

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR PROPOSALS

Solicitation Number: DCAM-21-AE-0012

ARCHITECTURAL/ENGINEERING SERVICES FOR THE METROPOLITAN
POLICE DEPARTMENT 2nd DISTRICT HEADQUARTERS AT 3320 IDAHO AVENUE
NW, WASHINGTON DC

Solicitation Issue Date: June 10, 2021

Pre-Proposal Conference: June 16, 2021 at 10:00 a.m. – 11:00 a.m.
See Section E.6

Site Visit: June 21, 2021 at 10:00 a.m. – 11:00
a.m. 3320 Idaho Avenue, NW
Washington, DC
See Section E.6.1

Last Day for Questions: June 28, 2021 at 4:00 p.m.

Proposal Due Date: July 12, 2021 at 4:00 p.m.

Delivery of Bids: See Section E.1 & E.2
Pursuant to the current District of Columbia Government,
State of Emergency executive order signed by Mayor Muriel
Bowser on March 11, 2020 in response to the current SARS-
CoV-2 (COVID-19) Coronavirus-19 Pandemic, all bids
shall be submitted electronically on the bids submission due
date.

Contact: Tracy Birkett
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Email: cp.contract-spec7@dc.gov

Executive Summary

The District of Columbia Department of General Services (“DGS”, “District” or “Department”), on behalf of the Metropolitan Police Department (“MPD”), is issuing this Request for Proposals (“RFP”) to solicit the services of an architectural/engineering (“A/E”) firm to provide professional design services for the MPD 2nd District Headquarters located at 3320 Idaho Avenue, NW, Washington, DC (the “Project”).

MPD is committed to renovate this facility to ensure that all systems function properly for the intended purpose, and so MPD’s maintenance staff has adequate system access, control, monitoring capabilities, documentation and training to properly monitor, manage and maintain the facility. The Project will consist of six (6) phases: (i) Program of Requirements (“POR”); (ii) Schematic Design; (iii) Design Development; (iv) Construction Documents and Project Specifications; (v) Bid Phase; and (vi) Construction Administration.

The A/E shall propose a lump sum fee for Title I and Title II services for the Project listed above, as further described herein.

A.1 Project Delivery Method

The Department intends to implement the construction of the Project through a design-bid-build delivery method. The Department will engage a general contractor based on the completed construction documents.

The A/E will work directly for the Department by supporting design oversight and implementation throughout the design and construction phases.

A.2 Services to be Performed

The goal of this Project is to renovate the deficiencies identified in the comprehensive facility condition assessment in order to meet the existing and future needs of 3320 Idaho Avenue, NW, Washington, DC. The building’s elemental components have been inventoried, key attributes of those components have been identified, estimated remaining useful lives (“RULs”) and replacement costs have been determined, and the deficiencies and repair costs needing immediate attention have been identified. The A/E shall provide services to prepare and submit POR, Schematic Design, Design Development, Construction Documents and associated Project Specifications, Bid Phase, and Construction Administration for the construction of the items listed in the Scope of Work (“SOW”). The A/E shall submit a cost estimate during each of these six Project phases, prior to the development and completion of the reports, construction documents and project specifications. Upon completion of the construction documents, the A/E shall submit a final detailed construction cost estimate to accomplish the work. It will be the responsibility of the A/E to review all existing documentation, interview key personnel, and conduct site visits and assessments as required to prepare the final documents.

A detailed scope of work and technical requirements and submittal guide is attached to this RFP as (Attachment A-1 and A-2).

A.3 Coordination to be Performed

The A/E shall meet with all the appropriate regulatory agencies to include, but not be limited to an the Historic Preservation Office (“HPO”), Department of Consumer and Regulatory Affairs (“DCRA”), Department of Energy & Environment (“DOEE”), National Capital Planning Commission (“NCPC”), Commission of Fine Arts (“CFA”), DC Water, Pepco, and Washington Gas, to ascertain zoning analysis, deed restrictions and requirements, traffic study, and potential environmental considerations for compliance. Upon complying with the aforementioned requirements and satisfactorily addressing all comments in the reviews, the A/E shall submit the final permitted documents to DGS.

A.4 Form of Contract

Offerors (“Offerors”) responding to this RFP should carefully review the form of the Agreement for Architectural/Engineering Services (“Form of Contract”) and DGS Standard Contract Provisions for Architectural Engineering Contracts (“SCPs”), which are/will be attached to this RFP as Attachment F and Attachment G, respectively. To the extent there are any inconsistencies between this RFP, the Form of Contract and the SCPs, the Form of Contract and SCPs shall prevail. Offerors are further advised that they are required to submit their Proposals premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in the Offeror’s Proposal. A Proposal that fails to specifically identify and describe requested changes shall be deemed non-responsive.

A.5 Design Fees

As will be more fully described in the Form of Contract, the selected A/E will be paid a fixed price for all design phase services through construction administration services. Offerors will be required to propose a Design Fee that covers all of the Offeror’s costs associated with the preparation or provision of the (i) POR; (ii) Schematic Design; (iii) a set of design development documents; (iv) complete construction documents and project specifications; (v) bidding; and (vi) construction administration services. Offerors will also be required to submit a schedule of hourly rates for any additional work that is required.

A schedule of values should be provided that allocates the Design Fee among the various design phases (i.e. schematic design, design development, construction documents, bidding and construction administration).

Offerors shall submit, on the Offeror’s letterhead, an Offer Letter in substantially the form of Attachment C of this RFP that includes the proposed Design Fee, and hourly rates.

The Department desires to have the A/E develop a phasing plan to accommodate the Project, as necessary. The cost of developing phasing plan shall be included in the Offeror's Design Fee.

The Form of Contract shall include a Not-to-Exceed ("NTE") amount, and any future increase to the NTE amount shall be authorized via a modification to the Form of Contract. Work will be released in phases in accordance with the NTE amount.

A.6 Selection Criteria

Proposals will be evaluated in accordance with the evaluation criteria as further described in Section D of this RFP.

A.7 Estimated Project Schedule

The preliminary Project milestone schedule is as follows:

- | | |
|--|--|
| <input type="checkbox"/> Submit 15% POR | - 90 calendar days from Notice-to-Proceed ("NTP") |
| <input type="checkbox"/> Submit 35% Schematic Design | - 45 calendar days after POR |
| <input type="checkbox"/> Submit 70% Design Development | - 45 calendar days after Schematic Design |
| <input type="checkbox"/> Submit 90% Construction Documents | - 45 calendar days after Design Dev. |
| <input type="checkbox"/> Compliance Phase Final Submission | - 550 days after Construction Documents
(Bid Phase and Construction Administration) |

A.8 Procurement Schedule

The procurement schedule for the 2nd District Headquarters Renovation is subject to revision.

A.9 Attachments

The Request for Proposals contains the following Attachments:

Attachment A1	Scope of Work
Attachment A2	Technical Requirements & Submittal Guide
Attachment B	Form of Offer Letter
Attachment C	Service Contract Act
Attachment D	Bidder/Offeror's Certification Form
Attachment E	Tax Affidavit
Attachment F	Form of Contract
Attachment G	Standard Contract Provisions for Architectural and Engineering Contracts
Attachment H	Equal Employment Opportunity Policy Statement
Attachment I	First Source Employment Agreement and Employment Plan

Attachment J	2021 Living Wage Act
Attachment K	Past Performance Evaluation Form
Attachment L	SBE Subcontracting Plan
Attachment M	Conflict of Interest Disclosure Statement
Attachment N	Submission Portal's Preview

SECTION B

SCOPE OF WORK

B.1 Title I Services

Title I Services shall include POR, Schematic, Design Development, and Construction Documents, as further explained in the attached Scope of Work. The A/E shall be responsible for conducting necessary and adequate site visits to conduct feasibility analysis, site development, programmatic test fit and cost estimating services, field surveys, assessments, and evaluations as required to prepare all necessary construction documents.

B.1.1 Scope of Work.

MPD's goal is to receive a design of this facility that upgrades the existing systems so that they function properly for the intended use. The renovations will allow MPD to efficiently meet its existing and future needs.

The A/E shall provide the design services in the six phases: (i) Program of Requirements ("POR"); (ii) Schematic Design; (iii) Design Development; (iv) Construction Documents and Project Specifications; (v) Bid Phase; and (vi) Construction Administration. The detailed Scope of Work is attached as Attachment A1.

B.1.2 Deliverables.

The A/E shall prepare and submit the following deliverables for this phase of the work:

B.1.2.1 Program of Requirements Deliverables:

- a. Programming Questionnaires (Task 1)
- b. Preliminary Space Needs Program (Task 1)
- c. Programming Report, delivered electronically via PDF including (Task 1):
 - Project Overview / Executive Summary
 - Basis for Design (Interview Documentation)
 - Space Needs Program (Spreadsheet)
 - Operational Analysis
 - Bubble Diagrams
- d. Preliminary Design Criteria (Task 2)

B.1.2.2 Design Development Phase Deliverables:

- a. Preliminary Evaluation
- b. Preliminary Design

- c. Existing Conditions Report
- d. Site survey
- e. Hazardous Material Report
- f. MEP Assessment
- g. Project Program
- h. Code and Regulatory Report
- i. DC Green Building Act/LEED SILVER V4 Report
- j. Summary of Options
- k. Budget Review
- l. Other items as required in the Scope of Work
- m. Construction Cost Estimate

B.1.2.3 Construction Documents Phase Deliverables:

- a. Construction Document Drawings
- b. Topographic survey (if add alternate used)
- c. Architectural - marked-up DGS review comments from previous submission
- d. Civil – marked-up DGS review comments from previous submission
- e. Structural computerized analyses and marked-up DGS review comments from previous submission
- f. Electrical computerized analyses, catalogue cuts and marked-up DGS review comments from previous submission
- g. Mechanical computerized analyses, equipment schedules, catalogue cuts and marked-up DGS review comments from previous submission
- h. Plumbing computerized load analyses, sizing calculations and marked- up DGS review comments from previous submission
- i. Final Specifications
- j. Miscellaneous Reports (elevators, transportation, etc.)
- k. Construction Cost Estimate
- l. Other items as required in the Scope of Work

B.1.3 Title I Services are deemed complete when the A/E obtains the required building permits. The A/E shall be held financially responsible for all errors and omissions resulting in a deficient design or changes including funds spent by the District to correct the documents and complete construction.

B.2 Title II Services – Construction Administration Services

Phase: The A/E shall provide at a minimum the following services during the construction

- a. Produce electronic documents to be distributed to bidders.
- b. Attend one pre-proposal conference and lead one site walk-through.
- c. Respond to questions from bidders.
- d. Facilitate Pre-Construction meeting and conduct regular bi-weekly construction progress meetings.
- e. Provide Construction Administration services:
 - i. Review, log and approve submittals, shop drawings, Request for Information, etc. Maintain submittal log.
 - ii. Coordinate with Project Manager on all Requests for Change Proposals, Change Orders, etc., including maintaining a log of all such documents.
 - iii. Provide direction for questions and concerns from the contractor and Project Manager in resolution of problems.
- f. Provide Field Services for entire construction period:
 - i. Designer's Construction Administrator to conduct bi-weekly site visits, including observation of demolition, installation of finishes, etc.
 - ii. Provide site visit report to Project Manager bi-weekly.
- g. Conduct Substantial Completion Inspection, coordinate with Project Manager to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

B.3 Project Close-Out

B.3.1 Provide support services as needed during the project close out process.

