tax exempt project, correct? **Response: The Department anticipates that the Project will qualify as tax exempt.**
4. Removal of unsuitable soil, would the Owner include unit prices on their bid form for the removal of this soil and replacement if this is needed. **Response: Offerors shall include in the base bid the costs of removal of unsuitable soils and replacement with stone backfill as reflected in the bid documents. Offerors shall also provide a unit price for the removal of an additional cubic yard and replacement with stone backfill. Please see Item #2 below for a revised bid form.**
5. Specs for the Ticket booth for the new roof, door, rolling shutter window, what internal finishings and electrics do require? **Response: The interior of the ticket booth shall be painted CMU. Please see sheets A4.20, E0.01, and T0.01 attached hereto to clarify electrical and technology scope of work for ticket booth and parking lot. Please note that security cameras are required. NOTE: The CAT6 lines shown going to the snack bar on sheet T0.01 are NOT included in the Design-Builder's Scope of Work.**
6. Dwg C 2.00 See note 3 for new fencing directs you to the arch plans, but no arch plans in the bid package? **Response: There are no existing architectural plans to further clarify the fencing. Offerors should utilize the civil drawings and specifications previously provided in clarifying the scope. In addition, see the attached sketch to clarify the additional fencing, gates, and turnstile needed.**
7. Work adjacent west public alley, please confirm scope. **Response: No work is required within this alley that is south of the school property. Work begins with the new pavement in the lot adjacent to the alley south of the property.**
8. External brick skin requirements see Owner's photo #9, do you have any specs? **Response: Offerors should include in their price the cost of brick to match the existing brick facades where tie in occurs.**
9. Playground any details? **Response: Offerors shall include in the base bid only sod in the playground area. Please provide an Add/Alternate price to furnish and install a poured in place safety surface (such as PebbleFlex) over stone sub-base throughout this area.**
10. Bike racks any details? **Response: Bidders shall assume that the (33) racks indicated on drawing C2.00 shall be Bison SFK102 Inverted U 2-Bike Storage Pods or approved equal.**
11. RFI 2252 calls for a 7" thick Concrete driveway, is that correct? Plus do you require any stone under it? **Response: The slab shall be 7 inches thick as indicated. Offerors should include in their bids 4 inches of sub-base stone.**
12. RFI 2251 Calls for a retaining wall its location the area detailed on photo 8, is this part of the project? **Response: Yes, the retaining wall is included in the Design-Builder's Scope of Work.**
13. Permits by the Owner, correct? **Response: The Owner has obtained a building permit for the Project. Any and all other permits, including, but not limited to, trade permits, required for the Project shall be obtained and paid for by the Design-Builder.**

14. Addendum 1 “warranty the work that is currently in place” how long as it been there, what about the drains have they been tested? **Response: The work was installed during November and December 2012. See enclosed copies of all concrete test reports associated with the work in place.**
15. Does this RFP also include the work shown to take place in the small lot west of the Gym building on the south end of the property? **Response: Yes, all work indicated on the plans in the small lot west of the gymnasium building at the south end of the property, including the new Aqua-Guardian inlet, is included in the Design-Builder’s Scope of Work.**
16. Has the drainage piping at the north parking lot all been installed and tested? **Response: No. At this time, only the doghouse manhole and 15” RCP have been installed. All other piping/underdrain are included in the Design-Builder’s Scope of Work. Inspection of all such piping (including the doghouse manhole and 15” RCP) by DDOE is also included in the Design-Builder’s Scope of Work.**
17. Are weather days taken into account for the desired April 30, 2013, completion date? **Response: Please see Sections 5.2 and 5.3 of the Form of Contract. Also, please see Item #1 above.**

**Item #5**

**The bid date remains unchanged.** Proposals are due by **February 22, 2013 at 2:00 pm EST.** Proposals that are hand-delivered should be delivered to the attention of: Danyel Riley, Contract Specialist, at **Frank D. Reeves Center, 2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> floor, Washington, DC 20009.**

- End of Addendum No. 2 -

**DESIGN-ASSIST CONSTRUCTION AGREEMENT  
FOR DESIGN-BUILD SERVICES  
ANACOSTIA SHS PARKING LOT**

**THIS AGREEMENT** (“Agreement” or “Contract”) is made by and between the **DISTRICT OF COLUMBIA GOVERNMENT**, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “Department”) and **[SELECTED OFFEROR]**, duly organized under the laws of \_\_\_\_\_, and with a place of business at \_\_\_\_\_ (the “Builder”).

**A. PROJECT INFORMATION**

**Project Name:** Design-Build Services for the Anacostia SHS Parking Lot (the “Project”)

**Lump Sum Amount:** [Insert Bid Amount]

**Scope of Work:** Attached hereto as **Exhibit A**.

**Completion Date:** May 15, 2013

**Project Manager:** [INSERT NAME AND CONTACT INFORMATION]

**Liquidated Damages:** Five Hundred Dollars (\$500) per calendar day not to exceed Fifteen Thousand Dollars (\$15,000) in the aggregate.

**B. ATTACHMENTS**

**Exhibit A:**

- **Attachment A-1** - Civil Drawings
- **Attachment A-2** - Existing Conditions Survey
- **Attachment A-3** - CTI Test Reports
- **Attachment A-4** - Specifications
- **Attachment A-5** – RFIs
- **Attachment A-6** - Geotechnical Report

**Exhibit B:** Schedule of Values

**Exhibit C:** LSDBE Utilization Plan

**Exhibit D:** List of allowances

**Exhibit E:** Key Personnel

**Exhibit F:** Davis Bacon Act Wage Determinations

**Exhibit G:** Workforce Utilization Plan

**C. TERMS & CONDITIONS**

**SECTION 1 GENERAL PROVISIONS**

**Section 1.1 Relationship of Parties.** The Builder accepts the relationship of trust and confidence established with the Department by this Agreement, and covenants with the Department to furnish the Builder’s reasonable skill and judgment and to cooperate with the

Program Manager in furthering the interests of the Department. The Builder shall use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Department.

**Section 1.2 Project Description. Exhibit A** (the “Scope of Work”) provides a general description of the Project. The Builder understands and agrees that certain design documents have been prepared for the Project, but that such design documents are not fully completed, however, the Builder has submitted a bid to deliver a complete and fully functioning Project that meets the requirements of the Scope of Work. To the extent any design services are required to complete the Project (such as, but not necessarily limited to, the preparation of permit documents, shop drawings, etc.), the preparation of such design documents or drawings **are** included within the Builder’s scope of work.

**Section 1.3 Completion Date.** Subject to the Excusable Delay provisions of this Agreement, the Builder agrees to substantially complete the Project on or before the date set forth in the Project Information Section of this Agreement.

**Section 1.4 Project Manager.** The Department has assigned a Project Manager to oversee the Builder’s work. The name and contact information for the assigned Project Manager is specified in the Project Information section of this Agreement. The Builder shall take direction from, and coordinate its work with, the assigned Project Manager. The Builder acknowledges, however, that the Project Manager shall not be authorized to modify any of the rights or obligations of the Department or the Builder pursuant to this Contract, or to issue Change Orders or Change Directives.

**Section 1.5 Prolog.** The Builder shall utilize the Department’s Prolog system to submit any and all documentation required to be provided by the Builder for the Project, including, but not limited to, (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) proposed Changes; and (v) applications for payment. The Builder also shall require all major subcontractors and subconsultants to utilize prolog for the Project

## SECTION 2 PRECONSTRUCTION DELIVERABLES

**Section 2.1 Detailed Schedule.** Within seven (7) days of the issuance of a Notice to Proceed for Preconstruction Services, the Builder shall submit to the Department for its approval a schedule of Project. Such schedule shall include a schedule for submittals that is reasonably acceptable to the Project Manager.

**Section 2.2 Potential Subcontractors and Suppliers.** The Builder shall furnish to the Project Manager a list of the subcontractors and suppliers that will work on this Project as well as a general description of each such subcontractor’s scope of work. Within five (5) business days after such list is submitted, the Project Manager shall advise the Builder if it has any objection to any of the listed subcontractors or suppliers. In the event the Project Manager has a reasonable objection to any such subcontractor or supplier, the parties shall discuss such objection and agree on an appropriate course of action.

**Section 2.3 Design Services.** Prior to providing its bid for the Project, the Builder had an opportunity to review the design documents for the Project and to ascertain what additional services, if any, were necessary for the delivery of a fully functioning Project and has included in its lump sum price the costs of any necessary design services, and the Builder shall be required to provide, at no additional cost to the Department, such design services as are necessary to implement the Project. Within seven (7) days after this Agreement is signed, the Builder and the Project Manager shall agree upon the exact design services to be required.

**Section 2.4 Design Reviews/Submittals.** On or before the dates specified in the approved detailed schedule (see Section 2.1), the Builder shall submit the necessary design information (i.e. permit drawings, shop drawings, submittals, sketches, etc.) to the Project Manager for his review and approval. Unless a different timeframe is established in the approved detailed schedule, the Project Manager shall have five (5) business days to review such documents. In the event the Project Manager finds such documents to be unacceptable, the Builder shall be required to revise and resubmit such documents. The Builder shall not commence construction activities unless and until such documents have been approved by the Project Manager. Any delays that result from design resubmissions shall be considered Non-Excusable.

### SECTION 3 CONTRACT SUM

**Section 3.1 Lump Sum Price.** The Builder shall be paid a lump sum price in the amount set forth in the Project Information Section of this Agreement to Fully Complete the Project.

**Section 3.2 Nature of the Lump Sum Price.** The Builder acknowledges and understands that the Lump Sum Price is based on the Scope of Work included with **Exhibit A**. It is understood and agreed that the Lump Sum Price represents the Builder's offer to Fully Complete the Project. The parties acknowledge and agree that it is their intent to have the Builder to construct and deliver a fully functional facility as contemplated in the Scope of Work for the Lump Sum Price and consistent with the Project Schedule. In furtherance of such intent, the Builder hereby assumes the risks associated with and shall be responsible for (i) any changes in market conditions that affect the cost of labor or materials; (ii) coordination issues between the drawings; (iii) elements of work not shown on the Scope of Work, but which are reasonably inferable from the Scope of Work; (iv) cost associated with acceleration of the work and expediting of materials necessary to meet the Project Schedule which are the result of anything other than an Excusable Delay; and (v) the risk of subcontractor default.

**Section 3.3 Risks Assumed by Builder.** Execution of the Agreement by the Builder is a representation that the Builder has thoroughly examined the terms of this Agreement and the Scope of Work and has visited the Project site and has become familiar with local conditions under which the Work is to be performed. The Builder further represents that it has satisfied itself that it can undertake the work for the stated cost. Among other things, by entering into this Agreement, the Builder assumes the following risks: (1) the nature of the land and subsoil; (2)

the form and nature of the site and surrounding areas; (3) details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services; (4) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the Work; (5) the means of access to the site and any accommodation that may be required; (6) uncertainties of weather and physical conditions at the site; and in general to have itself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his performance of the Work.

**Section 3.4 Allowances.** To the extent that the Lump Sum Price includes one or more allowances identified on **Exhibit D**, the Lump Sum Price shall be adjusted (either upward or downward) by change order to reflect the actual cost of the work covered by such allowance.

**Section 3.5 Tax Exempt Status.** The Department expects that the Project will qualify as tax-exempt under the applicable laws, and such tax exemption shall be reflected in the Lump Sum Price.

**Section 3.6** Subject to the terms and conditions of this Agreement, the Lump Sum Price shall be increased by two percent (2%) if both of the objectives set forth below are met and shall be decreased by two percent (2%) if either or both of the objectives set forth below are not met. The objectives are as follows:

- .1 On-Time Completion.** Substantial Completion is achieved on or before May 15, 2013.
- .2 Cost Control.** The total amount paid to the Builder for Work performed under this Contract is less than or equal to the Lump Sum Price and regardless of any increases authorized by subsequent Change order) plus Twenty Five Thousand Dollars (\$25,000).

In determining whether these objectives have been met, the Department will evaluate whether the stated objectives have, in fact, been achieved. This decision shall be made regardless of the reason why the objectives have or have not been met, and the Builder acknowledges and agrees that the Builder can lose entitlement to such portion of the Lump Sum Price even if objectives are not met due to the fault of the Department, the Architect/Engineer, the Code Official, events of force majeure or otherwise.

#### SECTION 4 CONSTRUCTION PHASE

**Section 4.1 General.** The Construction Phase shall commence when the Project Manager issues a Notice to Proceed for Construction.

**Section 4.2 Mandatory Subcontract Provisions.** To the extent the Builder intends to subcontract a portion of the work, any subcontract in excess of \$25,000 shall include the following provisions:

- .1 that, to the extent of the Work or supply within the agreement's scope, the Subcontractor or supplier is bound to the Builder for the performance of all obligations which the Builder owes the Department under the Contract;
- .2 that the Subcontractor or supplier is not in privity with the Department and shall not seek compensation directly from the Department on any third-party beneficiary, quantum meruit, or unjust enrichment claim, or otherwise, except as may be permitted by any applicable mechanic's lien law;
- .3 that the Department is a third-party beneficiary of the subcontract or supply agreement, entitled to enforce any rights thereunder for its benefit;
- .4 that the Subcontractor or supplier consents to assignment of its agreement to the Department, at the Department's sole option, if the Builder is terminated for default;
- .5 that the Subcontractor or supplier shall comply immediately with a written order from the Department to the Builder to suspend or stop work;
- .6 that the Subcontractor or supplier shall maintain records of all Work it is requested or authorized to do on a time and material or cost-plus basis, or with respect to claims that it has asserted on a time and materials or cost-plus basis, during the Project and for a period of time specified in the General Conditions and requiring the Subcontractor or supplier to make those records available for review or audit by the Department during that time;
- .7 that the Subcontractor shall obtain and maintain, throughout the Project, workers' compensation insurance in accordance with the laws of the District of Columbia (This provision is not applicable to supply agreements.);
- .8 that, if the Department terminates the Contract for convenience, the Builder may similarly terminate the subcontract or supply agreement for convenience, upon seven (7) days' written notice to the Subcontractor or supplier, and that the Subcontractor or supplier shall, in such a case, be entitled only to the costs set forth in the Termination for Convenience provisions of this Agreement;
- .9 that the Department shall have the right to enter into a contract with the Subcontractor or supplier for the same price as its subcontract or supply agreement price less amounts already paid, if the Builder files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it;
- .10 that the Subcontractor or supplier shall not be entitled to payment for defective or non-conforming work, materials or equipment, and shall be obligated promptly to repair or replace non-conforming work, materials or equipment at its own cost;

**Section 4.3 Certified Subcontractors.** The Builder shall not substitute or replace any Subcontractor or supplier certified by the District of Columbia Department of Small and Local Business Development without the Department's prior written consent.

