

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



Addendum No. 4

**To
REQUEST FOR PROPOSALS NO. DCAM-19-AE-RFP-0064
ARCHITECTURAL/ENGINEERING SERVICES FOR
THERAPEUTIC RECREATION CENTER MODERNIZATION**

Issued: July 19, 2019

This Addendum No. 4 is issued and hereby published on the DGS website on **July 19, 2019**. Except as modified hereby, the Request for Proposals ("RFP") remains unmodified.

Item #1: Questions and Answer Response:

Questions	Answers
The Standard Contract is needed for response, as referenced in Item 5 of the Form of Offer Letter. When will this be issued?	Please refer to Addendum No #4, Item #3.
Please confirm that the 5% retention for Title I services would be paid upon satisfactory completion of those A-E services and is not held up by delays (such as permitting, or construction contracting) outside the control of the A-E.	The 5% retention for Title I services would be paid upon satisfactory completion of the entire project to include Title I and Title II.
Please confirm that the 5% retention does not apply to direct or reimbursable expenses.	Confirmed

<p>A persistent problem in the District of Columbia is the widely known fact that many large, out-of-town firms have arranged to get themselves CBE-certified as local and small, even though they are neither local nor small. In part, to prevent the total exclusion of small and disadvantaged businesses, DC Government requires that at least: 35% of the work on its projects be done by Small CBE firms, and at least 20% by Disadvantaged CBE firms. Clause C.2.1.3 on page 21 of the RFP and Clause C.2.2 on page 24 both eliminate this critical subcontracting requirement, and these two clauses allow large firms passing as CBEs to do no subcontracting whatsoever. These two clauses must be deleted. Is DGS willing to delete these two clauses and compel large firms – CBE or not – to comply with the subcontracting requirements of Section C.2.? If not, why not?</p>	<p>Please refer to Addendum No #4, Item #5.</p>
<p>It can certainly be argued that large, out-of-town firms should not be CBE certified in the first place. DC residents all agree. But the reality is that many of them are. As a result, large firms are already monopolizing the marketplace. DGS does not need to make their monopolization 100% by allowing them to get away with doing zero subcontracting. Would DGS be willing to replace clause C.2.1.3 with the following:</p> <p>“A prime contractor – CBE or not – whose parent company is a large business must comply with all of the subcontracting requirements as set forth in Section C.2.”</p> <p>“The size and location of a DC office, a subsidiary office, a regional office, or an affiliate office are all irrelevant. It is the size and location of the parent company that applies.”</p> <p>The insertion of these two statements forces large firms – CBE or not – to do subcontracting with Small and Disadvantaged CBEs. Is DGS willing to make this change so that large firms are not allowed to do zero subcontracting with small and disadvantaged CBE firms? If not, why not?</p>	<p>Refer to D.C. Official Code § 2–218.46(a)(3) and DSLBD website.</p>

<p>Provided that we include all language shown in the Attachment C Form of Offer Letter, are we permitted to add additional information in our offer letter?</p>	<p>No.</p>
<p>Will the price proposals of all submitting firms be opened and reviewed? Or is only the top ranked firm's price proposal opened prior to negotiations?</p>	<p>The contracting officer (or designee) shall first attempt to negotiate a contract with the highest rated qualified firm for the required services at a price which the contracting officer determines in writing to be fair and reasonable to the District.</p>
<p>Also regarding Item C.2. on page 21, can a firm that is both a Small Business Enterprise and a Disadvantaged Business Enterprise count toward both the 35% Small Business Enterprise and 20% Disadvantaged Business Enterprise requirement?</p>	<p>Please refer to Addendum No #4, Item #5.</p>

Item: #2: The following RFP sections have been modified and/or inserted as follows:

- a. Executive Summary:** The first paragraph of the Executive Summary is modified as follows:

The District of Columbia ("District") Department of General Services ("DGS", "District" or "Department") is issuing this Request for Proposals ("RFP") to engage a design firm to serve as the Architect/Engineer (the "A/E" or "Architect") to provide a full range of architectural and engineering services for the demolition and rebuild of the Therapeutic Recreation Center ("TR Center") located at 3030 G Street SE, Washington DC 20019. The TR Center sits on approximately 7.43 acres and is comprised of two one-story buildings, and exterior amenities including a mini golf course, playground, basketball court, baseball diamond, walking trails, parking and an open field and picnic area. The existing facility constructed in the 1980s is approximately 22,000 square feet. The site is located between Minnesota Avenue SE, Massachusetts Avenue SE, and Fairlawn Avenue SE. It is bounded on the north by wooded land with residential properties beyond. To the east and south are residential properties with Fort Dupont Park further east. To the west is Anacostia Freeway (295) and Anacostia Park with the Anacostia River beyond. The buildings house an indoor therapeutic pool, pump room, locker rooms, classrooms, a weight room, a reading room/ library, and several administration offices. The TR Center provides recreation and athletic programs for residents of all ages, including adaptive programs and facilities for persons with disabilities through a continuum of specialized therapeutic recreation program servers. Some of the current services and programs include the following: leisure life skills development, adaptive sports and aquatics, senior programming, community inclusion activities, arts and crafts and cultural activities, special events and field trips, and holiday and summer camps. The selected A/E will be required to design a new recreational facility to meet the Department's programmatic requirements. The hard cost construction budget for the project is \$25.9

million. An aerial image of the site, site survey, conditions assessment, hazardous materials survey, and Phase 1 Environmental Site Assessment are included as Attachments A1-A5.

b. Section A. 3 Design Fees

Paragraph 5 is being deleted and replaced with:

The Form of Contract (Attachment F which is attached as Exhibit 1) will provide for the retention of 5% and an incentive of 5% of the firm fixed price, which will be held by the Department until the Project's completion.

c. Section B: Section B is modified as follows:

1. The following requirement is added to the list of services and deliverables in B.3.1:

40 Year Life Cycle Cost Analysis: Provide maintenance and repair costs services which includes conducting a 40 year life cycle cost analysis which includes a detailed list of replacement costs, an estimate of repair costs, anticipated energy costs, and a list of other relevant life cycle costs.

2. The following requirements are added to the list of services and deliverables in B.4.1:

- a. Updates to the 40 Year Life Cycle Costs Analysis
- b. 35% (minimum progress) documents for all technical disciplines, drawings, specs, and MEP calculations
- c. 50% design development progress printing
- d. A reconciliation report that addresses issues raised by the Contractor as a result of the 50% progress printing.
- e. CFA submission materials; meetings and presentations to CFA and other regulatory agencies as required.
- f. Updated LEED Scorecard
- g. Submit the A/E's revised estimate for the Cost of the Project with a Maximum +/- 5% of the applicable Project' budget.
- h. Plan-to-Program Comparison (Plan-to-Program Test Fit)
- i. Meeting minutes of standing Project meetings and Design Review Meetings

3. Section B.5.2 is modified as follows:

The A/E shall incorporate into the Permit Set the design requirements of governmental authorities having jurisdiction over the Project. In addition, the A/E shall (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); and (c) correct any failure of the A/E to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with

industry standards. The design shall also incorporate any value engineering strategies approved by the Department.

4. The following new sections are added to Section B.5:

Code Review. The A/E shall submit the permit set of documents to the Department of Consumer and Regulatory Affairs (“DCRA”) in order to obtain the necessary building permits to construct the Project. The A/E shall monitor the permit process and shall incorporate any changes or adjustments required by the Code Official. The A/E shall also issue any such changes to the Department for its review and approval. In this submittal, the A/E shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project’s aesthetics, functionality or performance.

Value Engineering. To the extent that the proposed Project cost exceeds the available funding, the A/E understands and agrees that it shall be required to work with the Department and that such efforts may involve redesigning portions of the Project or its systems and that the A/E shall not be entitled to any additional compensation as a result of such efforts. The A/E further understands and agrees that the Permit Set phase shall not be considered complete until and unless a GMP is agreed upon. The A/E understands and agrees that any such redesign may need to be completed on an expedited basis or in multiple packages in order to keep the Project on schedule and the A/E shall use its best efforts to meet the Project’s schedule requirements in performing such redesign. It is understood and agreed by both the Department and the A/E that the A/E’s redesign obligations under this Section 3.1.5 shall be the limit of the A/E’s liability for the failure to meet its Design to Budget obligations.