B.3.2 Obtain and review all project close-out documents as submitted by the Contractors for completeness before transmitting to the DGS. Close-out documents shall include but are not limited to:

- a. Contractor's red lines and as-built notes
- b. Warranty information
- c. Operating and Maintenance Manuals
- d. As-Built record drawings (in digital format, both CAD and PDF)

B.4 General Requirements

The work under this contract shall be performed and documented in a professional manner.

B.4.1 The A/E shall coordinate all work through the Project Manager including but not limited to all site surveys and other field investigations germane to the work.

B.4.2 The A/E shall check all drawings and specifications for accuracy and detailed coordination. At the 100% submission, the A/E shall meet with all the appropriate regulatory agencies to discuss and review the drawings with them for compliance, if required. Upon complying with the aforementioned requirements, the A/E shall submit the final documents for peer review by DGS.

B.4.3 A/E shall apply for and obtain a building permit from DCRA prior to releasing the Final documents for bids. All costs associated with the work of obtaining the permit shall be included in this proposal. The actual cost of the permit is not to be included your proposal. The District may require the A/E to pay the actual cost of the permit and the District will reimburse the same upon submitting the paid invoice.

B.4.4 A/E shall validate and submit to DGS the general contractor's final as-built drawings both in hard copies and soft copies. The soft copies shall be in pdf and AutoCAD format. District shall reserve the right to re-use the AutoCAD format drawing submitted. Two (2) CD copies each of pdf and AutoCAD submittals shall be submitted to DGS. Two (2) hard copies shall also be submitted.

B.4.5 The A/E may be held financially responsible for all errors and omissions resulting in a deficient design or changes including funds spent by the District to correct the documents or redesign and complete construction exercise.

B.4.6 The District will provide the A/E access to the DGS Project Teams Project Management software. The A/E shall be responsible for using Project Teams to execute selected contract document requirements in coordination with DGS PM to include communication with the general contractor during the construction phase.

B.5 Meeting Minutes

The A/E shall be responsible for acting as recorder for all meetings with the Government Agencies that he attends. The minutes shall clearly indicate the meeting number and date, numbering of each issue discussed, including description of the issue, who is responsible to address, by what date, and date completed. Minutes shall also record all open items, and will note the schedule of the contract, how far through the contract we are (including how far over schedule, if applicable), the financial status of the contract, and payments and a list of open Change Orders and Requests for Information. Memorandum for the Record of such meetings shall be typewritten and submitted to the Project Manager within five (5) calendar days from the date of the meeting, for review and approval and for such distribution as may be required. A/E compensation for performing these services shall be included as part of the Title I and Title II Services, as applicable.

B.6 Key Personnel

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall

include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) Project Designer; (iv) Civil Engineer (v) MEP Engineer; and (vi) Structural Engineer. The A/E will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. The key personnel specified in the contract are considered to be essential to the work being performed. Prior to diverting any of the specified key personnel for any reason, the A/E shall notify the Contracting Officer (“CO”) at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The A/E shall obtain written approval of the CO for any proposed substitution of key personnel.

B.7 Licensing, Accreditation and Registration

The A/E and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

B.8 Conformance with Laws

It shall be the responsibility of the A/E to perform under the Contract in conformance with the Department’s Procurement Regulations and all applicable District and federal statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.8.1 Service Contract Act

The A/E agrees that the work performed under the proposed Contract shall be subject to the Service Contract Act Wage Determination in effect on the date the contract is executed and such wages are incorporated as Attachment C. Service Contract Wage Schedules are available at www.wdol.gov.

B.8.2 First Source Employment Agreement and Employment Plan

The A/E shall ensure that at least fifty-one percent (51%) of each firm and every subconsultant’s and subcontractor’s employees hired after the effective date of the Contract, or after such subconsultant or subcontractor enters into a contract with the A/E, to work on the Project shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade. In addition, the A/E shall use commercially reasonable best efforts to comply with the workforce percentage goals established by the recently adopted amendments to the First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 et seq.) and any implementing regulations.

B.8.3 Living Wage Act

In addition to the requirements set forth in the First Source Employment Agreement, the A/E shall comply with all applicable provisions of the Living Wage Act of 2006, Attachment J, as amended (codified at D.C. Official Code §§ 2-220.01 et seq.) and its implementing regulations.

B.8.4 Equal Employment Opportunity (“EEO”)

The A/E shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs. In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment H. A contract award cannot be made to any contractor that has not satisfied the equal employment requirements.

B.9 Standard Contract Provisions

The Department of General Services Standard Contract Provisions for Architectural and Engineering Contracts Attachment G are applicable to this procurement.

B.10 Time is of the Essence and Substantial Completion Date

Time is of the essence with respect to the proposed Contract. Title I services shall be completed by 225 days from NTP or the date of execution of this Contract. The Title II services shall continue until the construction project achieves Substantial Completion (“Substantial Completion Date”) by the General Contractor.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror’s proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

C.1.1 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

C.1.1.1 A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.

C.1.1.2 Any vendor seeking certification in order to receive preferences under this RFP shall contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.1.1.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 LSDBE Participation

The Department requires that significant participation by business enterprises certified by DSLBD as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a resident-owned business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. At least 35% of the contract work must be awarded to entities that are certified as Small Business Enterprises by DSLBD. Offerors shall submit a SBE Subcontracting Plan (Attachment L) with their proposals. The SBE Subcontracting Plan 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.

C.2.1 Mandatory Subcontracting Plan and Requirements.

C.2.1.1 Unless the Director of DSLBD has approved a waiver in writing, in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

C.2.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph C.2.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (“CBEs”); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

C.2.1.3 A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1.1 and C.2.1.2.

C.2.1.4 Except as provided in C.2.1.5 and C.2.1.6, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE

prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

C.2.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

C.2.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

C.2.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

C.2.1.8 Subcontracting Plan

An Offeror responding to this RFP which is obligated to subcontract shall be required to submit with its Proposal, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. If the Agreement is in excess of \$250,000, at least 50% of the dollar volume of the Agreement shall be subcontracted with a CBE, 35% with small business enterprises ("SBEs").

The subcontracting plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

C.2.1.9 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the prime contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, the District of Columbia Auditor and the Director of DSLBD.

C.2.1.10 Subcontracting Plan Compliance Reporting

C.2.1.10.1 If the prime contractor has a subcontracting plan required by law for the proposed contract, the prime contractor shall submit a quarterly report to the CO, City Administrator (“CA”), District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- a) The price that the prime contractor will pay each subcontractor under the subcontract;
- b) A description of the goods procured, or the services subcontracted for;
- c) The amount paid by the prime contractor under the subcontract; and
- d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

C.2.1.10.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

C.2.1.11 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the prime contractor shall meet annually with the CO, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

C.2.1.12 DSLBD Notices

The prime contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

C.2.1.13 Enforcement and Penalties for Breach of Subcontracting Plan

C.2.1.13.1 An A/E shall be deemed to have breached a subcontracting plan required by law, if the A/E (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

C.2.1.13.2 An A/E that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

C.2.1.14 If the CO determines the A/E’s failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

C.2.1.15 Neither the A/E nor a subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the prime contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror's team and every subconsultant's employees hired after the selected A/E enters into a contract with the Department, or after such subconsultant enters into a contract with the A/E, to work on this Project, shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade. In addition, the selected A/E firm shall use commercially reasonable best efforts to comply with the workforce percentage goals established by the recently adopted amendments to the First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 et seq.) and any implementing regulations, including, but not limited to the following requirements:

- (i) At least 20% of journey worker hours by trade shall be performed by District residents;
- (i) At least 60% of apprentice hours by trade shall be performed by District residents;
- (i) At least 51% of the skilled laborer hours by trade shall be performed by District residents; and
- (iv) At least 70% of common laborer hours shall be performed by District residents;
- (v) Thirty five percent (35%) of all apprentice hours worked on the Project shall be worked by District residents.

C.4 Economic Inclusion Reporting Requirements

Upon execution of the Contract, the A/E and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the Project, the date that they were hired and whether or not they live in the District of Columbia.

The A/E shall comply with subchapter X of Chapter II of Title 2 of the D.C. Code, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder, and all successor acts thereto and the rules and regulations promulgated thereunder.

The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall (i) comply with the Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement

to DOES prior to beginning work on the Project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; and (v) submit monthly compliance reports to DOES by the 10th of each month.

C.5 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, (as amended, the Act) may apply to this Project. As applicable, the A/E and its subcontractors selected to perform work on the Project on a craft-by-craft basis may be required to comply with the Act. If applicable, all terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented, and the selected A/E shall be liable for any subcontractor non-compliance.

C.6 Special Provisions Related to the COVID-19 Emergency

- (a) Notwithstanding Section C.2.1 Mandatory Subcontracting Plan and Requirements for all contracts in excess of \$250,000 that are unrelated to the District's response to the COVID-19 emergency but entered into during the COVID-19 emergency, absent a waiver pursuant to D.C. Official Code § 2-218.51, at least 50% of the dollar volume ("CBE minimum expenditure") of the contract shall be subcontracted to SBEs.
- (b) If there are insufficient qualified SBEs to meet the requirement of paragraph (a), the subcontracting requirement may be satisfied by subcontracting the CBE minimum expenditure to any qualified CBE; provided, that best efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.
- (c) For every dollar expended by the Contractor with a resident-owned business (ROB), as defined in D.C. Official Code § 2-218.02(15), the Contractor shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (d) For every dollar expended by the Contractor with a disadvantaged business enterprise (DBE), as defined in D.C. Official Code § 2-218.33, the Contractor shall receive a credit for \$1.25 against the CBE minimum expenditure.
- (e) For every dollar expended by the Contractor that uses a company designated as both a DBE and as a ROB, the Contractor shall receive a credit for \$1.30 against the CBE minimum expenditure.
- (f) "COVID-19 emergency" means the emergencies declared in the Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of Public Health Emergency (Mayor's Order 2020-046), declared on March 11, 2020, including any extension of those declared emergencies.

- (g) This special provision shall apply to all option periods exercised under those contracts.
- (h) Except as provided in this paragraph C.6, the requirements of section C.2.1 shall remain in effect.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Award

The Department intends to award a contract to the highest rated qualified A/E firm if such contract is satisfactorily negotiated and at a price the CO determines to be fair and reasonable to the District.

D.2 Evaluation Process

The Department will evaluate Offerors' Proposals, qualified A/E firms and any best and final offers ("BAFO(s)") requested and received in accordance with the provisions of D.C. Official Code § 2-356.04 of the Procurement Practices Reform Act of 2010, as amended, and Sections 2620 – 2633 of the District of Columbia Municipal Regulations ("DCMR").

D.2.1 Evaluation Board

D.2.1.1 Selection and Appointment

The head of the contracting agency or designee shall appoint one (1) or more permanent or ad hoc architect-engineer evaluation board ("Evaluation Board") composed of members who, collectively, have experience in architecture, engineering, construction, and District and related procurement matters. Members of the Evaluation Board shall include highly qualified professional employees of the District and may include private practitioners of architecture, engineering, or related professions and shall evaluate all Proposals received from A/E(s) firm interested in the proposed contract under this RFP. The head of the contracting agency shall designate at least one (1) District employee member of each board as the chairperson.