**Section 4.4 Payment by Joint Check in Certain Instances.** If it comes to the Department's attention that a Subcontractor or supplier has not been paid in timely fashion (other than for disputed amounts), and if the Builder fails to cure the problem within five (5) calendar days after the Department gives it written notice of the failure to pay, the Department may make payments to the Subcontractor or supplier and Builder by joint check.

**Section 4.5 Field Measurements.** Builder shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Builder. Once work is started, Builder assumes the responsibility and costs for the work and the cost of correcting work previously installed.

**Section 4.6 Warranty of the Construction Work.** The Builder warrants to the Department that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise expressly permitted in writing, that for the one (1) year period following the Substantial Completion Date the construction work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the Scope of Work and/or any approved design documents. The Builder's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

**Section 4.7 Extent of Responsibility and Soils Conditions.** The Builder shall be entitled to an equitable adjustment for differing site or soils conditions only to the extent that: (i) the subsurface conditions on or adjacent to the Project site differ materially from those indicated in the geotechnical reports provide to the Builder by the Department; or (ii) such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inhering to work of the character provided for in this Agreement.

**Section 4.8 Unsafe Materials and Hazardous Materials**

**Section 4.8.1** The Builder shall not bring, spill or release onto the site asbestos, PCBs, or any other Hazardous Material that is not customarily used in a facility of the type and similar to the Project, and shall bring to the Department's attention any specification of such Hazardous Materials in the design documents. If the Builder believes that anything in this Agreement would require that it use or bring onto the site asbestos, PCBs, or any Hazardous Material that is not customarily used in a facility of the type and similar to the Project, it shall immediately inform the Department and seek direction before proceeding.

**Section 4.8.2** If Hazardous Materials are discovered on the site, the Builder shall immediately inform the Project Manager of such discovery. Unless abatement of such Hazardous

Materials is expressly included in the Scope of Work or the approved design documents, the Builder shall be entitled to an equitable adjustment by virtue of such discovery.

**Section 4.9 Progress Meetings.** The Builder shall schedule and conduct at a minimum bi-weekly progress meetings at which the Department, the Program Manager and the Builder and appropriate Subcontractors can discuss the status of the Work.

**Section 4.10 Written Reports.** The Builder shall provide written reports to the Program Manager on the progress of the entire Work in accordance at least every other week.

**Section 4.11 Key Personnel.** To carry out its duties, the Builder shall provide at least the key personnel identified in Exhibit E to this Agreement, who shall carry out the functions identified in the Exhibit. The Builder shall not replace any of the key personnel without the Department's prior written approval, which shall not be unreasonably withheld.

**Section 4.12 Work by Separate Contractors.** Department reserves the right to perform construction or operations related to the Project with Department's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

**Section 4.13 Site Safety and Clean-Up.** The Builder will be required to: (i) provide a safe and efficient site, with controlled access; (ii) provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site; (iii) be responsible for site security; and (iv) be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required.

**Section 4.14 Close-out.** The Builder shall be required to prepare and submit at close-out a complete set of product manuals, warranties, etc. The Builder shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings.

**Section 4.15 Salvaged and Stored Items.** The Builder shall be responsible for salvaging and storing all items as identified by the Department.

**Section 4.16 Sediment and Erosion Control.** The Builder shall be responsible for installing sediment and erosion control measures, inclusive of, but not limited to: silt fencing, inlet protection, stabilized construction entrances, and other control measures.

**Section 4.17 Cutting and Patching.** The Builder shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching. The Builder shall not damage or endanger a portion of the Work or fully or partially completed construction of the Department or separate contractors by cutting, patching or otherwise altering such construction, or by excavation.

**Section 4.18 Correction of Work.**

**Section 4.18.1** The Department shall be at liberty to object and to require the Builder to remove forthwith from the Project site and the Work and to promptly replace the Superintendent, any foreman, technical assistant, laborer, agent, representative, or other person used by the Builder in or about the execution or maintenance of the Work, who in the sole opinion of the Department is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose performance in the Work is otherwise considered by the Department to be undesirable or unsatisfactory, and such person shall not be again employed upon the Project without the written permission of the Department or.

**Section 4.18.2** Builder shall promptly correct Work rejected by Department for failing to conform to the requirements of the Scope of Work or any approved design document or applicable law or regulations whether observed before or after the Project's completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements within a period of one (1) year from the date of completion or by terms of an applicable special warranty required by this Agreement.

**Section 4.18.3** If during the guarantee or warranty period, any material, equipment or system requires corrective Work because of defects in materials or workmanship, Builder shall commence corrective Work within forty-eight (48) hours after receiving the notice and work diligently until corrective Work is completed; provided, however, if such notice is received on the day before a weekend or a holiday, Builder will commence corrective Work on the next business day. If Builder does not, in accordance with the terms and provisions of the Contract Documents, commence all corrective Work within forty-eight (48) hours or if Builder commences such Work but does not pursue it in an expeditious manner, Department may either notify the bonding company (if any) to have such Work and/or obligations performed at no additional cost to Department or may perform such Work and/or obligations and charge the costs thereof to Builder.

**Section 4.19 Manufacturers' Warranties.**

**Section 4.19.1** Builder warrants that all manufacturers' or other warranties on all labor, materials and equipment furnished by Builder or a Subcontractor or supplier shall run directly to or will be specifically assigned to Department on demand or upon Project completion without demand. In the event any issue or defect which would be covered by any warranty arises but is not addressed by the grantor of the warranty, the Builder shall be required to act as the guarantor of the obligations under the warranty and to perform under the terms of the warranty.

**Section 4.19.2** Builder warrants that the installation of all materials and equipment shall be in strict accordance with the manufacturers' requirements or specifications.

**SECTION 5 CLAIMS FOR ADDITIONAL TIME**

**Section 5.1** Time is of the essence of this Contract.

**Section 5.2** The Builder will perform the Work so that it shall achieve Substantial Completion by the Substantial Completion Date. Unless the failure to achieve Substantial Completion by the Substantial Completion Date is a result of an Excusable Delay, as defined in Section 5.3, the delay shall be deemed Non-Excusable and the Builder shall not be entitled to an extension of time. Without limiting the generality of the foregoing, delays for the following reasons shall be regarded as Non-Excusable and shall not entitle the Builder to an extension of time:

- .1 Delays due to job site labor disputes, work stoppages, or suspensions of work;
- .2 Delays due to adverse weather, unless the Builder establishes that the adverse weather was of a nature and duration in excess of averages established by data from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the Project locale for the ten (10) years preceding the effective date of the Contract;
- .3 Delays due to the failure of the Builder or Subcontractors or material suppliers at any tier to perform in timely or proper fashion, without regard to concepts of negligence or fault; or
- .4 Delays due to Site conditions whether known or unknown as of the effective date of the Contract, foreseeable or unforeseeable at that time, naturally occurring or man-made; provided, however, that delays due to Differing Soils Conditions or Hazardous Materials Remediation shall be deemed an Excusable Delay.

**Section 5.3** The Builder shall be entitled to an adjustment in the Substantial Completion Date due to an Excusable Delay. The term "Excusable Delay" shall mean:

- .1 Delays due to adverse weather other than those that are classified as a Non-Excusable delay;
- .2 Delays due to acts of God, war, unavoidable casualties, civil unrest, and other similar causes of delay that are beyond the control of the Builder; provided, however, that in no event shall a Non-Excusable delay or the action of the Builder, or any of its employees, agents, Subcontractors or material suppliers be deemed an Excusable Delay; or
- .3 Delays caused by Differing Soils Conditions or Hazardous Materials Remediation.

In addition to the forgoing, a delay shall be deemed to be an Excusable Delay only to the extent that such delay (i) warrants an extension in the Substantial or Final Completion Date; (ii) has not been caused by the Builder or any of its employees, agents, Subcontractors or material suppliers;

(iii) is of a duration of not less than three (3) days; (iv) is on Project's critical path; and (v) is in addition to any time contingency periods set forth in the critical path.

**Section 5.4** If the Builder wishes to make a claim for an increase in the Contract time, written notice as provided herein shall be given. The Builder's claim shall include an estimate of the cost and of the probable effect of delay on the progress of the Work. In the case of continuing delay, only one claim is necessary.

## **SECTION 6 PAYMENT PROVISIONS**

**Section 6.1 Compensation.** The Builder shall be paid its compensation in a series of progress payments and a final payment. Progress payments shall be based on a schedule of values that is agreed upon by the Parties as well as the Program Manager's good faith estimate of the level of completion for each component of the schedule of values.

**Section 6.2 Schedule of Values.** The Builder has prepared the Schedule of Values attached hereto as **Exhibit B** which breaks down the Lump Sum Price for the various parts of the Work. The Schedule of Values shall be maintained in such a manner to provide a breakdown of the Lump Sum Price in enough detail to facilitate continued evaluation of applications for payment and progress reports. Large subcontracts shall be broken into several line items where, in the opinion of the Program Manager, such detail is necessary to properly track the progress of the Work. The proposed schedule of values shall also include separate line items for each part of the Work if so required by the Program Manager, which in general shall be required for mechanical systems, vertical transport systems, windows and structural steel. The Builder and the Program Manager shall meet as necessary to maintain the schedule of values for the Project in a manner acceptable to the Program Manager. No progress payments shall be made unless the then current Schedule of Values is acceptable to the Program Manager.

**Section 6.3 Retention.** The Department shall withhold from each progress payment an amount equal to ten percent (10%) of each progress payment. Once Substantial Completion has occurred, the Department will reduce the retention being withheld to an amount that is equal to Two Hundred percent (200%) of the Program Manager's good faith estimate of the remaining Work.

**Section 6.4 Documents Required with Application for Payment.** Each Application for Payment shall be accompanied by the Builder's job cost ledgers in a form satisfactory to the Department, the Subcontractors' and Suppliers' Applications for Payment on AIA Documents G702 and G703 or other form acceptable to the Department, and such other supporting documentation as the Department may reasonably request.

**Section 6.5 Timely Payment of Subcontractors.** Within seven (7) days of receiving any payment from the Department including amounts attributable to Work performed, or materials or equipment supplied, by a Subcontractor or supplier, the Builder shall either pay the Subcontractor or supplier for its proportionate share of the amount paid to the Builder for the Subcontractor's or supplier's Work or materials or equipment, or notify the Department and the

Subcontractor or supplier, in writing, of the Builder's intention to withhold all or part of the payment and state the reason for the withholding. All monies paid to the Builder under the Agreement shall be used first to pay amounts due to Subcontractors or suppliers supplying labor or materials for the Project and only money remaining after such payments are made may be retained by the Builder. Monies paid by joint check shall be deemed to have been paid fully to the Subcontractor or supplier named as a joint payee, unless the Department agrees otherwise in writing. Any interest paid to Subcontractors or suppliers because the Builder has failed to pay them in timely fashion shall not entitle the Builder to a Change Order.

**Section 6.6 Lien Waivers.** Each Application for Payment shall be accompanied by written waivers of the right to file a mechanic's lien and all other claims.

**Section 6.7 Submission.** On the twenty-fifth (25<sup>th</sup>) day of each month the Builder shall submit to the Department (with a copy to the Program Manager) an Application for Payment, which Application for Payment shall cover the entire month during which the Application for Payment is submitted. All amounts formally submitted via Application for Payment and not disputed by the Department shall be due and payable on the last day of the month following submission or, if that is not a business day, on the following business day.

**Section 6.8 Right to Withhold Payments.** The Department will notify the Builder within fifteen (15) days after receiving any Application for Payment of any defect in the Application for Payment or the Builder's performance which may result in the Department's declining to pay all or a part of the requested amount. The Department may withhold payment from the Builder, in whole or part, as appropriate, if:

- .1 the Work is defective and such defects have not been remedied; or
- .2 the Department has determined that the Builder's progress has fallen behind the Project Schedule, and the Builder fails, within ten (10) calendar days of the Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or
- .3 the Builder has failed to pay Subcontractors or suppliers promptly or has made false or inaccurate certifications that payments to Subcontractors or suppliers are due or have been made; or
- .4 any mechanic's lien has been filed against the Department, the site or any portion thereof or interest therein, or any improvements on the site, even though the Department has paid all undisputed amounts due to the Builder, and the Builder, upon notice, has failed to remove the lien, by bonding it off or otherwise, within ten (10) calendar days; or
- .5 the Builder is otherwise in substantial breach of this Agreement.

**Section 6.9 Payment Not Acceptance.** Payment of any progress payment or final payment shall not constitute acceptance of Work that is defective or otherwise fails to conform to the Contract, or a waiver of any rights or remedies the Department may have with respect to defective or nonconforming Work.