If it should become necessary to amend any of the approved construction drawings, the A/E shall prepare an amendment to the drawings and shall submit such amendment to the Department for its review and approval. In this submittal, the A/E shall highlight (or bubble) any aspect of the design that represents a material deviation from the Permit Set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project’s aesthetics, functionality or performance. In the event the Department does not approve a document within ten (10) business days after issuance, unless otherwise denied, such document shall be deemed approved, provided however that the Department has not advised that such document is still under review.

5. Section B.7.2 is being deleted in its entirety and being replaced with:

B.7.2 Construction Administration. The A/E shall provide support to the Department as may be necessary to support the construction phase of the Project. Prior to the completion of the Permit Set, the Department and the A/E shall agree upon a plan for how construction administration services will be performed (the “**Construction Administration Plan**”). The Construction Administration Plan shall specifically address: (i) whether the A/E will be required to assign staff on-site; (ii) turn-around time for submittals; and (iii) such other matters as the A/E and the Department consider relevant

to the orderly administration of the Project. The A/E shall submit to the Department a signed copy of the Construction Administration Plan. Throughout the construction administration phase of the Project, the A/E shall comply with the Construction Administration Plan. These services will include, but are not necessarily limited to:

1. Attend biweekly progress meetings. Architectural site visits are included in base fee.
2. Review shop drawing submissions, submittals, RFI's, etc.
3. Prepare meeting notes and records of decisions/changes made.
4. Conduct punch list inspections.
5. Review closeout documents for completeness. Close-Out documentation shall comply with the 2016 DGS Project Turnover Protocol included as **Attachment A6**.
6. Provide as As-Built Drawings based on the Contractor's red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to DGS in hard copy, PDF, and CAD formats. Close-Out documentation shall comply with the 2016 DGS Project Turnover Protocol.

B.7.2.1 Deliverables. In addition, the A/E shall provide the following deliverables during this phase:

- a. Meeting minutes.
- b. RFI Responses
- c. ASI's and/or other clarification documents.
- d. Punch lists.
- e. Closeout document review comments.
- f. As-Built Drawings in CAD format.

6. Section B.7.3. is being added:

B.7.3 Continued Design-to-Budget Obligations. In general, the A/E shall use its best efforts to develop the Construction Documents in a manner that is consistent with the Design-to-Budget that was established at the end of the Schematic Design phase. In furtherance of the A/E's design to budget obligations, the A/E hereby agrees as follows:

- a. With regard to any bid package that was purchased at the GMP on a design-assist basis or with a mini-GMP, the A/E shall work with the CMAR and the relevant trade subcontractor to develop a design that can be accommodated by such mini-GMP or other subcontract structure. The A/E understands and agrees that this may require redesign and that any such redesign is included within its base fee.
- b. With regard to work that will be purchased subsequent to the formation of the GMP, the A/E shall be required to work with the Department and the CMAR should the trade bids for any such package exceed the design-to-budget figure established at the time the GMP was agreed upon for such package at no

additional cost to either the Department or the CMAR.

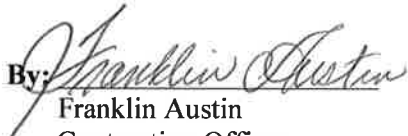
Item #3: Attachment F (Form of Contract) is hereby incorporated into the RFP via this Addendum as **(Exhibit 1)**.

Item #4: Attachment N (Notice to Proceed and Letter Contract) is hereby incorporated into the RFP via this Addendum as **(Exhibit 2)**.

Item #5: Section C.2 LSDBE Participation is being modified as follows:

Section C.2.1 LSDBE Participation

At least 35% of the dollar volume of the Agreement shall be subcontracted to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development. The SBE Subcontracting Plan (Attachment M) must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

By: 
Franklin Austin
Contracting Officer

Date: 7/19/19

- End of Addendum No. 4-