D.2.1.2 Evaluation Board Responsibilities

The Evaluation Board shall:

- a. Review the Department's current data files on eligible A/E firms and Offerors' proposals received in response to this RFP.
- b. Evaluate current statements of A/E firms' qualifications and performance data on file with the Department and Offerors' proposals, in accordance with the prescribed criteria in Section D.3.
- c. Hold discussions with at least three (3) of the most highly rated qualified A/E firms about concepts and the relative utility of alternative methods of furnishing the required services; the A/E fees will not be discussed.
- d. Prepare a selection report for the CO recommending, in order of preference, at least three (3) A/E firms that are evaluated to be the most highly qualified to perform the required services, based on the selection criteria in Section D.3. The selection report shall include a description of the discussions and evaluation conducted by the board to allow the CO to: review the considerations upon which the recommendations are based; and, make a final, independent determination regarding the order of

preference of at least three (3) of the most highly qualified A/E firms based on the selection criteria in Section D.3.

D.3 Evaluation and Selection Criteria

Each Offeror's proposal and eligible A/E firm on file with the Department will be scored on a scale of 1 to 100 points. In addition, eligible Offerors and A/E firms on file with the Department will receive up to 12 preference points as described in Section C.1 and Section D.3.6 of this RFP for designation by DSLBD. Thus, the maximum number of points is 112.

A/E firms will be evaluated in accordance with the following selection criteria:

- ❑ Past Performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work, and compliance with performance schedules – A/E and sub-consultants (20 points)
- ❑ Professional qualifications necessary for satisfactory performance of the required A/E services (20 Points)
- ❑ Specialized Experience and Technical Competence in the type of work required under this RFP– A/E and its sub-consultants Key Personnel (30 points)
- ❑ Capacity to accomplish the work in the required time – A/E and its sub-consultants Key Personnel (10 points)
- ❑ Acceptability of Design Approach and Management Plan (20 points)
- ❑ DSLBD Preference Points (up to 12 Points)

D.3.1 Past Performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work, and compliance with performance schedules – A/E and sub-consultants (20 points)

Offerors will be evaluated based on their (i) past performance on contracts with the District, other governmental entities, and private industry in terms of cost control, quality of work and compliance with performance schedule; and (ii) the Offeror's past performance working with its proposed sub-consultants. This element of the evaluation will be worth up to twenty (20) points.

Offerors shall submit the following information in their Proposals:

- A. List of all projects that the Offeror and its sub-consultants have worked on in the last 5 years that are similar to this Project. For purposes of this paragraph, similar shall mean projects where the Offeror has served as the lead design consultant for a public facility (include if they were in an urban setting). This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the project, the original budget for the project, and whether the project was delivered on-time and on budget. If a project was not delivered on-time or on budget, a brief description of the reasons should be provided.

- B. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms Attachment K, are completed on behalf of the A/E are completed and submitted with the Proposal on the due date for Proposals as specified in Section E.3. A minimum of two (2) Past Performance Evaluation forms for each sub consultant should be incorporated in the Offeror's technical Proposal.

D.3.2 Professional qualifications necessary for satisfactory performance of the required A/E services (20 Points)

Offerors will be evaluated on their (i) professional qualifications for satisfactory performance designing public facilities; and (ii) demonstrated experience working as a lead designer in the past five (5) years for construction projects. This element of the evaluation will be worth up to twenty (20) points.

Offerors will be required to submit the following information in their Proposals:

- A. List of all projects that the Offeror and the sub-consultants have worked on in the last 5 years that demonstrate design experience of public facilities. Offerors should have served as the lead design consultant for a construction project. This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the project, the original budget for the project, and whether the project was delivered on-time and on budget. If a project was not delivered on-time or on budget, a brief description of the reasons should be provided. On each project description, please provide all of the following information in consistent order:
1. Project name and location.
 2. Name, address, contact person and telephone number for owner reference.
 3. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited.
 4. Identification of personnel involved in the selected project who are proposed to work on this Project.
 5. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected schedule should be explained).
 6. Renderings or photographs that show the interior and exterior of the project.

D.3.3 Specialized Experience and Technical Competence and in the type of work required under this RFP– A/E and its sub-consultants Key Personnel (30 points)

Offerors will be evaluated based on their (i) demonstrated experience in design excellence and design of public facilities in a manner that reflects civic importance and creates a sense of place and community; (ii) design of public facility; (iii) cost estimating and Value Engineering/management; (iv) knowledge of the local regulatory agencies and Code Officials; (v) demonstrated experience designing and completing high quality, construction projects on-time and

on-budget; (vi) Key Personnel's technical competence and specialized experience; and the availability and experience of the Key Personnel assigned to this Project. This element of the evaluation will be worth up to thirty (30) points.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Board will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture their (i) demonstrated experience in providing a full range of design services; (ii) and; (iii) demonstrated experience in managing, and their plan to manage, scope expansion in Project price on design development documents, or drawings of a similar level of completeness; (iv) Key personnel's technical competence and specialized experience; and (v) the availability and experience of the Key Personnel assigned to this Project.

Offerors will be required to submit the following in their Proposals:

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the Offeror A/E and its sub-consultants' technical competence and specialized experience relevant to this Project. On each project description, please provide all of the following information in consistent order:
 - 1. Project name and location.
 - 2. Name, address, contact person and telephone number for owner reference.
 - 3. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited.
 - 4. Identification of personnel involved in the selected project who are proposed to work on this Project.
 - 5. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected schedule should be explained).
 - 6. Renderings or photographs that show the interior and exterior of the project.
- B. A description of the A/E's and sub-consultants' Key Personnel professional qualifications, specialized experience and technical competence necessary for satisfactory performance of the required services, to include at a minimum the following:
 - 1. List of Key Personnel to include, at a minimum, the following individuals: the Design Principal; (ii) the Project Architect; (iii) the Project Designer; (iv) the MEP Engineer; and (v) the Structural Engineer.
 - 2. Organizational chart illustrating reporting lines and names and titles for Key Personnel proposed by the A/E.
 - 3. Resumes for each Key Personnel proposed by the A/E and sub consultants indicating the individual's previous experience, education, licensing, certifications

specialized experience and demonstrated technical competence necessary to successfully complete their role in the Project; and

4. A table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); and (iv) the time periods during which the individual will be assigned to the Project and (v) experience working together. This table should include all personnel that will be assigned to the Project.

D.3.4 Capacity to accomplish the work in the required time of the RFP – A/E and its sub-consultants Key Personnel (10 points)

Offerors will be evaluated based on the A/E and its sub consultants Key Personnel's capacity to meet the needs of this Project within the required time of the RFP. The Offeror shall include an analysis of the overall proposed contributions of the A/E and sub consultants as well as the capacity of the individual Key Personnel for this project relative to the current and projected workloads. This element of the evaluation will be worth up to ten (10) points.

The Offeror shall submit a detailed analysis demonstrating that they have the necessary capacity to meet the government schedule. This plan must identify the necessary resources required for the completion of the Project and must include at a minimum the following:

- a) Company resources available to the project manager;
- b) Proposed subcontracting effort in connection with obtaining additional resources;
- c) Current contracts with other public and private entities;
- d) All current projects with the District and DGS and the stage of each project;
- e) A time allocation plan indicating the percentage of time key personnel is allocated over all projects.

D.3.5 Acceptability of Design Approach and Management Plan (20 Points)

Offerors shall submit: (i) a discussion of their intended Design Approach; and (ii) a Design Management Plan. These elements of the proposal can be submitted either as separate portions within the Proposal or as a single integrated section.

The Design Approach shall address the basic design theory or ideas that the Offeror proposes to employ in approaching the design of the Project. The Design Approach will be evaluated on the creativity demonstrated and workability of the solutions proposed. The Management Plan shall clearly explain how the Offeror intends to manage and implement the Project, to include all contemplated phasing. Among other things, the Management Plan should explain (i) how the Offeror will manage the engineering subconsultants so as to ensure that the drawings are properly coordinated, including coordination of the drawings in light of the phasing of the project; (ii) how

the Offeror will manage the Value Engineering/management process; (iii) how the A/E proposes to staff and handle construction administration and interact with the builder; (iv) how the Offeror will manage the design process to ensure that bid packages are issued in a timely manner and incorporate agreed upon Value Engineering changes; and (v) describe the key challenges inherent and unique to this Project (2nd District Headquarters Miscellaneous Renovations), and explain how they will be overcome or mitigated, specific attention should be given to the phasing of construction. The Department will also consider the experience that the Offeror and its team members have working together on similar projects. This element of the evaluation is worth up to twenty (20) points.

D.3.6 Preference Points (up to 12 Points)

At the conclusion of Evaluation Board's discussions and evaluations, up to 12 preference points, as described in Section C.1 of this RFP, will be added to the Evaluation Board's scores based on each eligible A/E firm's status as determined by the DSLBD. Thereafter, the Evaluation Board will prepare a report for the CO recommending, in order of preference, at least three (3) A/E firms evaluated to be the most highly qualified to perform the required services, based on the selection criteria in Section D.3 of this RFP. The evaluation report will allow the CO to: review the considerations upon which the recommendations are based; and, make a final, independent determination regarding the order of preference of at least three (3) of the most highly qualified A/E firms based on the selection criteria in Section D.3.

D.4 Discussions

The Evaluation Board will hold discussions with no less than three (3) A/E firms determined to be the most highly qualified A/E firms to provide the required services based upon the criteria set forth in Section D.3. The Evaluation Board will discuss concepts and the relative utility of alternative methods of furnishing the required services and rate the A/E's ability to meet the selection criteria in Section D.3 of this RFP. The discussions will be scheduled through the Department's Contracting and Procurement Division and will include the Evaluation Board and the CO or CO's designee. The Evaluation Board will prepare its selection report based on the discussions and the evaluations conducted.

D.5 Negotiations

The CO will then negotiate a contract with the highest qualified A/E based on the selection report that is provided by the Evaluation Board, at a price that the CO determines in writing to be fair and reasonable to the District. If negotiations are not successful, then the CO shall terminate negotiations with that first highest qualified A/E and undertake negotiations with the second most qualified A/E firm. The CO will follow the same process to terminate negotiations if negotiations with the second most qualified A/E firm is not successful and will initiate negotiations with the third most qualified A/E firm.

SECTION E
PROPOSAL ORGANIZATION, PROPOSAL SUBMISSION PROCEDURES
AND
PROTESTS

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 Proposal Identification

Proposals shall be submitted as follows:

Pursuant to the current District of Columbia Government, State of Emergency executive order signed by Mayor Muriel Bowser on March 11, 2020 in response to the current SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, All Proposals shall be submitted electronically, as follows:

An electronic copy of the complete proposals (Technical and Price Proposals) shall be submitted electronically to the individuals listed in Section E.2 by the Due Date in Section E.3 of this RFP. The email should be titled: "Proposal for Architectural/Engineering Services for the Metropolitan Police Department 2nd District Headquarters Miscellaneous Renovations – DCAM-21-AE-0012"

E.2 Delivery of Proposals

Proposals must be uploaded to Contracts & Procurement Division's Submission Portal using the link below:

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

The Submission Portal's preview is attached to this RFP as Attachment N.

In addition to the above, the Proposal should also include:

- a) A list of key personnel, to include the (i) the Field Superintendent, and (ii) the Project Manager as appropriate for the Scope of the Work, that would be assigned to this Project and details of the personnel experience, qualifications, certifications and time dedicated to this Project. The Contractor will not be permitted to reassign any of the key personnel unless the Department approves, in writing, the proposed reassignment and the proposed replacement.
- b) Potential subcontractors and suppliers that the Contractor intends to utilize in the performance of the proposed Award;

- c) A project management plan and preliminary schedule outlining how the Offeror intends to implement the Project, key subcontractors and vendors that will be utilized, means and methods that will be implemented to accomplish the Scope of Work and achieve milestone schedule dates required in the RFP;
- d) Subcontracting Plan as set forth in **(Attachment H)**, refer to **Section 5.11 of this RFTOP**.
- e) First Source Agreement, in the form of **(Attachment I)**;
- f) Provide a copy of your firms' Clean Hands Certificate that indicates compliance from the OTR self-service portal at MYtax.dc.gov. The new process generates the certificates instantaneously which can be printed or downloaded immediately.
- g) Licenses: A copy of each District of Columbia license, registration, or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the Offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements.
- h) Equal Employment Opportunity Policy Agreement, in the form of **(Attachment J)**;

E.3 Date and Time for Receiving Proposals

Proposals shall be received by 4:00 p.m., on July 12, 2021. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

E.4.1 Technical Proposal

The technical proposal shall be organized as follows:

E.4.1.1 Executive Summary

Each Offeror shall provide a summary of no more than three pages of the information contained in the following sections.