## **SECTION 7 INDEMNIFICATION.**

**Section 7.1** To the fullest extent permitted by law, the Builder shall indemnify and hold harmless the Department and the Department's consultants and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Builder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## **SECTION 8 CHANGES CLAUSE**

**Section 8.1 Changes Authorized.** The Department may, without invalidating the Contract, and without notice to or approval of any surety, order changes in the Work, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Builder via written Change Directive or Change Order.

**Section 8.2 Executed Change Directive/Change Order Required.** Only a written Change Directive or Change Order, executed by the Department, may make changes to the Contract. In particular, but without limitation, a written Change Directive or Change Order executed by the Department is the only means by which changes may be made to the Substantial or Final Completion Date, or the Lump Sum Price.

**Section 8.3 Department-Initiated Changes.** If the Department wishes to make a change in the Work or to accelerate the Work, it will execute and issue to the Builder a written Change Directive, either directing the Builder to proceed at once with the changed Work or directing it to not to proceed, but to inform the Department, in writing, of the amount, if any, by which the Builder believes that Substantial or Final Completion Date and/or the Lump Sum Price should be adjusted to take the Change Order or Change Directive into account.

**Section 8.4 Notice of Change Event.** The Builder must give the Department written notice of any Change Event within ten (10) calendar days of the date on which the Builder knew, or reasonably should have known, of the Change Event. To the extent available, the notice must state the nature of the Change Event and describe, generally, all changes in the Contract to which the Builder believes it is entitled. Such notice is an express condition precedent to any claim or request for adjustment to the Substantial or Final Completion Date, or the Lump Sum Price arising from the Change Event and, if the notice is not given within the required time, the

Builder will have waived the right to any adjustment to the Substantial or Final Completion Date or the Lump Sum Price arising from the Change Event.

**Section 8.5 Detailed Change Request.** Within twenty (20) days after giving notice of a change event, the Builder shall submit a written change request describing, in reasonable detail, all adjustments it seeks to the Substantial or Final Completion Date or the Lump Sum Price as a result of the Change Event. The change request shall include the same information as described in Section 8.3 with respect to any Contract changes the Builder seeks due to the Change Event, and the amount of any requested adjustment to the Lump Sum Price Sum shall be limited in accordance with that Subparagraph.

**Section 8.6 Markups.** For Changes to the Lump Sum Price, the following conditions shall apply:

**.1** For increases in the Work which the Builder is permitted to perform by Builder's own forces, the Lump Sum Price shall be increased by the sum of: (i) the Direct Cost of the Work; and (ii) a fee (covering home office overhead, field supervision, general conditions and profit) of fifteen percent (15%) of the sum due under (i);

**.2** For increases in the Work performed by Subcontractors, the Lump Sum Price shall be increased by the sum of: (i) the Direct Cost of the Work incurred by the Subcontractor for the changed Work; (ii) a fee (covering home office overhead and profit) equal to fifteen percent (15%) of the sum due under (i) above for the Subcontractor performing such Work; and (iii) a fee (covering the Builder's home office overhead, field supervision, general conditions and profit) of five percent (5%) of the sum of items (i) and (ii). Intervening tier Subcontractors shall be entitled to a mark-up of five percent (5%) (covering home office overhead, field supervision, general conditions and profit); provided, however, that in all situations and regardless of the number of tier Subcontractors involved, the maximum mark-up on the Direct Cost of the Work shall be twenty percent (25%) and provided, further, that the Builder shall not be entitled to the markup referred to in item (iii) on changes unless such changes exceed, either individually or in the aggregate, five percent (5%) of the Lump Sum Price.

**.3** When both additions and credits are involved in any one change in the Work, the Builder's Change Order and markup shall be figured on the basis of the net increase, if any.

**.4** Fee will not be paid by Department for overtime or weekend work unless overtime is requested in writing and approved in writing by Department.

**.5** The amount of credit to be allowed by Builder to Department for a deletion or change which results in a net decrease in the Lump Sum Price shall be

the Cost avoided as confirmed by Department plus fifteen percent (15%) for profit on the deleted work.

**Section 8.7 Failure to Agree.** If the Builder claims entitlement to a change in the Contract, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Contract, as it determines are appropriate pursuant to the Contract. The Builder shall proceed with the Work and the Department's directives, without interruption or delay, and shall make a claim as provided in Article 12. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Contract and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

**Section 8.8 Department's Designated Representative.** The Department designates Brian J. Hanlon, Director, Department of General Services, as its representative with express authority to bind the Department with respect to all matters requiring the Department's approval or authorization; provided, however, the Department's Associate Director, Contracts & Procurement Division, shall have the express authority to bind the Department for matters that are administrative in nature or of a value no greater than One Hundred Thousand Dollars (\$100,000). These representatives shall have the exclusive authority to make decisions on behalf of the Department concerning estimates and schedules, construction budgets, changes in the Work, and execution of Change Orders or Change Directives, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. In order for the Department to effectively manage the Project and assure that the Contractor does not receive conflicting instructions regarding the Work, the Contractor shall promptly notify the Department's representative upon receiving any instructions or other communication in connection with the Contractor's Work from any employee of the Department or other purported agent of the Department other than the Department's representative.

## **SECTION 9 LIQUIDATED DAMAGES**

**Section 9.1** If the Builder fails to achieve Substantial Completion by the Substantial Completion Date, the parties acknowledge and agree that the actual damage to the Department for the delay will be impossible to determine, and in lieu thereof, the Builder shall pay to the Department, as fixed, agreed and liquidated delay damages in the amount of set forth in the Project Information Section of this Agreement per day for each calendar day of delay for failure to meet the Substantial Completion Date. The Builder and the Department agree that the liquidated damages do not constitute, and shall not be deemed, a penalty but represent a reasonable approximation of the damages to the Department associated with a delay in the Project.

## **SECTION 10 INSURANCE AND BONDS**

**Section 10.1** The Builder will be required to maintain the following types of insurance

throughout the life of the contract. In the event that a claim for or related to the Project is made on any such policy or any other policy, the Design-Builder shall be responsible for the payment of any applicable deductible and shall not be entitled to an increase in Lump Sum for the costs of paying such deductible.

- .1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.
- .2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Builder, or its contractors and subcontractors at or in connection with the Work.
- .3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.
- .4 Builder’s risk insurance written on an “all risk” basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.
- .5 With respect to the design team, errors and omissions coverage written on a claims made basis and having an aggregate policy limit of at least Two Million Dollars (\$2,000,000).

**Section 10.2** Each insurance policy shall be issued in the name of the Builder and shall name as additional insured parties the Department and the District of Columbia, and the officers, agents and employees of each. Such insurance shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

**Section 10.3** All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

**Section 10.4** All such insurance policies shall be written by a company that is rated at least A- by A.M. Best and having a surplus size rating of at least XV and is licensed/approved to do business in the District of Columbia.

**Section 10.5 Performance Bond and Payment Bond.** The Builder shall, before commencing the Construction Phase, provide to the Department a payment bond and performance bond, each with a penal sum equal to the Lump Sum Price. Such bond shall remain in full force and effect until Final Completion is achieved and the Department shall be able to

draw upon such bond regardless of the amount paid by the Department to the Builder, even if such amount exceeds the penal value of such bond.

## **SECTION 11 ECONOMIC INCLUSION REQUIREMENTS**

**Section 11.1 LSDBE Utilization.** The Builder shall comply with the requirements of the approved LSDBE Utilization Plan attached as **Exhibit C.**

**Section 11.2 First Source Employment Act.** The Builder shall comply with subchapter III of Chapter 11 Title 1, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services (“DOES”) prior to beginning Work at the Project site.

**Section 11.3 Compliance with the Apprenticeship Act.** The Builder agrees to comply with the requirements of the Apprenticeship Act of 1946, D.C. Code §§ 32-1401, *et seq.* It is understood and agreed that thirty five percent (35%) of all apprentice hours for the Project must be District residents. If the Builder or any of its subcontractors fail to use its best efforts to meet this goal, the Builder or the subcontractor shall be subject to a penalty of five percent (5%) of the labor costs associated with the Contract.

**Section 11.4 Workforce Utilization Plan.** The Builder shall comply with the requirements of the approved Workforce Utilization Plan attached as **Exhibit G.** At least thirty five percent (35%) of the percentage labor hours for the Project must be performed by District of Columbia residents (such requirement, the Workforce Utilization Requirement). If the Department determines that the Builder has achieved the Workforce Utilization Requirement, the Builder shall be entitled to an incentive payment equal to one half of one percent (½%) of the Lump Sum Price.

## **SECTION 12 ALTERNATIVE DISPUTE RESOLUTION**

**Section 12.1 Notice of Claim.** If the Builder has complied with all provisions in Section 8.4 regarding changes, and the Department has denied the changes requested in a written Change Proposal, or has failed to respond to a written Change Proposal within thirty (30) days, and the Builder wishes to pursue a claim over the disputed item, it shall inform the Department, in writing, of its claim. The notice must be delivered to the Department within fifteen (15) days of the Department's decision, or within thirty (30) days of the written request for a Change Order, if the Department has failed to respond to the request. If the Builder wishes to assert a claim, as such term is defined in the General Conditions, over a dispute not arising from matters related to a Change Event, Change Order or Change Directive, the written notice of claim must be delivered within fifteen (15) days of the date the Builder knew or should reasonably have known of the events giving rise to the claim or dispute.

**Section 12.2 Contents of Notice.** The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. If the amount of time, compensation, or other damages sought is not reasonably ascertainable at the time, the Builder shall so state, explain why, and provide whatever estimates it can reasonably provide. The notice shall state clearly that the Builder intends to assert a claim in arbitration with respect to the claimed items.

**Section 12.3 Mediation.** Unless the parties hereafter otherwise agree, all disputes arising from or in connection with this Contract or its breach, or relating to the Project, whether framed in contract, tort or otherwise, shall first be referred to non-binding mediation in accordance with the American Arbitration Association's Construction Industry Mediation Rules. Within a reasonable time following the execution of the Contract, the Department, subject to the Builder's reasonable approval, shall appoint an independent mediator(s), which will be charged with overseeing the mediation process.

**Section 12.4 Procedures.** Unless the parties hereafter otherwise agree, all disputes arising under or in connection with the Agreement or its breach, or relating to the Project, whether framed in contract, tort or otherwise, and which are not resolved by mediation, shall be resolved by the District of Columbia Board of Contract Appeals in accordance with Title X of the *Procurement Practices Reform Act of 2010* (PPRA). However, if a third party brings any claim against the Department, including, without limitation, claims of infringement of patents, copyrights or other intellectual property rights, the Department may bring an action for defense or indemnification against the Contractor in the court in which such claim is being litigated.

## **SECTION 13 MISCELLANEOUS PROVISIONS**

**Section 13.1 Extent of Contract.** The Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Department and Builder and supersedes all prior negotiations representations or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Department and Builder. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

**Section 13.2 Ownership And Use of Documents.** The Drawings, Specifications and other documents prepared by the Builder's Architect/Engineer, and copies thereof furnished to the Builder, are for use solely with respect to this Project. They are not to be used by the Builder, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Department and the Architect/Engineer.

**Section 13.3 Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles.

**Section 13.4 Buy American Act Provision.** The Builder shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.

**Section 13.5 Davis-Bacon Act Provision.** The Builder agrees that the construction work performed under this Contract shall be subject to the Davis-Bacon Act (40 U.S.C. §§ 276a-276a-7). The wage rates applicable to this Project are attached as **Exhibit F**. The Builder further agrees that it and all of its subcontractors shall comply with the regulations implementing the Davis-Bacon Act and such regulations are hereby incorporated by reference.

**Section 13.6 False Claims Act.** Builder shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in District of Columbia Code § 22-2514.

**Section 13.7 No Third-Party Beneficiary Rights.** Nothing in this Agreement shall be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided in this Agreement.

**Section 13.8 Limitations.** The Builder agrees that any statute of limitations applicable to any claim or suit by the Department arising from this Contract or its breach shall not begin to run, or shall be deemed to be tolled, until Final Completion or, with respect to latent defects or nonconformities, such later time as the Department knew or should have known of the defect or nonconformity.

**Section 13.9 Binding Effect; Assignment.** The Contract shall inure to the benefit of, and be binding upon and enforceable by, the parties and their respective successors and permitted assigns. The Builder shall not assign its rights under the Contract, including the right to all or a portion of its compensation, without the Department's prior written consent. Any delegation or assignment made contrary to the provisions of this Paragraph shall be null and void.

**Section 13.10 Survival.** All agreements warranties, and representations of the Builder contained in the Contract or in any certificate or document furnished pursuant to the Contract shall survive termination or expiration of the Contract.

**Section 13.11 No Waiver.** If the Department waives any power, right, or remedy arising from the Contract or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events. No act, delay, or course of conduct by the Department shall be deemed to constitute the Department's waiver, which may be effected only by an express written waiver signed by the Department.

**Section 13.12 Remedies Cumulative.** Unless specifically provided to the contrary in the Contract, all remedies set forth in the Contract are cumulative and not exclusive of any other remedy the Department may have, including, without limitation, at law or in equity. The

Department's rights and remedies will be exercised at its sole discretion, and shall not be regarded as conferring any obligation on the Department's to exercise those rights or remedies for the benefit of the Builder or any other person or entity.

**Section 13.13 Entire Agreement; Modification.** The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective unless made in writing signed by both the Department and the Builder, unless otherwise expressly provided to the contrary in the Contract.