E.4.1.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the principal A/E firm and each of its subconsultants.

A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)

B. Firm profile(s), including:

- 1. Age
- 2. Firm history(ies)

3. Firm size(s)
4. Areas of specialty/concentration
5. Current firm workload(s) projected over the next two years
6. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

C. Description of the team organization and personal qualifications of key staff, including:

1. Identification of the single point of contact for the A/E
2. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
3. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.

E.4.1.3 Information for each Selection Criteria

Offerors shall provide the required information and analysis for each selection criteria as described in Section D.3 of this RFP.

E.4.2.1 Form of Offer Letter

Each Offeror shall submit an offer letter substantially in the form of Attachment B, to propose a Design Fee and hourly rates, in accordance with the attached pricing schedule, and outline any requested changes to the Form of Contract. Material deviations, in the opinion of the Department, from the bid/offer form shall be sufficient to render the proposal non-responsive.

The Department intends to award the Contract to the most qualified firm with which the CO successfully negotiates a contract; and, the cost information will be used to evaluate and negotiate a fee and hourly rates for this Project that the CO determines to be fair and reasonable to the District.

E.4.2.2 Fee Proposal Attachments

Each Offeror shall complete and submit the following Attachments in the Offeror's Fee Proposal, which will not be used for evaluation purposes.

- a) Bidder/Offeror Certification Form (Attachment D)
- b) Tax Affidavit (Attachment E)
- c) EEO Policy Statement (Attachment H)
- d) First Source Employment Agreement and Employment Plan (Attachment I)
- e) SBE Subcontracting Plan (Attachment L)

- f) Certificate of Clean Hands (“CCH”) – CCH can be downloaded from this link: <https://mytax.dc.gov/#1>
- g) A copy of Offeror’s business license

E.5. Contact Person

The Department’s sole point of contact (“POC”) for matters related to this RFP is the only individual authorized to discuss this RFP with any interested parties, including Offerors. The POC does not have authority to bind the District through the execution of written contract documents. Only COs can bind the District and DGS.

All questions and communications with the Department’s POC about the Project or this RFP shall be sent in writing to:

Tracy Birkett
Contract Specialist
Department of General Services
1250 U Street, 3rd Floor
Washington, DC 20009
cp.contract-spec7@dc.gov

The Department disclaims the accuracy of information derived from any source other than this RFP and the Department’s POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror’s point of contact identified in its Proposal.

E.6 Pre-Proposal Conference

A virtual Pre-Proposal Conference will be held on June 16, 2021 at 10:00 a.m., EST. Interested Offerors are strongly encouraged to attend.

The WebEx conference link and details are as follows:

[Join Meeting](#)

In order to do a sign-in sheet for the pre-bid conference call, bidders’ representative(s) who will attend this event shall submit their name, title, firm’s name and telephone number no later 1:00 p.m., EST on June 17, 2021 to Tracy Birkett at cp.contract-spec7@dc.gov.

E.6.1 Site Visit

The site visit will be held at 10:00 a.m. to 11:00 a.m., EST on June 21, 2021 at 3320 Idaho Avenue, NW, Washington, DC. Interested Offerors are strongly encouraged to attend.

In response to the COVID-19 Declaration of National Emergency and in accordance with CDC recommended protocols to help protect the health and safety of everyone and the social distancing guidelines issued by the District of Columbia's Mayor Muriel Bowser, the Department is hereby implementing the following protocols to govern site visits for all active procurements while maintaining fair and open competition:

- a) Site visit attendees are required to wear face mask at all times during the site visit.
 - b) Site visits will be limited to a maximum of 10 persons, per site visit.
 - c) Social distancing standards shall be maintained at all times during the site visit.
 - d) Attendance to all site visit requires a pre-registration with the Contract Specialist at cp.contract-spec7@dc.gov no later than 1:00 p.m., EST on June 17, 2021.
 - e) To ensure 1 and 2 above are completely implemented, the Bidders shall receive a confirmation for their attendance from the Contract Specialist prior to site visit.
 - f) Each Bidder will be limited to two (2) representatives unless otherwise authorized by the Contracting Officer or stated in the solicitation.
 - g) Multiple site visits will be scheduled as necessary and reasonable to accommodate all interested contractors
-
- h) Video and photographs will be permitted in the site visits unless otherwise stated in the solicitation.

E.7 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a Proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

E.8 Protests

Protests are governed by D.C. Official Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this RFP must be filed prior to the time set for receipt of Proposals. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering Proposals. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated periods will not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This Section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. The applicable law and regulations apply, to the extent any provision of this section is inconsistent with law or regulations.

E.9 Contract Award

This procurement is being conducted in accordance with D.C. Official Code § 2-356.04 of the Procurement Practices Reform Act of 2010, as amended, Sections 2620 – 2633 of the District of Columbia Municipal Regulations ("DCMR"), and Section 4717.5 of the Department's Procurement Regulations (27 DCMR § 4717.5).

E.10 Retention of Proposals

All Proposals shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the Proposals shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

E.11 Examination of Proposals

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

E.12 Late Proposals: Modifications

- A. Any proposal or BAFO received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a proposal, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in Section E.8 stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is

the time-date stamp of such installation on the Proposal wrapper or other documentary evidence of receipt maintained by the installation.

D. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful proposal which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.

E. Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

E.13 No Compensation for Preparation of Proposals

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any Proposal submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any proposal, statements, reports, data, information, materials or other documents or items.

E.14 Rejection of Proposals

The Department reserves the right, in its sole discretion:

A. To cancel this solicitation or reject all proposals.

B. To reject proposals that fail to prove the Offeror's responsibility.

C. To reject proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the Proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.

D. To waive minor irregularities in any proposal provided such waiver does not result in an unfair advantage to any Offeror.

E. To take any other action within the applicable Procurement Regulations or law.

F. To reject the proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal or this Request for Proposals.

E.15 Limitation of Authority

Only a person with prior written authority from the CO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the RFP.

Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

SECTION F INSURANCE REQUIREMENTS

The A/E shall maintain the following types of insurance throughout the life of the contract.

A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other

endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's

umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor’s liability under this contract.
- E. **CONTRACTOR’S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And emailed to the attention of:
Pamela Ford Dickerson
Department of General Services
2000 14th Street, NW, 4th Floor
202.576.5596
Pamela.dickerson@dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

SCOPE OF WORK

Architectural/Engineering Services for the
District of Columbia Metropolitan Police
Department Miscellaneous Facilities Upgrades
at the 2nd District Headquarters at 3320 Idaho
Avenue NW, Washington, DC

DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES

PROJECT: 2ND DISTRICT HEADQUARTERS MISCELLANEOUS FACILITY
UPGRADES

TITLE-I SERVICES

1. SERVICES TO BE PERFORMED:

The Architect/Engineer (“A/E”) shall provide services to prepare and submit Program of Requirements (“POR”), Schematic Design, Design Development, Construction Documents and associated Project Specifications, Bid Phase, and Construction Administration for the District of Columbia Government for the construction of the items listed in this Scope of Work (“SOW”). The A/E shall submit a cost estimate during each of these six project phases, prior to the development and completion of the reports, construction documents and project specifications. Upon completion of the construction documents, the A/E shall submit a final detailed construction cost estimate to accomplish the work. It will be the responsibility of the A/E to review all existing documentation, interview key personnel, and conduct site visits and assessments as required to prepare the final documents.

2. COORDINATION TO BE PERFORMED:

The A/E shall meet with all the appropriate regulatory agencies to include, but not be limited to an the Historic Preservation Office (“HPO”), Department of Consumer and Regulatory Affairs (“DCRA”), Department of Energy & Environment (“DOEE”), National Capital Planning Commission (“NCPC”), Commission of Fine Arts (“CFA”), DC Water, Pepco, and Washington Gas to ascertain zoning analysis, deed restrictions and requirements, traffic study, and potential environmental considerations for compliance. Upon complying with the aforementioned requirements and satisfactorily addressing all comments in the reviews, the A/E shall submit the final permitted documents to the Department of General Services (“DGS”).

SCOPE OF WORK: MPD requests written proposals to secure Design Services for the 2nd District Headquarters located at 3320 Idaho Avenue, NW, Washington, DC. MPD is committed to renovate this facility to ensure that all systems function properly for the intended purpose, and so MPD’s maintenance staff has adequate system access, control, monitoring capabilities, documentation and training to properly monitor, manage and maintain the facility. The proposed improvements will meet the existing and future needs of the department.

Program of Requirements – Task 1:

Identify Key Staff

- Firstly, identify each of the key DGS and MPD staff on the project, and key MPD stakeholders and users to be interviewed.
- MPD staff to be interviewed should include members of the Office of the Police Chief, Office of Facilities MPD headquarters and divisions leadership, and other identified key staff responsible for identified areas of MPD operations.
- Review all previously developed condition assessment, programming and planning documents provided by DGS and MPD.

Orientation Meeting

- Conduct an orientation/kick-off meeting for all key DGS and MPD staff to explain the process and how each person can participate most effectively.
- During this meeting, distribute and explain questionnaires.
- Review the results of previous studies to discuss any changes and updates since these reports were completed.
- Discuss the overall project preliminary goals and objectives to establish a consensus with the project team that guides the development of the project programming and planning and confirms the course of action including:
 - Organizational Goals
 - Form and Image Goals
 - Functional Goals
 - Economic Goals
 - Time Goals

Tours of Existing Facilities

After the questionnaires have been completed and collected, the key DGS and MPD staff and A/E Firm will assemble for tours of existing facilities including:

- Tour the existing MPD 2nd District Headquarters facilities to view the work and operations in progress.

Interview Key Staff

- Conduct interviews of approximately 1 to 2 hours in length with each of the identified MPD staff and headquarters and divisions leadership and key staff to determine more fully the needs, requirements, and current operating procedures within the department; these interviews should follow the facility tours to encourage input and reference points.
- For MPD 2nd District Headquarters, interviews will identify the number of staff, vehicles, key design issues, the type of work each person performs, the storage requirements, and the function and responsibilities of each department where there is significant interface.
- Specific information to be gathered and discussed during the on-site interviews will include, but not be limited to, addressing the following areas:

- o Review key design issues for each space and/or functional area within the planned facility.
- o Review current staffing plans and organization charts.
- o Review hours of operation and site and building security requirements.
- o Review office, assembly, and operational spaces.
- o Review staff support space needs including restroom, shower, and locker areas, kitchens, break rooms, and vending areas.
- o Review supervisory, control, and dispatch requirements.
- o Review meeting, training, and conference room needs.
- o Review requirements for apparatus bays.
- o Review fleet parking requirements.
- o Determine number and size of various workstations and offices.
- o Determine storage requirements for supplies, materials, and archives.
- o Determine parking requirements for MPD, employee visitor, and delivery vehicles.
- o Compare identified needs with national standards and industry best practices.
- o Review latest innovations and applicability to MPD headquarters operations.
- o Review special IT, AV, and Operation Center needs of MPD headquarters.