**Section 13.14 Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Agreement is intended to be severable.

**Section 13.15 Anti-Deficiency Act.** The Department's obligations and responsibilities under the terms of the Contract and the Contract Documents are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. Neither the Contract nor any of the Contract Documents shall constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

**Section 13.16 Termination for Default.** The Department may terminate the Contract for default if the Builder fails materially to perform any of its duties or obligations under the Contract. The Department must provide the Builder with written notice of its intent to terminate the Contract under this provision seven (7) days before actually putting the termination into effect. If the Builder has begun its curative action and has made progress satisfactory to the Department within the seven days, the Department may so notify the Builder and the termination will not take effect. Otherwise, the termination shall take effect after seven days without further notice or opportunity to cure.

**Section 13.17 Termination for Convenience** The Department may, upon seven (7) days written notice to the Builder, terminate the Contract in whole or specified part, for its convenience, whether the Builder is in breach of Contract or not. The notice of termination shall

state the effective date of termination, the extent of the termination, and any specific instructions. The Builder shall be entitled to receive only the following with respect to the terminated portion of the Project: (1) Cost of Work performed up to the date of termination; (2) reasonable costs of terminating outstanding subcontracts and supply agreements and other similar wind-up costs in a reasonable amount; (3) a fair and reasonable portion of the overhead and profit attributable to the Work performed on the terminated portion of the Project, up to the time of termination. In the event of a termination for convenience, the Builder shall not be entitled to profit on unperformed elements of the Work.

### **Section 13.18 Anti-Competitive Practices and Anti-Kickback Provisions.**

**Section 13.18.1** The Builder recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Builder shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The Department shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.

**Section 13.18.2** The Builder shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Builder shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the contract price charged by Builder or a Subcontractor of the Builder to the Department. The Builder shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Department may take any recourse available to it under the law for violations of this anti-kickback provision.

**Section 13.18.3** The Builder represents and warrants that it did not, directly or indirectly, engage in any collusive or other anti-competitive behavior in connection with the bid, negotiation or award of the Contract.

### **Section 13.19 Ethical Standards for the Department's Employees and Former Employees.**

**Section 13.19.1** The Department expects the Builder to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Builder, nor any person associated with the Builder, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Builder shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Builder may not assign to any former Department or District employee or agent who has joined the Builder's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter.

The Builder may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Builder shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

**Section 13.20 Gratuities and Officers Not To Benefit Provisions.**

**Section 13.20.1** If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Builder, or any agent or representative of the Builder, to any official, employee or agent of the Department or the District with a view toward securing the Contract or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Builder, terminate the right of the Builder to proceed under the Contract and may pursue such other rights and remedies provided by law and under the Contract.

**Section 13.20.2** In the event the Contract is terminated as provided in Section 13.20.1, the Department shall be entitled:

- .1 to pursue the same remedies against the Builder as it could pursue in the event of a breach of the Contract by the Builder; and
- .2 as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Builder in providing any such gratuities to any such officer or employee.

**Section 13.20.3** No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all agreements entered into by the authorized representative of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimus.

**Section 13.21 Covenant Against Contingent Fees Provisions.**

**Section 13.21.1** The Builder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a Commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Builder for the purpose of

securing business. For breach or violation of this warranty, the Department shall have the right to terminate the Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of the Department, percentage, brokerage of contingent fee.

**Section 13.22 Conformance with Laws.** It shall be the responsibility of the Builder to perform the Contract in conformance with the Department's Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Builder to determine the Procurement Regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Builder's obligations thereunder. This Section 13.22 shall apply during both the Design and Preconstruction Phase and the Construction Phase.

**Section 13.23 Warranties and Representations**

**Section 13.23.1** All disclosures, representations, warranties, and certifications the Builder makes in its proposal in response to the RFP shall remain binding and in effect throughout the term of the Contract. The Builder reaffirms that all such disclosures, representations, warranties, and certifications are true and correct.

**Section 13.23.2** If any disclosure, representation, warranty or certification the Builder has made or makes pursuant to the RFP or the Contract, including, without limitation, representations concerning the Builder's construction or design experience and qualifications, claims or litigation history or financial condition, is materially inaccurate, that shall constitute a material breach of the Contract, entitling the Department to all available remedies.

**Section 13.23.3** The terms and conditions of Section 13.23 shall apply during both the Preconstruction and Construction and Design Management Phases.

**Section 13.24 Responsibility for Agents and Contractors.** At all times and during both the Preconstruction and Construction Phases, the Builder shall be responsible to the Department for any and all acts and omissions of the Builder's agents, employees, Subcontractors, Sub-Subcontractors, material suppliers, and laborers, and the agents and employees of the Subcontractors, Sub-Subcontractors, material suppliers, and laborers performing or supplying Work in connection with the Project. This Section 13.24 shall apply during both the Preconstruction and Construction Phases.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**DEPARTMENT OF GENERAL SERVICES**, an agency within the executive branch of the Government of the District of Columbia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[COMPANY NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Attachment B

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services  
2000 14<sup>th</sup> Street, NW  
Washington, DC 20009

Att'n: Mr. Brian J. Hanlon  
Director

Reference: Request for Proposals  
Design-Build Services – Anacostia Senior High School Parking Lot

Dear Mr. Hanlon:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide Design-Build Construction Services for the Anacostia Senior High School Parking Lot. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal, the Lump Sum Contract Price (as defined in paragraph A), and the add/alternate and unit prices (as defined in paragraphs B, C and D) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal, the Lump Sum Contract Price and the add/alternate and unit prices are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. The Lump Sum Contract Price is: \$ \_\_\_\_\_

A Schedule of Values breaking down the Lump Sum Contract Price is attached hereto.

The Offeror acknowledges and understands that the Lump Sum Contract Price is a firm, fixed price to fully complete the work described in the RFP and attachments thereto and that such amount includes funding for work which is not describe in the RFP and attachments thereto but which is reasonably inferable therefrom.

B. Add/alternate price to install a parking control "arm" that activates with the use of a fob card already possessed by school staff (requires tie-in to the schools existing access control system). \$ \_\_\_\_\_

- C. Add/Alternate price for poured in place rubber surfacing in lieu of sod in play area. \$ \_\_\_\_\_
- D. Unit price for removal of a cubic yard of unsuitable soil and replacement with stone backfill. \$ \_\_\_\_\_
- E. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred twenty (120) days after the date of the bid.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.
4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]
6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business

Mr. Brian J. Hanlon

[DATE]

Page 3

Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

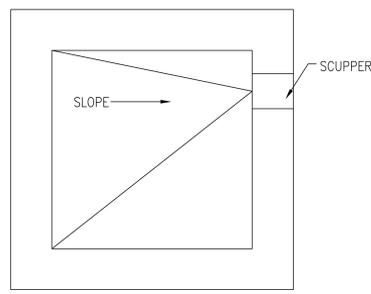
By: \_\_\_\_\_

Name: \_\_\_\_\_

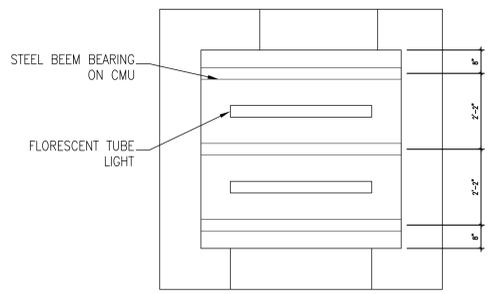
Its: \_\_\_\_\_

DATE	DESCRIPTION
1-19-2010	50% DD SUBMISSION
3-15-2010	FINAL DD (CMP) SUBMISSION
12-30-2010	PHASE 2 PERMIT SUBMISSION
2-18-2011	PHASE 2 IFC
2-18-2011	PHASE 2 PERMIT RESUBMISSION

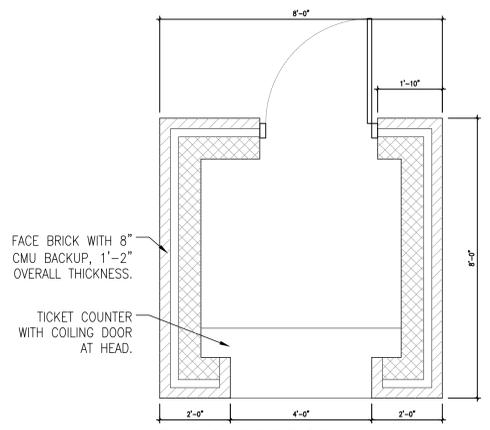
REVISIONS



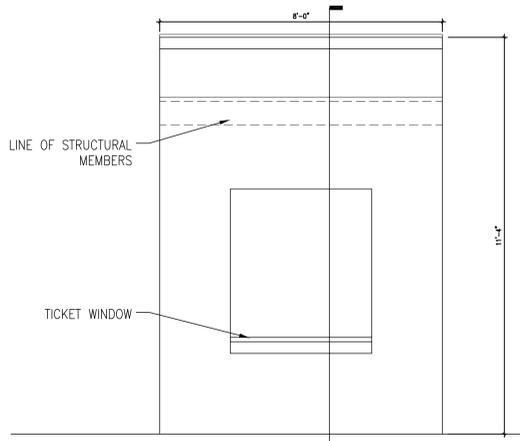
**1 TICKET BOOTH ROOF PLAN**  
A4.20 SCALE: 1/2" = 1'-0"



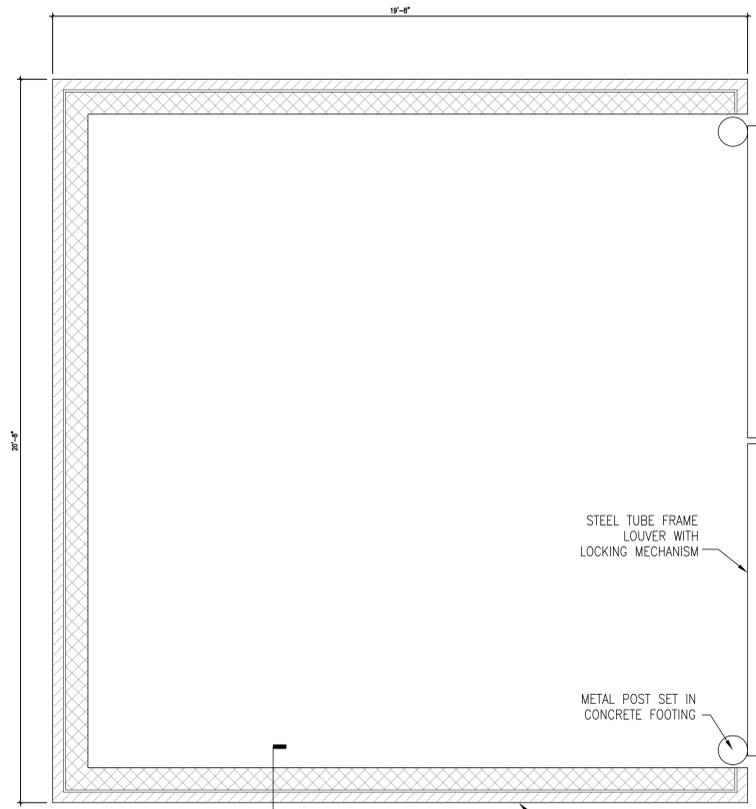
**2 TICKET BOOTH RCP**  
A4.20 SCALE: 1/2" = 1'-0"



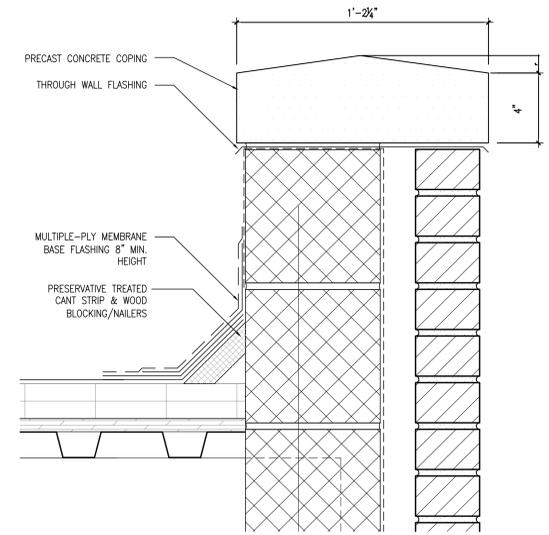
**3 TICKET BOOTH PLAN**  
A4.20 SCALE: 1/2" = 1'-0"



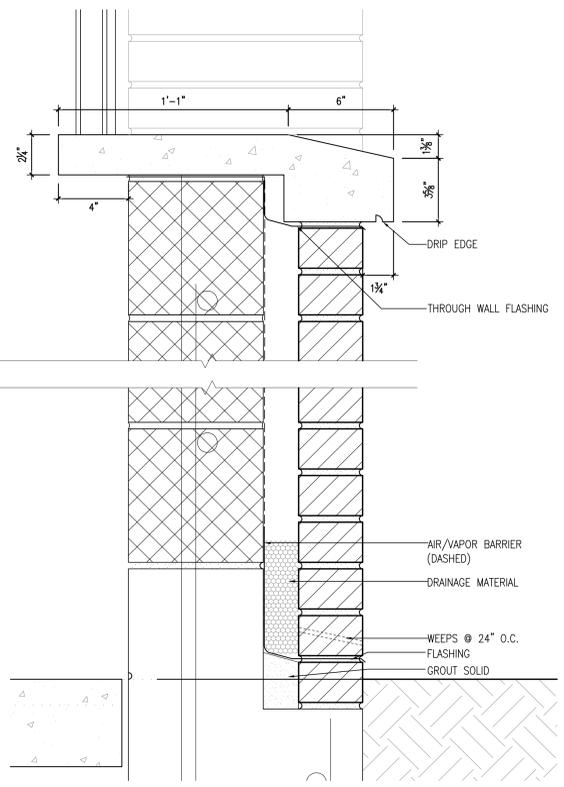
**4 TICKET BOOTH SOUTH ELEVATION**  
A4.20 SCALE: 1/2" = 1'-0"