Inventory Existing Facilities

- Determine how much space MPD 2nd District Headquarters facilities currently occupy; document the space by functional area.
- Assumption: DGS and MPD to provide scaled drawings of the facility and other documents which can be used to help compile this data.

Analyze Growth/Consolidation Data

- Analyze the growth data provided by MPD.
- Develop staff and space projections based upon the growth/consolidation in staff size, and other factors identified by MPD staff.

Prepare Preliminary Space Needs Program

- Prepare a Preliminary Space Needs Program based upon the information learned through the questionnaires, interviews, review meeting, and growth analysis.
- Include existing square footage, the amount currently required and the projected area to meet growth and changes that may be anticipated over the next 5, 10, 15 and 20 years. Space will be programmed for: Developing Design Criteria
 - o Interior space of 2nd District Headquarters (see Developing Design Criteria below).
 - o Parking for 2nd District Headquarters staff.
 - o Exterior and vehicle spaces (e.g., open material storage, vehicle circulation, employee parking, agency vehicle parking, visitor parking).
 - o Site spaces (e.g., landscaping, setbacks and stormwater management).

- o Submit Preliminary Space Needs Program for review by DGS and MPD

Develop Preliminary Bubble Diagrams

- Develop preliminary bubble diagrams (after approval of preliminary space needs program above) based on the information learned through the questionnaires, interviews, and the review meeting, and identify the relationships between departments and between each space within the departments.

Prepare Programming Report

- Prepare a Facility Program Report to include a narrative description of all functional areas and operations, staff and vehicle projections, and the space program.
- Address strategies for flexibility, centralization versus decentralization, phasing, future growth and expansion.

Sustainability Considerations / LEED Certification

- Identify LEED opportunities to be used for planning and designing the MPD facility.

Deliverables:

- Programming Questionnaires
- Preliminary Space Needs Program
- Programming Report (delivered electronically via PDF) including:
 - o Project Overview / Executive Summary
 - o Basis for Design (Interview Documentation)
 - o Space Needs Program (Spreadsheet)
 - o Operational Analysis
 - o Bubble Diagrams

Task 2 – Developing Design Criteria:

The purpose of the Developing Design Criteria Task is to develop the specific criteria required to plan and design the functional and operational features of the new facility.

Develop design criteria to be used for planning and designing the 2nd District Headquarters facility and identify the preliminary functional requirements for building systems including architectural, structural, mechanical, electrical and plumbing such as:

- Materials, finishes, and clearance requirements throughout the project.
- General site grading, paving, and drainage issues.
- Functional spacing and placement of structural systems.
- Ventilation requirements for each functional area.
- Minimum design temperatures for heating and cooling for each functional area.

- ❑ Lighting levels and type of lighting for all exterior areas including employee and visitor parking, and outside secure storage.
- ❑ Lighting levels and type of lighting for each functional area within the facility.
- ❑ Functional areas and equipment to be included on an emergency power generating system.
- ❑ Fire protection and service fluids piping and storage systems.
- ❑ Security requirements and access control.
- ❑ Design impacts on the use of alternative fuels.

Deliverables:

- ❑ Preliminary Design Criteria

Design Phases:

The A/E Team is responsible for all design phases for a complete and comprehensive facility that will allow MPD to effectively and efficiently handle the requirements of its uniformed personnel and WILL INCLUDE THE DESIGN SPECIFICATIONS OF THE FINAL PROGRAM OF REQUIREMENTS.

A representative example and general description may include, but not be limited to the following, as will be determined by the final POR report:

Miscellaneous Upgrades, with design criteria for a minimum LEED Silver v4 (or higher) with enhanced commissioning rating and exterior design suitable for the location. The project design will also need to provide for ADA accessibility in the public entrance.

Key facility areas and functions include, but are not limited to:

2ND DISTRICT HEADQUARTERS INTERIOR

- ❑ Remove and replace approximately 3,000 sq/ft of nylon, high traffic 20oz carpet.
- ❑ Remove and replace one 75-gallon water heater and three pumps.

2ND DISTRICT HEADQUARTERS EXTERIOR

- ❑ Remove and replace approximately 5,100 sq/ft of steel exterior structure.
- ❑ Remove and replace approximately 3,195 sq/ft of brick veneer exterior structure.

Site works include, but are not limited to, miscellaneous demolition, site improvement and site utilities. To achieve a minimum LEED Silver v4 rating, site features that facilitate sustainability will include, but are not limited to:

- ❑ Transit stop
- ❑ Bioswale storm water runoff mitigation
- ❑ Pervious paving

3. It shall be the responsibility of the A/E to review all existing design documents for the development of the final construction document.

3.1. Project Summary:

3.1.1. Agency Tenant: Metropolitan Police Department (MPD)

3.1.2. Facility address: 3320 Idaho Avenue, NW, Washington, DC

3.1.3. Construction Costs: Estimated: \$12-\$22 million

3.2. DC Green Building Act: The Project shall be designed to comply with the District of Columbia Green Building Act of 2006 (and any subsequent revisions). The District shall bear all costs for LEED Silver v4 certification and shall reimburse the A/E for registration and interpretations/clarifications.

3.3. Project Team: The A/E shall provide a narrative response to the SOW in terms of approach as outlined in the RFP. DGS reserves the right to change the team leader if the actions of the team leader become detrimental to the schedule, the cost of the project, or does not meet the needs of the agency clients.

3.4. Cost Estimate: A cost estimate shall be developed per the Attachment-A2 requirement at each submission stage and provided both in hard copy and on electronic file format. The cost estimate will adhere to Construction Specification Institute (CSI) format.

3.5. Project Communications: The A/E shall be responsible for developing and implementing a communications plan for the project to include production and distribution of status reports to stakeholders, preparation for agency meetings and presentations, and briefings to District and other government officials. The A/E shall develop a computer-generated rendering if applicable. All design-related scheduling shall be completed in Required Scheduling Software as determined appropriate by the Project Manager.

3.6. Bidding and Permitting Stage: The A/E shall be responsible for obtaining any such building permits and clearances in accordance with Attachment-A2. The A/E shall attend pre-bid meetings to answer questions that may arise regarding the construction documents.

3.7. Document Preparation: The final submission of required drawings shall be provided in Computerized Graphic Software, and Specifications shall be provided electronically in MS Word format.

3.8. Design Submissions: The A/E shall make design submissions in accordance with “Attachment-A2, Technical Requirements and Submittal Guide”. A design submission will be due at the completion of the Program of Requirements Phase (15%), Schematic Design Phase (35%), Design Development (70%), and Construction Documents (90%) for review and approval to move to the next phase.

3.9. Services: Title I Services shall be deemed complete once the A/E obtains the required building permits (building permit fees are reimbursable) and the construction contract is awarded to the General Contractor.

4. DOCUMENTS AND DATA TO BE FURNISHED BY THE DEPARTMENT OF GENERAL SERVICES:

- 4.1. The District shall provide readily available documentation for the Project. The A/E shall visit the site and be responsible for performing a visual field verification of the actual existing conditions (see Attachment-A2). Any documents provided by the District that indicate the existing conditions shall be used for information purposes only.
- 4.2. Attachment-A2, "Technical Requirements and Submittal Guide" is made a part of this Request for Proposal.

5. GENERAL REQUIREMENTS

The work under this contract shall be performed and documented in a professional manner.

- 5.1 The A/E shall coordinate all work through the Project Manager, including but not limited to all site surveys and other field investigations germane to the work.
- 5.2 The A/E shall check all drawings and specifications for accuracy and detailed coordination. At the 100% submission, the A/E shall meet with all the appropriate regulatory agencies to discuss and review the drawings with them for compliance, if required. Upon complying with the aforementioned requirements, the A/E shall submit the final documents for peer review by DGS.
- 5.3 A/E shall apply for and obtain a building permit from HPO, DCRA, DDOE, NCPC, CFA, DC Water, Pepco, and Washington Gas prior to releasing the final documents for bids. All costs associated with the work of obtaining the permit shall be included in this proposal. The actual cost of the permit is not to be included in your proposal. The District may require the A/E to pay the actual cost of the permit and the District will reimburse the same upon submitting the paid invoice and an allowance will be included in the contract for the cost of the permit.
- 5.4 A/E shall validate and submit to DGS the general contractor's final as-built drawings both in hard copies and soft copies. The soft copies shall be in PDF and AutoCAD format. The District shall reserve the right to re-use the AutoCAD format drawing submitted. Two (2) CD copies each of PDF and AutoCAD submittals shall be submitted to DGS. Two (2) for hard copies shall also be submitted.
- 5.5 The A/E may be held financially responsible for all errors and omissions resulting in a deficient design or changes including funds spent by the District to correct the documents or redesign and complete construction exercise.
- 5.6 The District will provide the A/E access to the DGS Project Management software. The A/E shall be responsible for using Project Teams to execute selected contract document requirements in coordination with DGS PM to include communication with the general

contractor during the construction phase.

6. INSURANCE:

6.5. The A/E shall maintain insurance coverage as specified in the RFP.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF GENERAL SERVICES
CAPITAL CONSTRUCTION SERVICES ADMINISTRATION

DISTRICT OF COLUMBIA METROPOLITAN POLICE DEPARTMENT (MPD)

2ND DISTRICT HEADQUARTERS MISCELLANEOUS
FACILITY UPGRADES

3320 IDAHO AVENUE NW, WASHINGTON, DC

“TECHNICAL REQUIREMENTS AND SUBMITTAL GUIDE”

CONTRACT NO. _____

Revision: November 2010
August 2000
June 1988
February 1986
June 1985
June 1981

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DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES

“TECHNICAL REQUIRMENTS AND SUBMITTAL GUIDE”

METROPOLITAN POLICE DEPARTMENT (MPD)

**2ND DISTRICT HEADQUARTERS MISCELLANEOUS
FACILITY UPGRADES**

3320 IDAHO AVENUE NW, WASHINGTON, DC

1. **GENERAL INFORMATION:**

- 1.1. All written requests or correspondence regarding this Contract shall be addressed to the Capital Construction Services Division, Department of General Services (“DGS”), 1250 U Street – 4th Floor Construction Division, Washington, DC 20009, unless otherwise specified in the Contract. In all matters pertaining to this Appendix, information and coordination shall be through the DGS Capital Construction Services Division.
- 1.2. All final decisions relating to design are within the purview of the Director, Department of General Services or the Director’s authorized representative.
- 1.3. During the construction period of the facility for which services are to be performed under this Contract, the Architect/Engineer (“A/E”) shall, without additional cost to the District of Columbia (the “District”), be available for complete consulting services on errors, omissions and discrepancies in drawings and specifications for all phases of the design.
- 1.4. Changes in this Attachment-A2 may be made from time to time to accommodate modifications in the requirements of the District, or the requirements for the particular project set forth in the Scope of Work (“SOW”) of the Contract. Such changes, when required, shall be identified as a Supplement and/or Errata Sheet and numbered sequentially, and/or specifically amended. Changes applicable only to a specific project and Contract shall be identified as supplement and/or specifically amended in the SOW, and be applicable to have effect only with respect to the project and Contract number to which attached and made a part thereof.

2. **SCOPE AND DEFINITION:**

This Attachment-A2 defines both the technical requirements and the submittal schedules as required for the District.