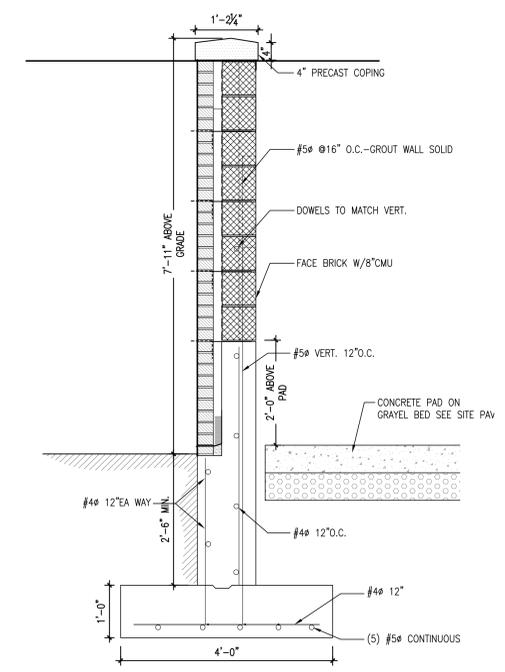
**5 TRASH ENCLOSURE PLAN**  
A4.20 SCALE: 1/2" = 1'-0"



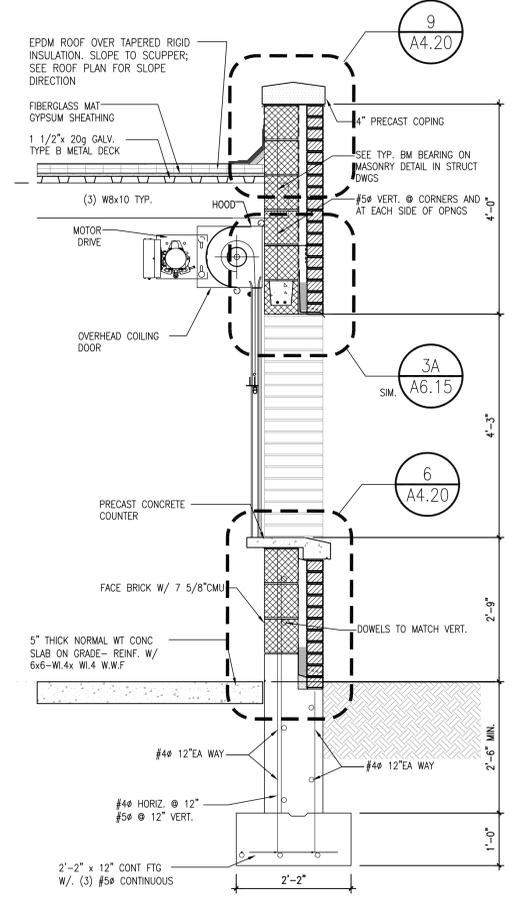
**9 TICKET BOOTH PARAPET DETAIL**  
A4.20 SCALE: 1/2" = 1'-0"



**6 TICKET BOOTH COUNTER DETAIL**  
A4.20 SCALE: 1/2" = 1'-0"



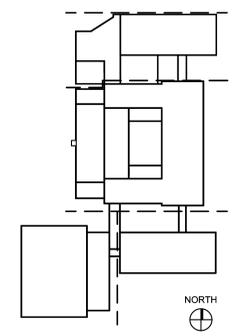
**7 SECTION TRASH ENCLOSURE**  
A4.20 SCALE: 3/4" = 1'-0"



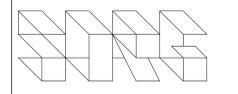
**8 SECTION @ TICKET BOOTH**  
A4.20 SCALE: 1/2" = 1'-0"

- BRICK VENEER WALL WITH CMU BACK UP:
- BRICK VENEER
- 2" AIR SPACE
- AIR/VAPOR BARRIER
- CMU (PROVIDE HORIZ. JT. REINFORCING AT 1'-4" O.C. MAX. WITH ADJUSTABLE WIRE VENEER TIES)

Key Plan



Seal



Sorg Architects  
918 U Street NW, Washington DC 20001  
T202.393.6445 F 202.393.6497 sorgarchitects.com

**ANACOSTIA SENIOR HIGH SCHOOL**

DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
OFFICE OF PUBLIC EDUCATION FACILITIES  
MODERNIZATION

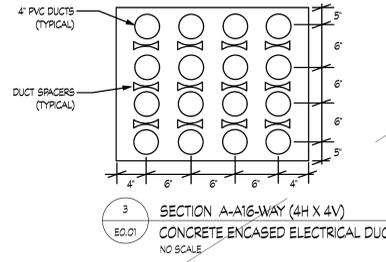
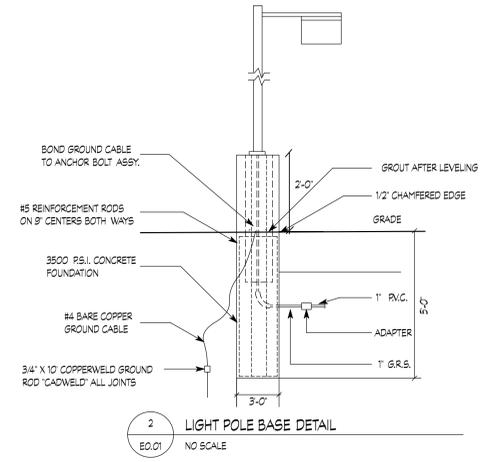
Drawing Title  
**TRASH ENCLOSURE**

Discipline	ARCH	Drawing Number	
Scale	1/2"=1'-0"		
Date	06 NOV 2009		
Drawn by			<b>A4.20</b>
Checked by			
Sorg Project Number	306M		

File: P:\ArchProjects\2003\306 Anacostia SHS modification\DWG\Phase 2 IFC\Arch\306em\_A4.20.dwg  
Plot Date: 18 Feb 2011 by MarkG

DATE	DESCRIPTION
1-19-2010	50% DD SUBMISSION
3-15-2010	FINAL DD (GMP) SUBMISSION
5-07-2010	ADDENDUM 4
5-14-2010	PERMIT REVISION
6-18-2010	SWING PHASE IFC
7-7-2010	PACKAGE 1B PERMIT REVISION
11-18-2010	PHASE 2 PERMIT SUBMISSION
12-30-2010	PHASE 2 PERMIT SUBMISSION
2-18-2011	PHASE 2 IFC
2-18-2011	PHASE 2 PERMIT RESUBMISSION

LIGHTING FIXTURE SCHEDULE								
TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	QTY	LAMPS	MOUNTING	VOLTAGE	REMARKS
R	ARM MOUNTED PREMIUM CUT-OFF FIXTURE WITH SEGMENTED OPTICS, 5' ALUMINUM STRAIGHT SQUARE POLE	LITHONIA	KSP1 250M R48C	1	ONE (1) 250 WATT CLEAR BT-28 PULSE START METAL HALIDE LAMP IN HORIZONTAL POSITION	POLE	277	20' POLE ON CONCRETE BASE SEE POLE DETAIL ON THIS SHEET
S	ARM MOUNTED PREMIUM CUT-OFF FIXTURE WITH SEGMENTED OPTICS, 5' ALUMINUM STRAIGHT SQUARE POLE	LITHONIA	KVRI 242TRT SR3FL	2	TWO (2) 42 WATT TRIPLE TUBE COMPACT FLUORESCENT, HORIZONTAL POSITION	POLE	277	12' POLE ON CONCRETE BASE PROVIDE ZERO DEGREE ELECTRONIC BALLASTS
T	ARM MOUNTED PREMIUM CUT-OFF FIXTURE WITH SEGMENTED OPTICS, 5' ALUMINUM STRAIGHT SQUARE POLE	LITHONIA	KSP1 175M R48C	1	ONE (1) 175 WATT CLEAR BT-28 METAL HALIDE, HORIZONTAL POSITION	POLE	277	14' POLE ON CONCRETE BASE
RR	42" HIGH, 6" ROUND BOLLARD WITH LOUVER	LITHONIA	KBC6-32 TRT, MYVOLT-EB	1	ONE 32W CFL TRT	BOLLARD	277	PROVIDE ZERO DEGREE ELECTRONIC BALLASTS

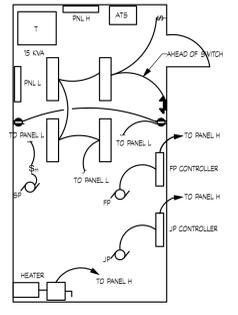
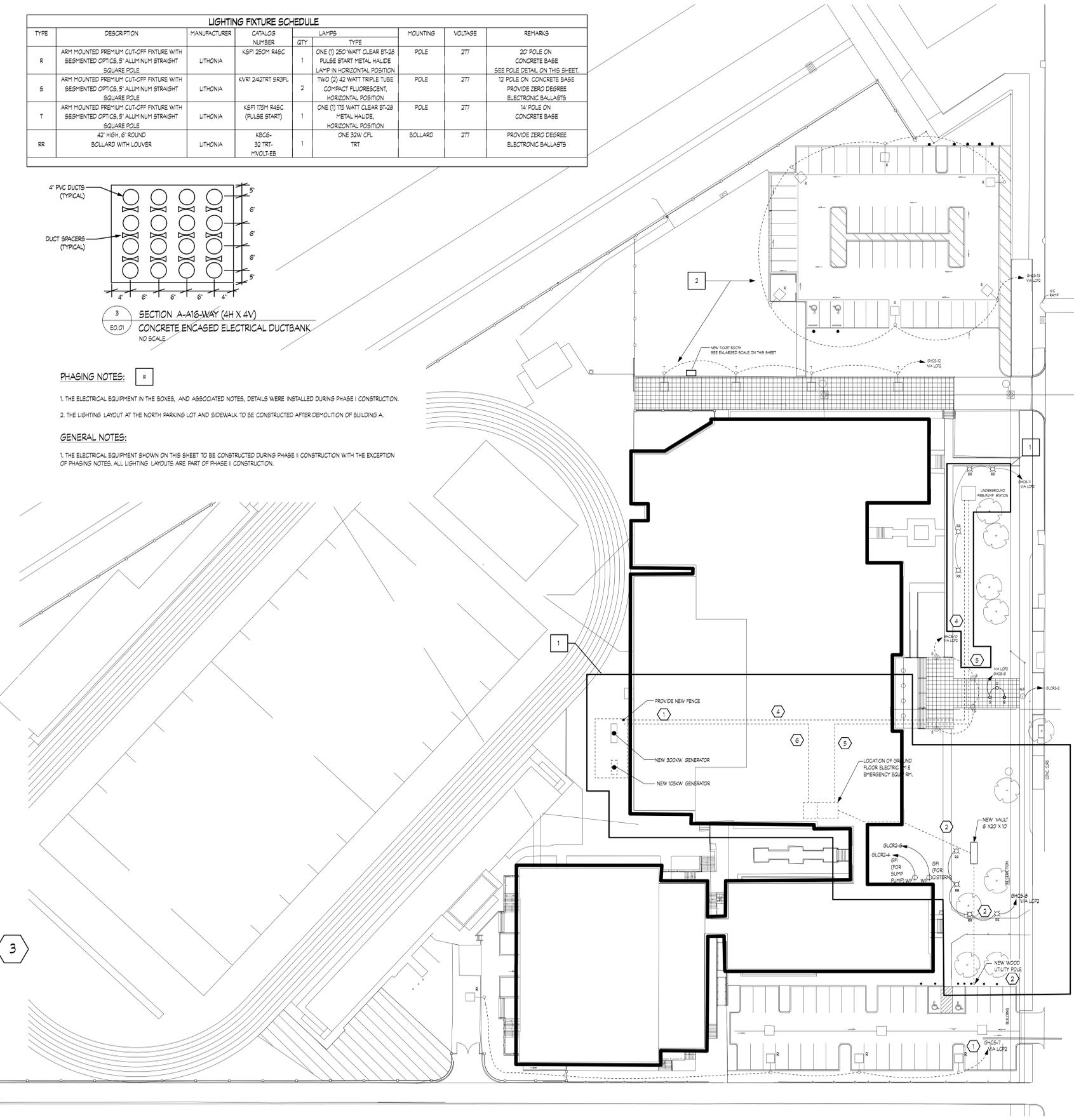
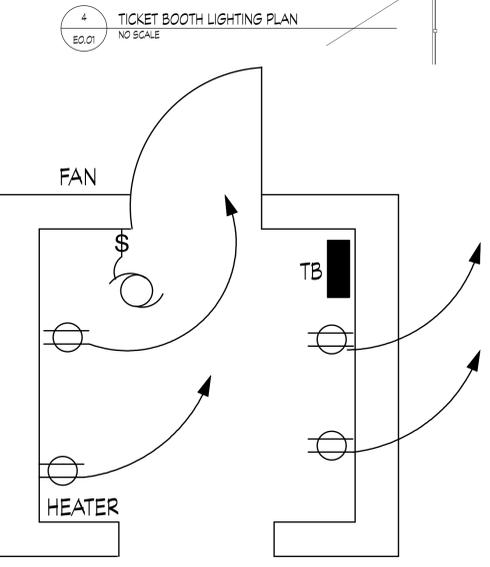
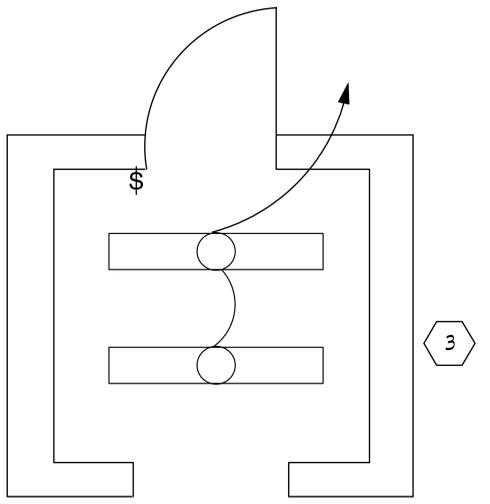


**PHASING NOTES:**

- THE ELECTRICAL EQUIPMENT IN THE BOXES, AND ASSOCIATED NOTES, DETAILS WERE INSTALLED DURING PHASE I CONSTRUCTION.
- THE LIGHTING LAYOUT AT THE NORTH PARKING LOT AND SIDEWALK TO BE CONSTRUCTED AFTER DEMOLITION OF BUILDING A.