2.1. **Technical Requirements:**

It is expressly understood and agreed that requirements set forth hereafter are minimum requirements only, not intended to be all inclusive, and that, notwithstanding the absence of any provision of this Attachment-A2. Therefore, it is the responsibility of the A/E to provide all services necessary for a complete and integrated design of the facility specified in the SOW. This will include all design engineering features, equipment, system, etc., usually or customarily found in or necessary for the design of a structure or facility of the kind and type described therein, together with technical

specification, design analyses, construction cost estimates, renderings, photographs, and scale models.

2.2. Submittal Schedule:

The preparation of the documents for construction work is complex, exacting, and time-consuming. In each project there are a minimum of three interested parties: the end user, DGS and the A/E. The establishment of a mutually acceptable design with the minimum effort will be accomplished by graphic and textual design solutions to be submitted for critical review and comment at certain development stages. The quantity and the development stage of these submissions will vary according to complexity of the work. Following are the submissions for most projects and their minimum contents, unless specifically amended in supplement(s) and/or Scope of Work Attachment-A1:

<u>NO.</u>	<u>Submission</u>	<u>% Completed</u>
I.	Program of Requirements Phase	15% Completed
II.	Schematic Design Phase	35% Completed
III.	Design Development	70% Completed
IV.	Construction Documents Phase	90% Completed
V.	Compliance Phase	Final

2.3. Document Preparation:

All documents to be prepared under this Contract will be:

- 2.3.1. Accomplished by the A/E in a clear, orderly, intelligible and professional manner; suitable for reproduction; and
- 2.3.2. Identified by the appropriate project name and number assigned by DGS.
- 2.3.3. Prior to the submittal of any design drawings, specifications, engineering analyses, construction cost estimates, and studies, the A/E shall completely check and coordinate same for accuracy, compliance with the District of Columbia Building Codes, other applicable codes and regulations, and for compliance with the additional requirements outlined hereafter.

Review Time: The A/E shall submit to DGS, a schedule (Monthly Progress Report) showing the salient features of the Work and its start and finish dates. The A/E shall develop a "Monthly Progress Report Guide" for approval by the Project Manager. In preparing the Schedule of Work, the A/E shall allow time for each review by DGS/Construction Division. The review time allowance in calendar days shall be measured from the time DGS receives the submittal until DGS returns the submittal to the A/E, shall be as follows unless otherwise altered in the SOW:

<u>NO.</u>	<u>SUBMISSION</u>	<u>REVIEW TIME</u> (calendar days)
------------	-------------------	---------------------------------------

I.	Program of Requirements Phase-----	20
II.	Schematic Design Phase-----	14
III.	Design Development Phase-----	14
IV.	Construction Documents Phase-----	14
V.	Compliance Phase Final Submission-----	14

Note: The above submissions and schedules may be amended by Scope of Work Attachment-A1 and/or Supplement(s).

2.3.3.1. Monthly Progress Report: See General Provisions, Section 3.

2.3.3.2. Time:

It is understood and agreed that time is of the essence for the performance of the Services provided or required by this Contract. The A/E shall assist the District in preparing, modifying and updating a schedule that will include the A/E's Services, DGS reviews and approvals, and the review and approval of governmental authorities having jurisdiction over the Project and the orderly progress of the design and development of the Project and each Phase thereof (the "Project Schedule"). The Project Schedule shall be prepared so as to coordinate with the dates and objectives of the District's schedules, the Design Schedules, the Construction Phase Schedule, and will not delay the construction and/or completion of the Project. Should the A/E become aware of delays from any source caused by the A/E or others, the A/E shall provide written notice to the Project Manager of such delays within three (3) days of becoming aware of such delays.

2.4. Reviews:

2.4.1. The preparation of construction documents is a combined effort of the professional A/E, DGS, the user, and other assignees that are experts in their disciplines. The documents must accurately and completely reflect the design concept to ensure the Project is constructed properly. DGS retains private professional architects and engineers to accomplish this work, confident that their expertise and experience will yield proper documents for the construction of a complete project.

2.4.2. The District shall provide reviews to aid in the correct interpretation of the users' requirements to encourage appropriate creativity in design, corroborate

the selected engineering system, and to assess the production of the project. DGS does not consider checking and cross-checking for accuracy of the document to be its obligation. The A/E is completely responsible for all facets of the development of the documents' constructability reviews. The constructability review process shall assure that:

- 2.4.2.1. The project, as detailed in the plans and specifications, can be constructed using standard construction methods, materials and techniques;
- 2.4.2.2. The plans and specifications provide the contractor with clear, concise information that can be utilized to prepare a competitive, cost-effective bid; and
- 2.4.2.3. The Work, when constructed in accordance with the plans and specifications, will result in a project that can be maintained in a cost-effective manner by the District over the life of the project.

3. SURVEYS AND HAZARDOUS MATERIALS:

3.1. Surveys:

3.1.1. Plat Map:

A "Plat Map" for the project site will be obtained by the A/E to be incorporated in the construction documents.

3.1.2. Topographic Survey:

The A/E shall order the topographic survey immediately after receiving the commission for the work. He shall prepare and submit one (1) reproducible copy of a topographic survey map of the site of the facility in sufficient detail to permit the proper and efficient execution for the work required by this Contract, unless notified otherwise. The area to be surveyed will include a 50 feet wide strip around the entire perimeter except where there is no right of entry. The topographic survey maps will be at a scale of not less than 1" = 20'-0", and will show and/or include: (i) contours at 1'-0" vertical intervals where slopes are 10% or less, contours at 2'-0" vertical intervals where slopes are greater than 10%; and (ii) all natural and artificial features including, but not limited to, the following: (a) building, sheds and other structures, both existing and previously demolished, where possible; (b) elevation of basements, areaways, vault floors, etc.; (c) retaining walls, terrace walls, steps, curbs, etc., with top, bottom and adjacent grade elevations; (d) roads, walks, driveways, and other paved areas (Indicate kind); (e) fences, gratings and drainage structures; (f) water, sewer and utility lines, manholes, vaults and both rim elevation and invert elevation; (g) telephone, power and light poles; (h) grass, lawn, weed, bush, and wooded areas; (i) trees, 3" diameter and over, and (j) fields, bare earth and exposed rock areas. The boundary, as indicated by the "Plat Map" and the location of existing markers will be shown on the topographic map. The marker location will be obtained from

the D.C. Surveyor's office. At least one boundary line extending the full length of the site will be located from existing markers and defined by a new marker at each end. All topographic features and all new construction will be accurately located from this boundary line. The Topography Survey shall be a survey of record and shall be sufficiently accurate for building design to be developed without requiring any major plan change when the official survey is prepared.

3.1.3. Zoning Report:

Prepare a zoning analysis and site map that describes what the current site option allows and requires in terms of the site setbacks, height restrictions, FAR, Use Groups and Prohibited Uses. Identify any site easements or rights of way as well as any special restrictions or considerations that may have an impact on how the site may be used.

3.1.4. Soils Data:

The A/E shall confer with the Project Manager within five (5) days after NTP and also immediately after acceptance of the Schematic Phase by DGS on the location, quantity and depth of soil identification holes.

3.1.3.1. The A/E shall provide two (2) copies of the following with each required soil evaluation: Soil boring, soil samples and certified boring logs. The boring logs will show strata description, resistance to penetration of standard sampling spoons, ground water levels and other pertinent data, [two (2) copies required].

3.1.3.2. Upon DGS approval, the A/E shall provide the following on an as needed basis (payable by the District):

3.1.3.2.1. Perforated pipes for water level readings.

3.1.3.2.2. Core drilling in rock, core samples and drilling logs.

3.1.3.2.3. Test pits, test caissons, test piles, load tests, bearing tests and certified records of all pertinent test data.

3.1.3.2.4. Laboratory tests of soil strata and such borings and samples as may be needed in addition to 3.1.3.1.

3.1.3.2.5. Two (2) copies of analysis and recommendations from professional soil mechanics and foundation engineer.

3.1.3.3. The A/E shall utilize all soils data secured under 3.1.3.1., as an aid in determining all designs and earthwork necessary for completion of the Project.

- 3.1.3.4. The scope and sequence of various phases of soils investigations under 3.1.3.2. shall be established by consultations and a mutual agreement between the A/E and DGS.
- 3.1.3.5. The A/E shall provide all administrative and engineering services as needed to secure adequate soils data including the preparation of boring location plans and specifications, supervision of boring operations and, evaluation of soils data during the progress of the borings. 3.1.3.5. The A/E shall also provide a drawing (or drawings) to include:
 - 3.1.3.5.1. Locations of test borings and test pits.
 - 3.1.3.5.2. Description and location of soil strata encountered in borings and test pits.
 - 3.1.3.5.3. Record of blow counts on sampling spoons when taking soil samples.
 - 3.1.3.5.4. Water level reading with time and date the record taken.
 - 3.1.3.5.5. Any other data pertinent to the construction of foundations and/or earthwork.

3.2. Hazardous Materials & Contamination:

Removal, Encapsulation, or Enclosure: When the Scope-of-Work Attachment-A1 calls for the alteration and/or modernization of any part or all of any existing building or facility, including any replacement or improvements to HVAC and Plumbing System, the A/E shall prepare and furnish a report as set forth below:

- 3.2.1. The A/E shall be responsible conducting an initial field check to determine whether or not asbestos exists on the premises. If findings are positive, the A/E shall promptly contact the Project Manager to report the locations and the extent of the asbestos. The A/E shall also furnish photographs of the asbestos and submit a comprehensive cost estimate for removal, encapsulation, and enclosure of the asbestos that shall be in accordance with the current Public Law and OSHA standards and regulations. The A/E shall notify the Project Manager of any suspicion of hazardous materials or contamination if detected.
- 3.2.2. When Asbestos exists on the premises, the report from the A/E shall contain inspection photographs as follows:

Requirements for Asbestos Inspection Photographs:

- 3.2.2.1.1. Photographs shall be created digitally and reproducible in enough detail to clearly delineate the issue.

- 3.2.2.1.2. Each photo shall be uniquely identified so as to clearly identify the location of the issue, the name/number of the Project, date taken, and other pertinent information as necessary.

4. BASIC SERVICES:

The A/E's basic services shall consist of all services included in and attendant to the stages as described hereinafter in this Section. It is the responsibility of the A/E to provide all services necessary for a complete and integrated design of the facility specified in the SOW. This may include, without limitation, all architectural, engineering, technical, interior design, administrative, and other services related to all architectural, structural, mechanical, electrical, plumbing, fire protection, life safety systems, civil engineering, interior design, FF&E, landscape design, vertical transportation (including elevators and pneumatic tubes), IT and telecommunications, medical equipment planning, acoustical, vibration and noise, audio/visual design, lighting design, security system design, graphics/signage/way finding design, materials management, roofing and waterproofing, traffic and parking, hardware materials, and other elements and services as typically provided by an A/E and its consultants for similar projects in similar locations necessary to fully and properly complete the Project, and any and all other services identified in any other provision of this Contract as Basic Services. The A/E recognizes, agrees, and accepts that the District is relying upon it for the complete and total design, development, implementation and administration of the design of the Project and each Phase thereof and, notwithstanding the specific listing of services contained in this Section.

4.1. Review Comments:

All DGS review comments shall be in writing, as these comments are incorporated in the documents. The A/E shall carefully indicate the action taken. If incorporated, the word "done", "complied" or "not complied" will be written adjacent to the comment; if the comment is not acceptable to the A/E, the A/E shall note that the request is "not done or not complied because [insert reason]." The A/E and DGS shall discuss within ten (10) days after each review, and agree to a mutually acceptable action. The final decision, in every instance, remains with DGS. If the A/E cannot concur, the A/E shall modify the work in accordance with DGS directive, then write to DGS that "the work has been done but not in accordance with his professional judgment because [insert reason]."

4.2. Consultations:

In addition to these required submissions, DGS is available for consultation at any time during the contract. This office urges understanding and agreement throughout the job by frequent consultation via telephone, email or in person.

4.3. Conferences:

The A/E shall furnish all information material necessary to coordinate the project with all agencies and with DGS. The A/E or its authorized representative shall attend all meetings, arranged by other agencies or community groups or the Project Manager, to obtain the necessary approval of such agencies or groups. The A/E shall furnish all information, data and exhibits required for such meetings or reviews.

4.4. Small Scale Drawings:

The A/E shall provide small scale drawings of floor plans for the new additions and existing buildings and the site along with the final submission of the contract drawings. Drawings will be 1" = 30' scale. Minimum sheet size is 11" x 17", Site plans will be drawn at a scale of 1" = 50'. Record square foot area on each floor plan as well as the square feet area on the site plan. Submit the originals reproducible and one (1) set of prints.

4.5. Submission Copies:

At each submission the A/E shall submit blue line prints and loaded computer disk(s) in quantities as detailed hereunder unless modified in Scope of Work Attachment-A1:

<u>PHASE</u>	<u>DISK(S)</u>	<u>PRINTS</u>
I. Program of Requirements Phase	1 set	4 sets
II. Schematic Design Phase	1 set	4 sets (two full-size; two half-size)
III. Design Development Phase	1 set	4 sets (two full-size; two half-size)
IV. Construction Documents Phase	1 set	5 sets (4 full-size; one half-size) Per 5.7.2
V. Compliance Phase	1 set	2 sets and the signed drawings
Specifications, Final (Compliance Phase)	1 set	4 sets

When the contemplated design of the facility is expected to involve architectural features that are likely to have impact on the use by the physically handicapped, the number of sets of prints required for submission of the Schematic, and Design Development Phases will be increased by one (1) set. That is to say, three (3) sets will be required instead of the two (2) sets indicated in the chart.

4.6. Computerized Drafting:

All design drafting shall be prepared utilizing Computerized Graphic Software as specified by the Project Manager.

5. DESIGN PHASES:

5.1. Program of Requirements Phase:

The A/E will be responsible for performing feasibility analysis, site development, programmatic test fit and cost estimating services for the new combined facility at the existing site described in document Attachment-A1 Scope of Work before fully developing the Construction Documents and associated specifications for the site selected by MPD for construction.

The Pre-development scope of services include, but are not limited to:

- 5.1.1 Development of Program of Requirements (“POR”) and how those requirements could be designed and implemented on the selected site. The A/E will conduct interviews of all current staff, review of current staffing and equipment procurement plans. The POR must clearly state the minimal design standards, work adjacencies, specialized equipment specifications, and facility circulation requirements that will serve as the basis of design for the A/E.
- 5.1.2 Development of conceptual site massing, programmatic layout and circulation drawing for the existing site. Drawings should include a minimum of one (1) section of the site layout.
- 5.1.3 Development of written summary and assessment of site development and design criteria issues including but not limited to HPO, DCRA, DDOE, NCPC, CFA, DC Water, Pepco, Washington Gas zoning analysis, deed restrictions and requirements, traffic study considerations, MPD response/deployment predictive modeling and response analysis utilizing MPD vendor-approved Deccan International’s ADAM 2.0 software, and potential environmental considerations.
- 5.1.4 Preliminary estimate of Construction Cost using area, volume or similar conceptual estimating techniques based on the POR and site requirements.

5.2. Schematic Design Phase:

The purpose of this phase is to arrive at an approved design scheme that fully addresses the program requirements and other information furnished by the District, and that responds to applicable laws, codes and regulations pertaining to the use and location of the project. This phase will prepare sufficient information for the client to select an approach to the design, and to reach a documented understanding with the A/E regarding the requirements of the project. Further, consistent with the Schematic Design, a complete Design Development will be prepared and presented for Client’s written approval.

The goal of Schematic Design is the evaluation of the program, District Standards – including environmental considerations -- schedule, budget, and applicable laws, codes and regulations that pertain to the project. Informed by this evaluation, alternative approaches to design and construction will be explored, and a Project Requirements document prepared for sign-off by the Client.

- 5.2.1. The A/E shall prepare a preliminary evaluation of the District's Standards, program, schedule, budget for the Cost of Work, site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The A/E shall promptly notify the DGS of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- 5.2.2. The A/E shall present its preliminary evaluation to the DGS and shall discuss with the DGS alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The A/E shall reach an understanding with the DGS regarding the requirements of the Project.
- 5.2.3. Based on the Project's requirements agreed upon with the DGS, the Architect-Engineer shall prepare and present for the DGS's approval a preliminary design illustrating the scale and relationship of the Project components.
- 5.2.4. The A/E shall consider environmentally responsible design alternative, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the DGS's program, schedule and budget for the Cost of the Work. The A/E shall prepare a written report discussing energy conservation measures and techniques to be employed consistent with the DGS's Standards or the A/E's proposed variances from the DGS's Standards. Such written report shall include an analysis of the cost savings attributable to the incorporation of such measures and techniques.
- 5.2.5. Project Requirements Document:
 - 5.2.5.1. A group of drawings and documents manifesting the A/E's understanding of the client's requirements as defined in the documents and an assessment of the context (conditions, codes, and requirements) within those requirements must be met.
 - 5.2.5.2. The drawing size shall be variable on a reproducible medium.

5.2.6. Subject Matter:

5.2.6.1. As it relates to the Condition Assessment Report, the A/E shall:

- 5.2.6.1.1. Review Condition Assessment Reports prepared by DGS and critically review and assess the findings.
- 5.2.6.1.2. Attend site visits to verify existing site information and data collection.
- 5.2.6.1.3. Provide drawings that fully describe existing conditions and locations of existing utilities.
- 5.2.6.1.4. Provide digital and hard copy graphic documentation of existing site conditions to include, but not be limited to photographs.
- 5.2.6.1.5. Identify areas that require additional investigation as it relates to structural defects and other pertinent matters that adversely affect the constructability of the Project.

5.2.6.2. Site Survey (See Section 3.1)

5.2.6.3. Hazardous Materials Report (See Section 3.2.)

5.2.6.4. MEP Assessment (where applicable)

- 5.2.6.4.1. Prepare detailed Mechanical, Electrical and Plumbing (MEP) Systems Assessments, including electrical capacity, plumbing capacity, lifecycle assessment and existing energy utilization (baseline) assessment. Develop acceptable Engineering strategies to be considered within the Design Phase.

5.2.6.5. Program. The programs for the facility may consist of the following:

- 5.2.6.5.1. Replacing and/or upgrade mechanical, electrical and plumbing systems as needed to meet current International Building Code (IBC) and all applicable code requirements. Replacing non-functioning and outdated equipment to improve the efficiency of the MEP systems. Determining lifecycle costs of existing and replacement MEP equipment.
- 5.2.6.5.2. Renovating of interior spaces that shall be in conjunction with MEP upgrades.

- 5.2.6.5.3. Designing all proposed work to be maintained by the current staff and/or similar levels of capability.
- 5.2.6.5.4. Ensuring that all affected areas of the building are in full ADA compliance, based on the value and extent of the work and the code requirements. This provision shall not be construed to increase program requirements. Design tactile signage, doors and door hardware and other items as may be required.

To address the program the A/E shall:

- 5.2.6.5.5. Hold ‘Programming Meetings’ and conduct fact finding meetings with DGS, its Client Agency and other stakeholders as necessary, to clarify and define programmatic requirements. Use “block and stacking” technique to clarify programmatic relationships.
- 5.2.6.5.6. The A/E shall confirm that the programmatic and functional requirements of the facilities are met, and that any deficiencies are remedied by the scope of the program. All developed solutions must not hinder existing shelter programs that are to remain in place. The A/E shall confirm that the programmatic and functional requirements of the facilities are met, and that any deficiencies are remedied by the scope of the program.
- 5.2.6.5.7. Provide Program Analyses, including defined programmatic requirements.

5.2.6.6. Code and Regulatory Requirements

- 5.2.6.6.1. A/E shall provide initial Code reviews and summaries. A/E shall prepare a report listing all required submission set DCRA permitting, and approval by applicable oversight agencies. A/E shall update its schedule to reflect any time frame duration changes resulting from this review.

5.2.6.7. UFAS/ADAAG Compliance Report

- 5.2.6.7.1. The compliance report shall identify any aspects of the above work that may have impacts on UFAS/ADAAG compliance for the facility.

5.2.6.8. DC Green Building Act of 2006/LEED

- 5.2.6.8.1. The A/E shall report what needs to be addressed/accomplished in this facility (LEED SILVER V4/Green Communities) in accordance with the requirements and standards included in the subject act.

5.2.6.9. Summary of Options

- 5.2.6.9.1. The A/E shall use the existing Conditions Assessment Report and other reports to prepare a summary of strategies or approaches that successfully address the programs and reconciles the above findings.

5.2.6.10. Permit Requirements:

- 5.2.6.10.1. Floor plan(s), two (2) elevations, one (1) each longitudinal and transverse sections, and site plan.
- 5.2.6.10.2. Drawing dimensions shall be to the appropriate scale. Minimum scale will be 1/8" = 1'-0" for plans and elevation, 1/4" = 1'-0" for sections, and 1" = 50' for the site plan (s). North arrow and Building Identification Number (BIN) shall be shown on all floor and site plan (s). The sheet size is variable, but shall be adequate for a clear submission. Approval of sheet size and bin shall be obtained from the Project Manager prior to start of design.
- 5.2.6.10.3. Notes and dimensions shall be sufficient to enable the reviewer(s) to analyze the submission for conformance to the project requirement and to evaluate the quality of design. Include tentative elevations of finish grade and each floor.
- 5.2.6.10.4. Material of construction shall be identified in a general manner.
- 5.2.6.10.5. Required egress information:
- 5.2.6.10.5.1. Square footage of all interior spaces.
- 5.2.6.10.5.2. Square footage of all interior spaces as allotted per Scope of Work Attachment-A1.
- 5.2.6.10.5.3. Egress requirements showing calculated population, egress flow diagram, required exit units and area classification.

5.2.6.11. Reviews:

5.2.6.11.1. This submission shall be made to DGS for review by the user, the Construction Division and the Project Manager. Others may review for program conformance.

5.2.6.11.2. More than one (1) submission may be required before acceptance.

5.2.6.12. Budget Review:

5.2.6.12.1.1. Review construction budget to ensure Project Scope is consistent with budget amount.

5.2.6.12.1.2. The A/E is required to design within budget at every stage of design unless otherwise authorized. If the design is over the budgeted amount, the A/E shall redesign the submittal until the scope and budget differences are resolved to the satisfaction of DGS.

5.2.7. Deliverables:

5.2.7.1. Preliminary Evaluation

5.2.7.2. Preliminary Design

5.2.7.3. Existing Conditions Report

5.2.7.4. Site Survey

5.2.7.5. Hazardous Material Report

5.2.7.6. MEP Assessment

5.2.7.7. Project Program

5.2.7.8. Code and Regulatory Report

5.2.7.9. DC Green Building Act/LEED SILVER V4 Report

5.2.7.10. Summary of Options

5.2.7.11. Budget Review

5.2.7.12. Other items as required in the Scope of Work

5.3. Design Development Phase:

The goal of this phase is the preparation and approval of Design documents. The documents shall consist of architectural drawings, and 2D, 3D and digital modeling, as necessary, to fully describe a design that is consistent with the District's Program, and addresses all issues stated in the Project Requirements document. It shall also include a schedule and a cost estimate. The Design documents shall be submitted for the Client's written approval.