**GENERAL NOTES:**

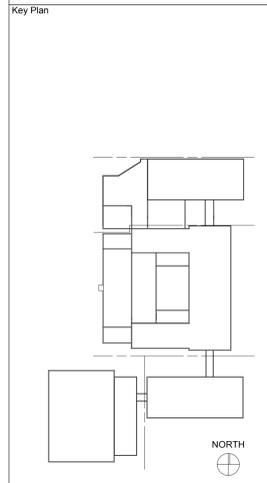
- THE ELECTRICAL EQUIPMENT SHOWN ON THIS SHEET TO BE CONSTRUCTED DURING PHASE II CONSTRUCTION WITH THE EXCEPTION OF PHASING NOTES. ALL LIGHTING LAYOUTS ARE PART OF PHASE II CONSTRUCTION.



**FIRE PUMP STATION DETAILS**  
NTS

-ALL WIRINGS AND EQUIPMENT SHALL COME FROM SYSTEM PROVIDER. ARRANGEMENT PER MANUFACTURER DESIGN AND SHALL MEET ALL APPLICABLE CODES.

Consultant  
**Allen & Shariff**  
ENGINEERING  
7061 Deeppage Drive  
Columbia, MD 21045  
410.381.7100  
www.AllenShariff.com



Seal

Sorg Architects  
918 U Street NW, Washington DC 20001  
T202.393.6445 F202.393.6497 sorgarchitects.com

**ANACOSTIA SENIOR HIGH SCHOOL**

DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
OFFICE OF PUBLIC EDUCATION FACILITIES  
MODERNIZATION

Drawing Title  
**ELECTRICAL SITE PLAN - PHASE 2**

Discipline	ELEC	Drawing Number
Scale	1/32" = 1'-0"	
Date	3 AUGUST 2009	<b>E0.01</b>
Drawn by	AARS	
Checked by	DSMI	
Sorg Project Number	306M	

- DRAWING NOTES:**
- PROVIDE LIGHT FIXTURES INCLUDING LIGHT POLES BRACKETS ON CONCRETE FOUNDATION AND UNDERGROUND WIRING AS SHOWN. ALL WORK SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
  - CONTRACTOR TO COORDINATE WITH PEPCO TO PROVIDE PROPER WOOD UTILITY POLE, PRIMARY DUCTBANK, SECONDARY DUCTBANK, VAULT AND GROUND SYSTEM FOR SERVICE. VAULT PER PEPCO STANDARD AND NEC.
  - PROVIDE CIRCUITS FOR TICKET BOOTH AS SHOWN IN PANEL SCHEDULE TB ON SHEET E6.01.
  - 3#2/0 M1 CABLE FROM NEW 300KW GENERATOR TO FIRE PUMP IN FIRE PUMP HOUSE. RUN THROUGH CRAWL SPACE.
  - 4 #2/0 M1 CABLE FROM SWITCHBOARD TO FIRE PUMP IN FIRE PUMP HOUSE. RUN THROUGH CRAWLSPACE.
  - PROVIDE #4 #2/0 1#6 IN 2 1/2" CONDUIT TO MAIN EMERGENCY ROOM FOR STANDBY LOAD. RUN THROUGH CRAWLSPACE.
  - ALL SITE LIGHTING TO BE CONNECTED TO CIRCUITS FED FROM EMERGENCY CIRCUITS.
  - SEE LIGHT FIXTURE SCHEDULE ON SHEET E60.01 FOR FIXTURE SPECIFICATION.

**1 ELECTRICAL SITE PLAN**  
SCALE: 1/32" = 1'-0"  
E0.01

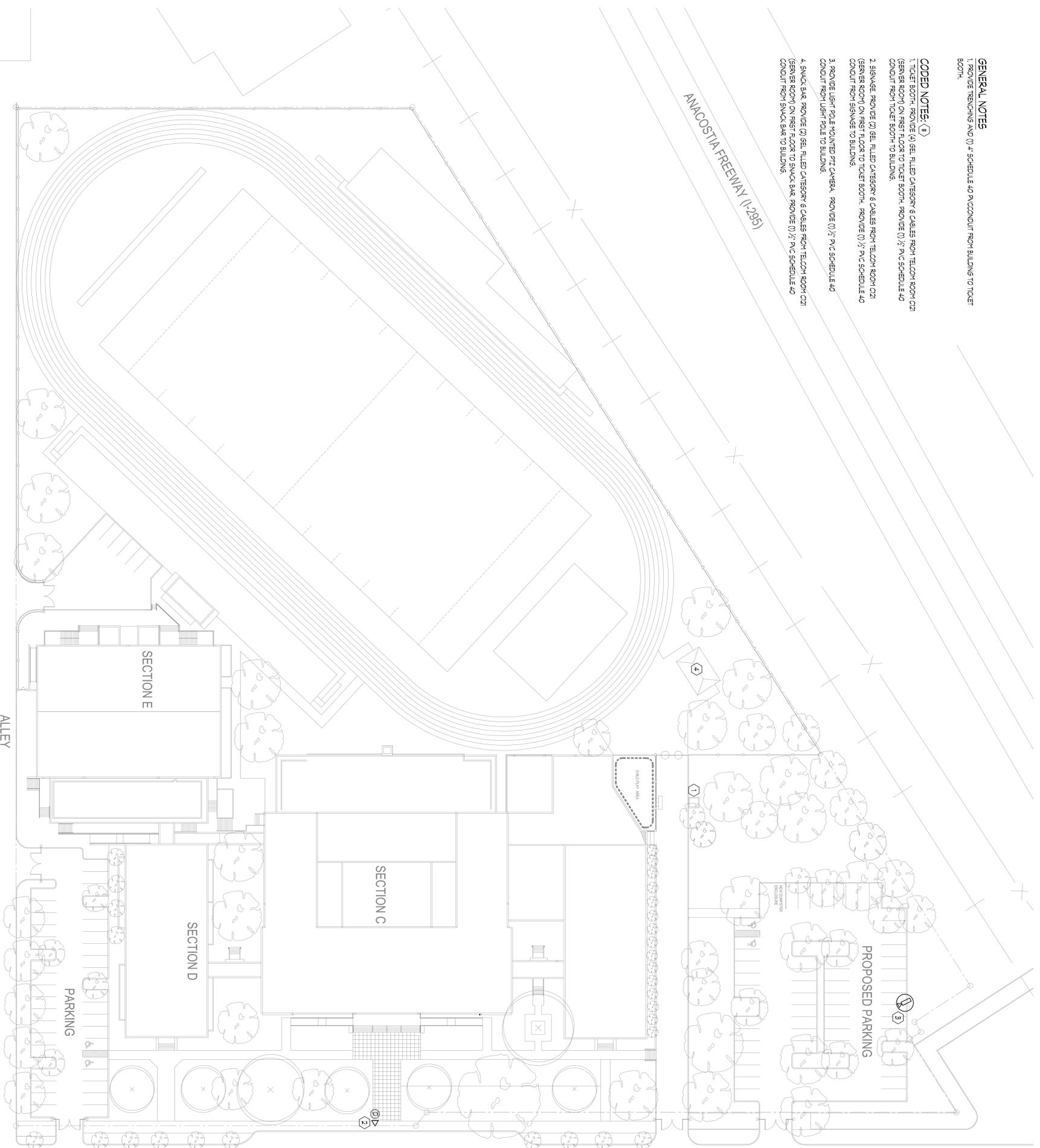


**GENERAL NOTES**  
 1. PROVIDE TRENCHING AND (1) 1/2" SCHEDULE 40 PVC CONDUIT FROM BUILDING TO TICKET BOOTH.

**CODED NOTES:**

1. TICKET BOOTH: PROVIDE (A) GEL FILLED CATEGORY 6 CABLES FROM TELCOM ROOM C21 (SERVER ROOM ON FIRST FLOOR TO TICKET BOOTH. PROVIDE (1) 1/2" PVC SCHEDULE 40 CONDUIT FROM TICKET BOOTH TO BUILDING.
2. SIGNAGE: PROVIDE (2) GEL FILLED CATEGORY 6 CABLES FROM TELCOM ROOM C21 (SERVER ROOM ON FIRST FLOOR TO TICKET BOOTH. PROVIDE (1) 1/2" PVC SCHEDULE 40 CONDUIT FROM SIGNAGE TO BUILDING.
3. PROVIDE LIGHT POLE MOUNTED PTZ CAMERA. PROVIDE (1) 1/2" PVC SCHEDULE 40 CONDUIT FROM LIGHT POLE TO BUILDING.
4. SNACK BAR: PROVIDE (2) GEL FILLED CATEGORY 6 CABLES FROM TELCOM ROOM C21 (SERVER ROOM ON FIRST FLOOR TO SNACK BAR. PROVIDE (1) 1/2" PVC SCHEDULE 40 CONDUIT FROM SNACK BAR TO BUILDING.

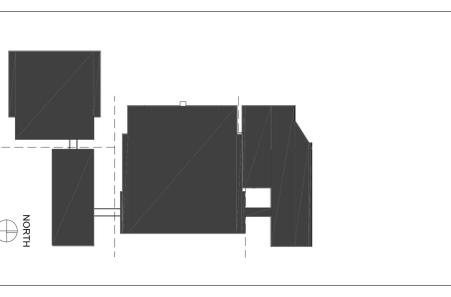
ANACOSTIA FREeway (I-295)



1 TECHNOLOGY SITE PLAN  
 SCALE: 1/32" = 1'-0"

DATE	DESCRIPTION
11-18-2010	PHASE 2 PERMIT SUBMISSION
12-30-2010	PHASE 2 PERMIT SUBMISSION
2-18-2011	PHASE 2 PFC
2-18-2011	PHASE 2 PERMIT RESUBMISSION

**Consultant**  
**Allen & Shariff**  
 ENGINEERING  
 700 River Avenue, Suite 333  
 Washington, DC 20001  
 Tel: 412.222.0281  
 Fax: 412.222.0281  
 www.allenandshariff.com



**Seal**

**Song Architects**  
 913 1/2 Commercial  
 913 1/2 Commercial, Washington, DC 20001  
 Tel: 202.393.6445 F302.393.6497 songarchitects.com

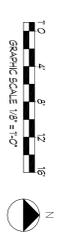
**ANACOSTIA SENIOR HIGH SCHOOL**

DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
 OFFICE OF PUBLIC EDUCATION FACILITIES  
 MODERNIZATION

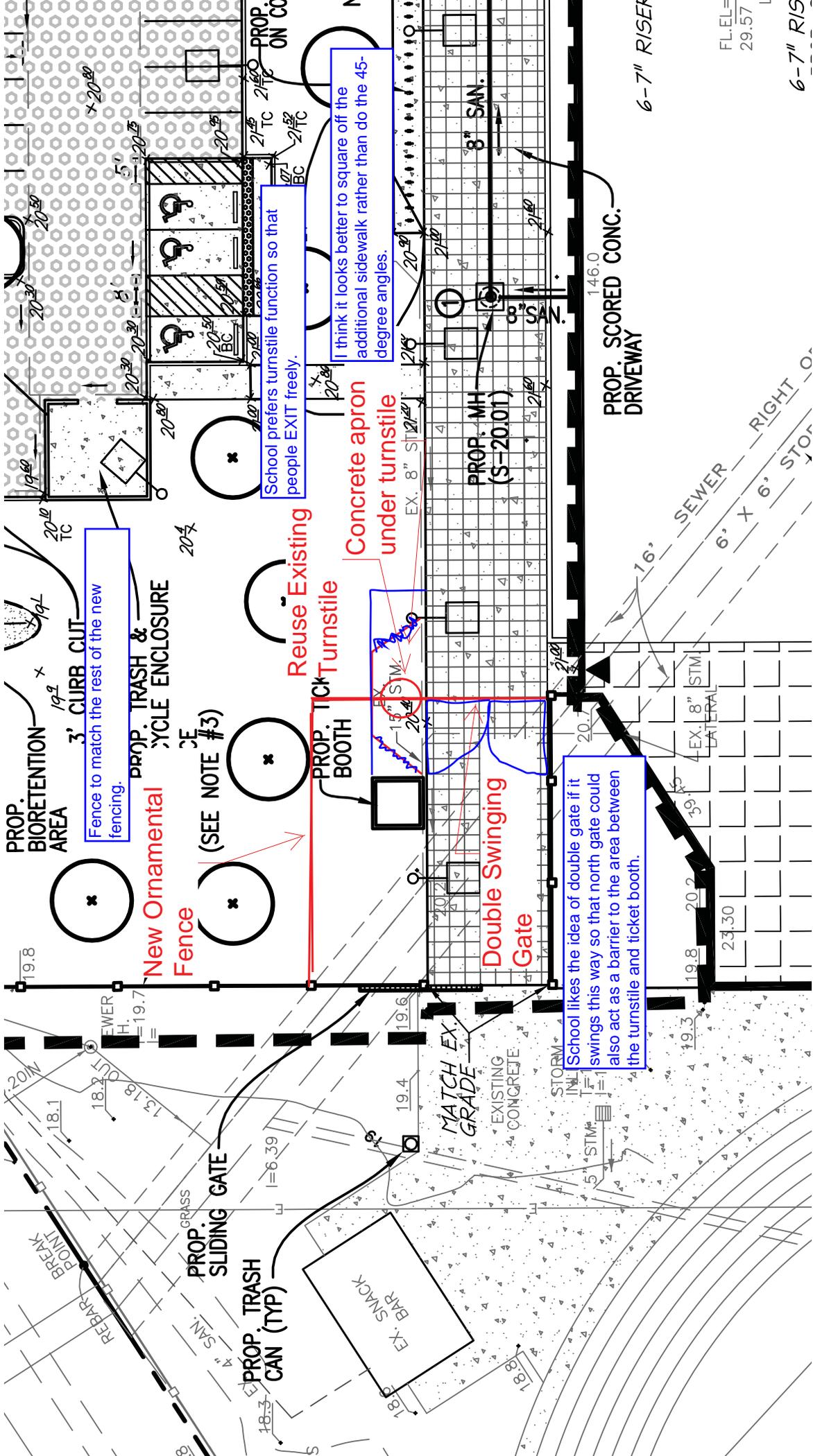
Drawing Title:  
**TECHNOLOGY SITE PLAN**

**Discipline:** TECH  
**Scale:** AS SHOWN  
**Date:** 06 NOV 2009  
**Drawn by:** JDW  
**Checked by:** JDW  
**Song Project Number:** 308M

**Drawing Number:**  
**TO.01**



462.008.011132



PROP. BIORETENTION AREA

3' CURB CUT  
Fence to match the rest of the new fencing.

PROP. TRASH & CYCLE ENCLOSURE  
New Ornamental Fence (SEE NOTE #3)

PROP. TICKET BOOTH

School prefers turnstile function so that people EXIT freely.

Reuse Existing Turnstile  
Concrete apron under turnstile

Double Swinging Gate

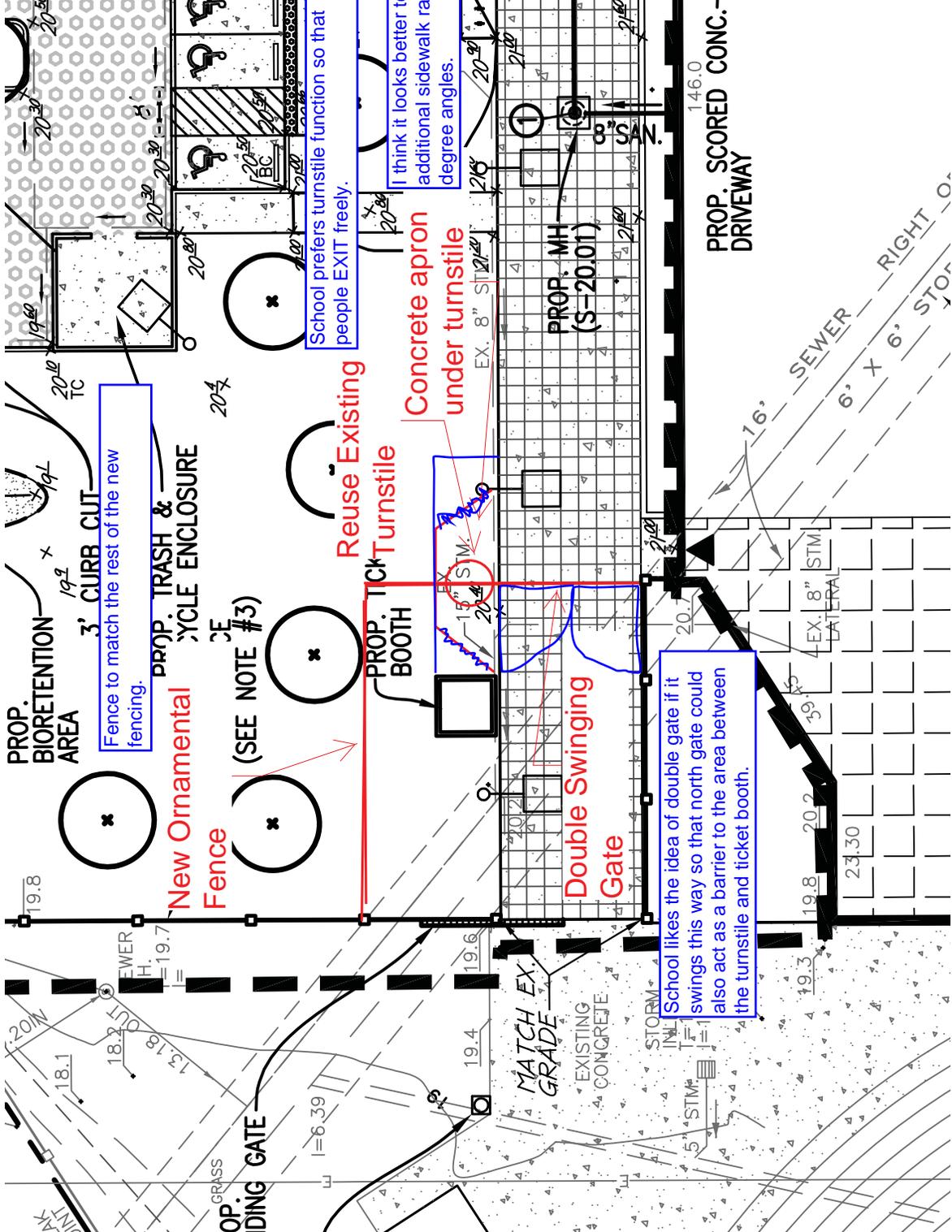
School likes the idea of double gate if it swings this way so that north gate could also act as a barrier to the area between the turnstile and ticket booth.

I think it looks better to square off the additional sidewalk rather than do the 45-degree angles.

PROP. SCORED CONC. DRIVEWAY

FL. EL. = 29.57

6-7" RISE



1/6" SEWER

6' x 6' STOP

SEWER RIGHT OF WAY

MATCH EX. GRADE  
EXISTING CONCRETE

PROP. MH (S-20.01)

8" SAN.

146.0

EX. 8" LATERAL

19.8

20.2

19.3

18.3

18.1

18.2

13.8

18.1

18.2

18.3

18.1

18.2

18.1

6-7" RISE



# DAILY FIELD REPORT

Project: Anacostia Senior High School  
 Location: S.E. Washington, DC  
 Client Name: OPEFM  
 Contractor: Forrester Construction

Day & Date: Tues. 11-13-2012  
 Project#: 3-2914  
 CTI Rep: Patrick  
 Temp Range: 40-50  
 Weather: cloudy

<b>Description of Work:</b> Foundation Construction observation and testing.	<b>Location:</b> Ticket BOOTH in parking lot bearing-3ft
<b>Tests Performed:</b> visual.	
<b>Problems/Non-Compliances/Failing Tests:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (if yes, detail within Inspection Findings below)	
<b>INSPECTION FINDINGS:</b>	
<p>A CTI Consultants, Inc. representative observed the foundation subgrade at ticket booth in parking lot. The foundation subgrade observed on this date appeared to consist of natural soils classifying as light brown sandy clay. The foundation observed appears suitable for the designed bearing pressure of 3000. This opinion is based on our visual observations, testing with a geo-probe rod, and available geotechnical test boring information. The foundation subgrades were evaluated at the elevations excavated by the contractor. The dimensions of the foundations were in accordance with the project drawings. The foundations observed on this date were concreted at the same time as our observation.</p> <p>The professional engineer is represented on site solely to observe operations of the contractor identified, form opinions and report those opinions to the client. The presence and activities of the engineer's representative do not relieve the contractor's obligation to meet contractual requirements. The contractor retains sole responsibility for site safety and the methods and sequence of construction. We have performed our services in accordance with generally accepted geotechnical engineering practices. We make no warranty; either expressed or implied, as to the professional services provided.</p> <p>This report is the instrument of service of a professional engineer. Any conclusions drawn from this report should be discussed with the professional engineer involved. <span style="float: right;"><i>AME</i></span></p> <p>This report constitutes a summary of observations and tests performed by our field representative and is subject to review and revision by CTI managers and engineers. The statements made herein do not constitute a certification. Approval of work for final acceptance can only be made by CTI managers and engineers. Interpretations based on this data are the responsibility of others.</p>	

Time of Arrival:	8:00am	Time of Departure:	9:00am	Total Time Onsite:	1.0
				Lab Time:	
				Other ():	
				Travel Time*:	2.0
				Total Time:	3.00

Trip Charge:*		Mileage:*	56
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\*will be billed in accordance with contract





**Concrete Compressive Strength Report**  
 Project #: 3-2914 Report/Set ID#: 82  
 Cast Date: 11/13/2012  
 Specified Design Strength: 4000 psi

**Project Name:** Anacostia Senior High School  
**Clients Name:** OPEFM  
2400 East Capital Street, SE  
Washington, DC 20003  
**Attn:** Mr. Jay Brinson

**Project Location:** 1601 R Street, SE  
Washington, DC 20020  
**Permit #:** \_\_\_\_\_

**POUR LOCATION:** Foundations for ticket booth

**SPECIFIC PLACEMENT:** same as above

**MATERIAL INFORMATION:**

**Supplier:** Chaney Enterprises **Mix Design/Product Code:** 2401103 **Batch Time:** 8:37 AM  
**Truck #:** M286 **Ticket #:** 1382632 **Delivered Mix Strength (psi):** 4000 **Water added on site (gal):** 0

**FIELD DATA:**

**Tested By:** Conor **Sample Time:** 9:20 AM **Air Temperature (°F):** 50 **Weather:** clear  
**Slump (in):** 4.0 **Air Content(%):** 5.0 **Conc. Temperature (°F):** 68 **Unit Weight (pcf):** \_\_\_\_\_

**FIELD CURING CONDITIONS:**

**Curing Box**  **Other: on site**

Concrete sampling in accordance with ASTM C-172, Cylinder molding and laboratory curing ASTM C-31, Compressive Strength testing ASTM C-39, Slump testing ASTM C-143, temperature testing ASTM C-1064, Un-bonded Caps ASTM C-1231 (unless noted), Unit Weight ASTM C-138, and Air Content testing ASTM C-231 (P) or ASTM C-173 (V).

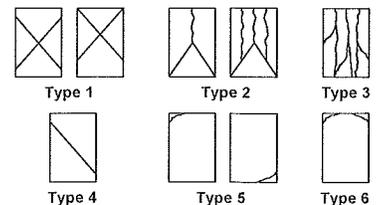
Lab No.	Cylinder Identification	Date Tested	Age (days)	Peak Load (lbs.)	Diameter (in.)	Area (sq.in.)	Compressive Strength (psi)	Percent of Design	Type of Fracture	Curing Code Lab (L) Field (F)
	82a	11/20/12	7	43,970	4.00	12.57	3500	88%	4	L
	82b	12/11/12	28	70,470	4.00	12.57	5610	140%	3	L
	82c	12/11/12	28	72,320	4.00	12.57	5760	144%	5	L
	82d	12/11/12	28	70,670	4.00	12.57	5620	141%	3	L
	82e	1/8/13	56	81,010	4.00	12.57	6450	161%	4	L
	82f	1/8/13	56	80,720	4.00	12.57	6420	161%	5	L
<b>Average 28 Day Strength</b>							<b>5660</b>			

**Remarks:**

**Review by:** *Jue*

Project Manager

**TYPES OF FRACTURE**





# DAILY FIELD REPORT

Project: Anacostia Senior High School  
 Location: S.E. Washington, DC  
 Client Name: OPEFM  
 Contractor: Forrester Construction

Day & Date: Thurs. 11-15-2012  
 Project#: 3-2914  
 CTI Rep: C. Houston  
 Temp Range: 50-55  
 Weather: Raining

Description of Work: Concrete Observation and Testing	Location: Ticket booth slab on grade and foundation walls.
--	---

Tests Performed: Visual, slump, temperature, batch to placement time, cast samples

Problems/Non-Compliances/Failing Tests: Yes  No  (if yes, detail within Inspection Findings below)

**INSPECTION FINDINGS:**

**Concrete:**

A CTI Consultants, Inc. representative observed the placement of 9 cubic yards of 4000 psi concrete for the footings for ticket booth. Slump and temperature tests were performed on samples of the fresh concrete placed. Six (6) cylinders were cast for compression testing at our concrete laboratory. The plastic properties of the fresh concrete tested generally conformed to the project plans and specifications.

The professional engineer is represented on site solely to observe operations of the contractor identified, form opinions and report those opinions to the client. The presence and activities of the engineer's representative do not relieve the contractor's obligation to meet contractual requirements. The contractor retains sole responsibility for site safety and the methods and sequence of construction. We have performed our services in accordance with generally accepted geotechnical engineering practices. We make no warranty; either expressed or implied, as to the professional services provided.

This report is the instrument of service of a professional engineer. Any conclusions drawn from this report should be discussed with the professional engineer involved.

This report constitutes a summary of observations and tests performed by our field representative and is subject to review and revision by CTI managers and engineers. The statements made herein do not constitute a certification. Approval of work for final acceptance can only be made by CTI managers and engineers. Interpretations based on this data are the responsibility of others.

Time of Arrival:	6:00am	Time of Departure:	10:00am	Total Time Onsite:	4.0
				Lab Time:	
				Other ():	
				Travel Time*:	2.0
				Total Time:	6.00

Trip Charge:*		Mileage:*	56
---------------	--	-----------	----

\*will be billed in accordance with contract





**Concrete Compressive Strength Report**  
 Project #: 3-2914 Report/Set ID#: 83  
 Cast Date: 11/15/2012  
 Specified Design Strength: 4000 psi

Project Name: Anacostia Senior High School  
 Clients Name: OPEFM  
2400 East Capital Street, SE  
Washington, DC 20003  
 Attn: Mr. Jay Brinson

Project Location: 1601 R Street, SE  
Washington, DC 20020  
 Permit #: \_\_\_\_\_

POUR LOCATION: Ticket booth slab on grade

**SPECIFIC PLACEMENT:**

**MATERIAL INFORMATION:**

Supplier: Vulcan Materials Mix Design/Product Code: 40-12345 Batch Time: 8:30 AM  
 Truck #: 102 Ticket #: 8415034 Delivered Mix Strength (psi): 4000 Water added on site (gal): 0

**FIELD DATA:**

Tested By: Conor Sample Time: 9:25 AM Air Temperature (°F): 53 Weather: clear  
 Slump (in): 4.0 Air Content(%): 5.0 Conc. Temperature (°F): 62 Unit Weight (pcf): \_\_\_\_\_

**FIELD CURING CONDITIONS:**

Curing Box  Other: \_\_\_\_\_

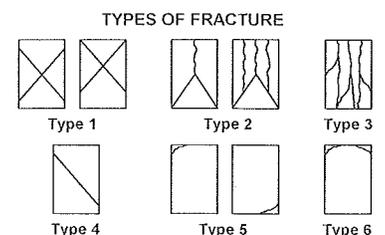
Concrete sampling in accordance with ASTM C-172, Cylinder molding and laboratory curing ASTM C-31, Compressive Strength testing ASTM C-39, Slump testing ASTM C-143, temperature testing ASTM C-1064, Un-bonded Caps ASTM C-1231 (unless noted), Unit Weight ASTM C-138, and Air Content testing ASTM C-231 (P) or ASTM C-173 (V).

Lab No.	Cylinder Identification	Date Tested	Age (days)	Peak Load (lbs.)	Diameter (in.)	Area (sq.in.)	Compressive Strength (psi)	Percent of Design	Type of Fracture	Curing Code Lab (L) Field (F)	
	83a	11/22/12	7	52,860	4.00	12.57	4210	105%	3	L	
	83b	12/13/12	28	76,010	4.00	12.57	6050	151%	3	L	
	83c	12/13/12	28	74,300	4.00	12.57	5910	148%	5	L	
	83d	12/13/12	28	75,180	4.00	12.57	5980	150%	3	L	
	83e	1/10/13	56	88,560	4.00	12.57	7050	176%	2	L	
	83f	1/10/13	56	92,010	4.00	12.57	7320	183%	2	L	
Average 28 Day Strength							5980				

Remarks:

Review by: *AME*

Project Manager





# DAILY FIELD REPORT

Project: Anacostia Senior High School  
 Location: S.E. Washington, DC  
 Client Name: OPEFM  
 Contractor: Forrester Construction

Day & Date: Wednesday 11-21-2012  
 Project#: 3-2914  
 CTI Rep: Q. Marrayshow  
 Temp Range: 58  
 Weather: sunny

Description of Work:	Location:
Reinforcing Steel Observation Concrete Observation and Testing	Curb and gutter rear parking lot and trash enclosure
Soil Observation and Testing	Curb backfill at North lot

Tests Performed: Visual, temperature, slump, batch to placement time, cast samples, density by nuclear method

Problems/Non-Compliances/Failing Tests: Yes \_\_\_ No X (if yes, detail within Inspection Findings below)

INSPECTION FINDINGS:

**Reinforcing Steel:**

A CTI Consultants, Inc. representative observed the installation of reinforcing steel for curb and gutter rear parking lot trashy enclosure. At the locations previously indicated, the reinforcing steel observed was in general accordance with the project plans and specifications. The project plans used were those prepared by Sorg Architects dated 02/18/2011 and the project specifications.

**Concrete:**

A CTI Consultants, Inc. representative observed the placement of 30 cubic yards of 3500 psi concrete for the curb and gutter rear parking lot trashy enclosure. Slump and temperature tests were performed on samples of the fresh concrete placed. Six (6) cylinders were cast for compression testing at our concrete laboratory. The plastic properties of the fresh concrete tested generally conformed to the project plans and specifications.

**Soil:**

A CTI Consultants, Inc. representative was requested to perform field density tests on compacted structural fill that had been previously placed. Ten (10) field density tests were performed today utilizing the nuclear test method. The field density tests indicate relative compaction to at least 95 percent of the maximum dry density in accordance with the Standard Proctor, ASTM D698 at the locations and elevations tested. The specification requirement for this project is 95 percent compaction according to the same standard. The field density test locations and elevations are based on data supplied by others; CTI cannot be responsible for structures located off of the observed engineered pad, misaligned utilities, stakeout errors causing uncontrolled fill to be placed within structural areas, or other concerns due to incorrect locations and elevations. Field density tests were referenced to test results performed in laboratory. Field density test results were reported to EDC. Please see the attached sketch for the approximate limits of fill placement and field density test locations.

This testing was conducted on a spot-check basis since we were not present on site while filling and compaction was in progress.

Time of Arrival:	8:00am	Time of Departure:	5:30pm	Total Time Onsite:	9.5
				Lab Time:	
				Other ():	
				Travel Time*:	2.0
				Total Time:	11.50

Trip Charge:*		Mileage:*	56
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\*will be billed in accordance with contract



## DAILY FIELD REPORT

Project: Anacostia Senior High School  
Location: S.E. Washington, DC  
Client Name: OPEFM  
Contractor: Forrester Construction

Day & Date: Wednesday 11-21-2012  
Project#: 3-2914  
CTI Rep: Q. Marryshow  
Temp Range: 58  
Weather: sunny

Thus, field density test results indicate relative compaction only at the location and grade tested. Spot density test results included in this report are intended to assist in evaluating whether the work is in general compliance. Spot testing on a periodic basis is not intended to provide adequate data to evaluate full compliance with earthwork compaction requirements.

The professional engineer is represented on site solely to observe operations of the contractor identified, form opinions and report those opinions to the client. The presence and activities of the engineer's representative do not relieve the contractor's obligation to meet contractual requirements. The contractor retains sole responsibility for site safety and the methods and sequence of construction. We have performed our services in accordance with generally accepted geotechnical engineering practices. We make no warranty; either expressed or implied, as to the professional services provided.

This report is the instrument of service of a professional engineer. Any conclusions drawn from this report should be discussed with the professional engineer involved.

This report constitutes a summary of observations and tests performed by our field representative and is subject to review and revision by CTI managers and engineers. The statements made herein do not constitute a certification. Approval of work for final acceptance can only be made by CTI managers and engineers. Interpretations based on this data are the responsibility of others.



**Concrete Compressive Strength Report**

Project #: 3-2914 Report/Set ID#: 84

Cast Date: 11/21/2012

Specified Design Strength: 3500 psi

Project Name: Anacostia Senior High School

Project Location: 1601 R Street, SE

Clients Name: OPEFM

Washington, DC 20020

2400 East Capital Street, SE

Washington, DC 20003

Permit #: \_\_\_\_\_

Attn: Mr. Jay Brinson

**POUR LOCATION:** Curb and gutter rear parking lot and footing

**SPECIFIC PLACEMENT:** same

**MATERIAL INFORMATION:**

Supplier: Chaney Enterprises Mix Design/Product Code: 9344303 Batch Time: 11:20 AM

Truck #: 215 Ticket #: 1384044 Delivered Mix Strength (psi): 3500 Water added on site (gal): 0

**FIELD DATA:**

Tested By: QM Sample Time: 12:30 PM Air Temperature (°F): 58 Weather: clear

Slump (in): 1.0 Air Content(%): NA Conc. Temperature (°F): 65 Unit Weight (pcf): \_\_\_\_\_

**FIELD CURING CONDITIONS:**

Curing Box

Other: near pour

Concrete sampling in accordance with ASTM C-172, Cylinder molding and laboratory curing ASTM C-31, Compressive Strength testing ASTM C-39, Slump testing ASTM C-143, temperature testing ASTM C-1064, Un-bonded Caps ASTM C-1231 (unless noted), Unit Weight ASTM C-138, and Air Content testing ASTM C-231 (P) or ASTM C-173 (V).

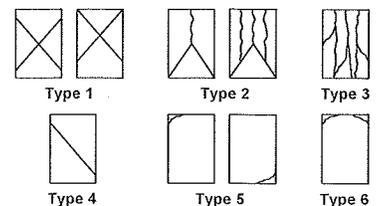
Lab No.	Cylinder Identification	Date Tested	Age (days)	Peak Load (lbs.)	Diameter (in.)	Area (sq.in.)	Compressive Strength (psi)	Percent of Design	Type of Fracture	Curing Code Lab (L) Field (F)
	84a	11/28/12	7	50,330	4.00	12.57	4010	115%	3	L
	84b	12/19/12	28	95,730	4.00	12.57	7620	218%	5	L
	84c	12/19/12	28	90,950	4.00	12.57	7240	207%	3	L
	84d	12/19/12	28	94,350	4.00	12.57	7510	215%	5	L
	84e	1/16/13	56	96,640	4.00	12.57	7690	220%	3	L
	84f	1/16/13	56	97,710	4.00	12.57	7780	222%	3	L
							Average 28 Day Strength	7460		

Remarks:

Review by: *[Signature]*

Project Manager

TYPES OF FRACTURE





# DAILY FIELD REPORT

Project: Anacostia High School I  
 Location: Washington DC  
 Client Name: Forrester Construction  
 Contractor: Forrester Construction

Day & Date: Monday 12-03-2012  
 Project#: 3-2914  
 CTI Rep: Conor Houston  
 Temp Range: 50-60  
 Weather: clear

Description of Work:	Location:
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Concrete Observation and Testing	Trash enclosure walls
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Tests Performed:	Visual, temperature, slump, batch to placement time, cast samples
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Problems/Non-Compliances/Failing Tests:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (if yes, detail within Inspection Findings below)
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**INSPECTION FINDINGS:**

**Concrete:**

A CTI Consultants, Inc. representative observed the placement of 9 cubic yards of 4000 psi concrete for the trash enclosure walls. Slump and temperature tests were performed on samples of the fresh concrete placed. Six (6) cylinders were cast for compression testing at our concrete laboratory. The plastic properties of the fresh concrete tested generally conformed to the project plans and specifications.

The professional engineer is represented on site solely to observe operations of the contractor identified, form opinions and report those opinions to the client. The presence and activities of the engineer's representative do not relieve the contractor's obligation to meet contractual requirements. The contractor retains sole responsibility for site safety and the methods and sequence of construction. We have performed our services in accordance with generally accepted geotechnical engineering practices. We make no warranty; either expressed or implied, as to the professional services provided.

This report is the instrument of service of a professional engineer. Any conclusions drawn from this report should be discussed with the professional engineer involved.

This report constitutes a summary of observations and tests performed by our field representative and is subject to review and revision by CTI managers and engineers. The statements made herein do not constitute a certification. Approval of work for final acceptance can only be made by CTI managers and engineers. Interpretations based on this data are the responsibility of others.

Time of Arrival:	11:30am	Time of Departure:	12:00pm	Total Time Onsite:	.50
				Lab Time:	
				Other ():	
				Travel Time*:	2.0
				Total Time:	2.50

Trip Charge:*		Mileage:*	56
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\*will be billed in accordance with contract





**Concrete Compressive Strength Report**

Project #: 3-2914 Report/Set ID#: 85

Cast Date: 12/3/2012

Specified Design Strength: 4000 psi

Project Name: Anacostia Senior High School

Project Location: 1601 R Street, SE

Clients Name: OPEFM

Washington, DC 20020

2400 East Capital Street, SE

Washington, DC 20003

Permit #: \_\_\_\_\_

Attn: Mr. Jay Brinson

POUR LOCATION: Trash section walls

SPECIFIC PLACEMENT: same

**MATERIAL INFORMATION:**

Supplier: Superior Concrete Mix Design/Product Code: 140PEBP7 Batch Time: 11:38 AM

Truck #: 5207 Ticket #: \_\_\_\_\_ Delivered Mix Strength (psi): 4000 Water added on site (gal): 0

**FIELD DATA:**

Tested By: Conor Sample Time: 12:20 PM Air Temperature (°F): 55 Weather: clear

Slump (in): 4.0 Air Content(%): 5.7 Conc. Temperature (°F): 71 Unit Weight (pcf): \_\_\_\_\_

**FIELD CURING CONDITIONS:**

Curing Box  Other: near pour

Concrete sampling in accordance with ASTM C-172, Cylinder molding and laboratory curing ASTM C-31, Compressive Strength testing ASTM C-39, Slump testing ASTM C-143, temperature testing ASTM C-1064, Un-bonded Caps ASTM C-1231 (unless noted), Unit Weight ASTM C-138, and Air Content testing ASTM C-231 (P) or ASTM C-173 (V).

Lab No.	Cylinder Identification	Date Tested	Age (days)	Peak Load (lbs.)	Diameter (in.)	Area (sq.in.)	Compressive Strength (psi)	Percent of Design	Type of Fracture	Curing Code Lab (L) Field (F)
	85a	12/10/12	7	45,080	4.00	12.57	3590	90%	3	L
	85b	12/31/12	28	64,280	4.00	12.57	5120	128%	5	L
	85c	12/31/12	28	60,110	4.00	12.57	4780	120%	3	L
	85d	12/31/12	28	64,310	4.00	12.57	5120	128%	3	L
	85e	1/28/13	56	67,340	4.00	12.57	5360	134%	3	L
	85f	1/28/13	56	65,790	4.00	12.57	5240	131%	3	L
Average 28 Day Strength							5010			

Remarks:

Review by:

Project Manager

TYPES OF FRACTURE