If required, the completed Design shall be submitted as the "Concept Design" submission for preliminary design review by oversight agencies such as DCRA, CFA, NCPC and Zoning/BZA.

5.3.1. Definition:

The Design Development Phase consists of drawings, description of materials, area tabulations and all other graphic representations necessary to convey the project's concept. The A/E will schedule a pre-design conference immediately after approval of the Pre-development and Schematic Phase. The purpose is to establish both a mutual understanding of the project and a common acceptance of the proposed engineering system(s). In-depth discussion shall require simple plans and shall develop acceptable Engineering solutions to be included within the Construction Documents.

5.3.1.1. The drawings shall be developed from the annotated Predevelopment and Schematic drawings. These drawings shall be accurate, sufficiently complete architecturally to enable an exhaustive check for conformance to the Scope of Work. All pertinent information must be included. These documents should confirm that all items identified in the Preliminary Report have been addressed, including but not limited to:

5.3.1.1.1. Existing Conditions (Site and MEP)

5.3.1.1.2. Site Survey

5.3.1.1.3. Hazardous Materials

5.3.1.1.4. MEP Assessment

5.3.1.1.5. Project Program

5.3.1.1.6. Code/ADAAG

5.3.1.1.7. Green/LEED SILVER V4, including fully completed
LEED SILVER V4 Checklist

5.3.1.1.8. Summary of Options

5.3.1.1.9. Budget Review

5.3.1.2. The A/E shall schedule a pre-design conference immediately after approval of the Pre-development and Schematic Phase. The purpose is to establish both a mutual understanding of the project and a common acceptance of the proposed engineering system(s). In-depth discussion will require simple plans and will develop acceptable Engineering solutions to be included within the Construction Documents.

5.3.1.3. The Engineering drawings prepared in the Design Phase shall include information and written comments that will be sufficiently complete to portray, on sheets for each discipline, the proposed engineering systems. The drawings for this phase may be prepared to a convenient and easily read scale.

5.3.2. Subject Matter:

5.3.2.1. Floor plan(s), four (4) elevations, one (1) each longitudinal and transverse sections and site plan.

5.3.2.2. Drawing dimensions shall be to the appropriate scale. Minimum scale will be 1/8" = 1'-0" for floor plans and elevations, 1/4" = 1'-0" for section, 1/2" = 1'-0" for typical wall sections, and 1' = 50" for plot plan. North-arrow will be shown on all floor and site plans(s). The sheet size is 29" x 41" (unless modified in Scope of Work Attachment-A1), and must be legible, clear, and easily read.

5.3.2.3. Notes and dimensions shall be adequate for the information required.

5.3.2.4. All rooms shall be identified and sized, typical furnishing and equipment to be named and location, elevations to be developed identifying façade to include fenestration types and openings, site development, overall dimensions, approximate floor and finish grade elevations.

5.3.2.5. A description of materials in which shall be included the proposed engineering systems (structural, mechanical and electrical), materials of construction, and other information describing the project. This shall include, but not be limited to, indicating intended locations and provisions for mechanical systems, meter rooms, and duct chases.

5.3.2.6. Provide on the drawings (within the confines of the area delineated), the seating capacity of assembly halls, auditoriums, gymnasiums and stadiums, plus any other spaces when identification of capacity is essential to the determination of compliance with the Code and Scope of Work.

5.3.2.7. The requirements of the Building Code will be equaled or exceeded. For egress, show the calculated population, egress flow diagram (complex system), identify required, existing and the area classification. Also identify the type of occupancy, type of construction, fire safety requirements, and all other building code requirements.

5.3.2.7.1. Include ADA diagrams confirming code and ADA compliance, and any special provisions required.

5.3.2.8. LEED SILVER V4 Assessment (See Scope of Work Attachment-A1)

5.3.2.9. General Submission Requirements for All Projects: The A/E shall provide on each plan drawing, the gross square foot area of each plan or plans on the sheet. On the cover or index sheet, provide the gross square footage of the complete building project. The area of the site is to be expressed separately in terms of gross area.

5.3.2.9.1. The required information is applicable to each review submission and shall be prominently called out and shown as follows:

5.3.2.9.1.1. When a single floor plan only is shown, the square footage is to be placed in proximity of the Title Block. If more than one floor plan is shown on a sheet, show square footage as a part of floor plan identification. For example: (2nd Floor Plan; Area = _____ square feet, etc.).

5.3.2.9.1.2. On the Cover or Index Sheet, the required information may be shown by “Key Plan” or schedule. The A/E shall prepare, but need not submit, computations in support or aggregate figures unless requested.

5.3.3. Architectural Standards for the Project:

5.3.3.1. The Index sheets shall incorporate Schematic and Design Phase comments and additional sheets as may be required for the A/E to accomplish its work.

5.3.3.2. Topographic survey information, either official or taken by A/E.

5.3.3.3. The computation developed to determine egress requirements.

- 5.3.3.4. Descriptive Specifications, not in detail, but that describe the project, its intent, and its systems and identifies key areas for consideration or that shall require additional study.
- 5.3.3.5. Preliminary Cost Estimate representing the likely cost, possibly established on a per-system or per-square foot basis, of the Design should accompany each design Option if there is more than one (1).
- 5.3.4. Structural Standards for the Project:
 - 5.3.4.1. Live and dead loads.
 - 5.3.4.2. Proposed Structural system with the back-up information use to make the selection.
 - 5.3.4.3. Foundation system based on sub-soil data.
 - 5.3.4.4. The proposed structural system to be shown on the plans in a legible, simple manner.
- 5.3.5. Electrical Standards for the Project:
 - 5.3.5.1. Lighting level, based on Illumination Engineering Society (IES) standard, listing of security, fire alarm, telephone and data communication systems.
 - 5.3.5.2. Luminaire types, in general.
 - 5.3.5.3. Preliminary electrical load, selected voltage level to be applied.
 - 5.3.5.4. The major components and services shall be drawn on the plans in a legible, simple manner to include room and approximate area requirements for control panels.
 - 5.3.5.5. Written analysis, when applicable, explaining the comparative advantages of one or more systems and the reasons for selection of the recommended system.
 - 5.3.5.6. Prior to scheduled meetings, the A/E shall confer with all utility organizations to confirm availability of service and recommendations to address.
- 5.3.6. Mechanical (HVAC) Standards for the Project:
 - 5.3.6.1. Heat loss/heat gain load calculations (Block Load) for the building as a whole.
 - 5.3.6.2. Assumed quantity and approximate area requirement for boilers, chillers, air handling units, compactors, elevators, and all other

equipment to be installed in mechanical room(s) and other rooms or spaces.

5.3.6.3. The major component and services shall be drawn on the plans in a legible and simple manner to include all rooms and spaces for the required equipment and show the equipment layout to scale in its proper relationship.

5.3.6.4. Written analysis explaining the comparative advantages of one or more systems and the reason for selection of the recommended system.

5.3.7. Plumbing Standards for the Project:

5.3.7.1. The major components and services shall be drawn on the plans in a legible and simple manner to include all rooms and spaces identifying all plumbing fixtures.

5.3.7.2. Prior to the pre-design meeting, the A/E shall confer with all utility organizations and confirm availability of service and recommendations that shall be addressed.

5.3.8. Specifications:

5.3.8.1. Outline Specifications including all of the likely relevant Construction Specification Institute (CSI) sections, with basic scope identified (e.g. CSI Section 8: Windows shall include replacement 'monumental' metal windows for all existing exterior walls, and new 'residential' wood windows for the North wing extension. Windows surrounding the main entry shall be repaired and restored.)

5.3.9. Reviews:

5.3.9.1. The review submission(s) will be delivered to DGS for review by the user and the Project Manager. Others may review for aesthetics, orientation, and placement.

5.3.9.2. If the project is to be submitted to either the US Commission of Fine Arts (CFA), the Historic Preservation Review Board (HPRB), the National Capital Planning Commission (NCPC) or the Community, the A/E shall prepare a set of plans for a formal presentation by mounting on board stock (board mounting not required for NCPC), by shading, by crisp black lines and bold, clear lettering. The submissions may be reviewed by Commission members from a distance of ten to twelve feet; hence prepare this submission accordingly. At the option of the A/E, a rendering may be prepared for submission to CFA; if the work is accepted and the rendering remains correct, it may be used as the one for which DGS has contracted. A model is optional except as specified in Scope of Work Attachment-A1.

If the A/E has prepared a study model for office use, it shall be submitted in both Commissions' scheduled monthly meetings. The dates for these meetings may be obtained from the Project Manager.

- 5.3.9.3. If the submission is rejected by DGS, the A/E may revise and resubmit promptly; if CFA or NCPC rejects the submission, the earliest resubmission time is one (1) month. It is incumbent upon the A/E to carefully and completely prepare the submission.
- 5.3.9.4. It is entirely the A/E's responsibility to prepare a design acceptable to all authorized review agencies.
- 5.3.9.5. The A/E is required to design within budget at every stage of design unless otherwise authorized. If the design is over the budgeted amount, the A/E shall redesign the submittal until the scope and budget differences are resolved to the satisfaction of DGS.
- 5.3.9.6. Acceptance of this submission by the authorized review agencies establishes the aesthetics and the configuration of the project. Only minor refinements of these items will be permitted thereafter. However, interior spaces and operating systems continue to be subjected to intensive review and adjustment.

5.3.10. Deliverables:

- 5.3.10.1. Design Drawings
- 5.3.10.2. Area Tabulations
- 5.3.10.3. LEED SILVER V4 Assessment
- 5.3.10.4. Preliminary Cost Estimate
- 5.3.10.5. Structural loads and systems
- 5.3.10.6. Electrical loads and written analysis as needed
- 5.3.10.7. Heat loss/gain load and written analysis as needed
- 5.3.10.8. Descriptive Specifications
- 5.3.10.9. Special Reports as required
- 5.3.10.10. Other items as required in the Scope of Work

5.3.11. Color Chart Submissions

- 5.3.11.1. Miniature samples shall be used if possible. Lithographs generally are not acceptable. For ceramic floor tiles, use sufficient individual tiles to show pattern.
- 5.3.11.2. Paper reproductions of items such as metal partitions, steel equipment, laminated plastics, porcelain enamels, and similar facsimiles which appear to be actual finishes specified are acceptable.
- 5.3.11.3. Where large and/or heavy samples (e.g. brick, cast stones, etc.) are required, it is not necessary to mount these on display boards, however, they must be properly identified with project name and number, D.C. Color Code and manufacturer's identification.

5.3.12. Computerized Design Analyses:

- 5.3.12.1. The A/E shall prepare design analyses in reproducible form complete in such detail as to accurately reflect the development of all engineering design, and sufficient to support all design work prepared to date. Mechanical and Plumbing Design Analysis will: (i) be complete and will include detailed room by room heat loss and heat gain calculations; (ii) load summaries; (iii) detailed equipment selection calculations with major performance data and dimensions of all major equipment items; (iv) air balance calculations; (v) ventilation calculations; and (vi) pipe and duct sizing, diagrams, etc.
- 5.3.12.2. Computer Software: Software to be used for HVAC Design Analysis shall be either Carrier Co.'s "E-20" or Trane Co.'s "Trace" program or other approved. For Plumbing Design Analysis, use Elite software or other approved. Approval shall be obtained from DGS prior start of Design analyses.

5.3.13. Rendering:

The A/E shall submit one (1) perspective rendering in color, when required by Scope of Work Attachment-A1. Rendering will be of professional quality and will be furnished matted, suitably framed, protected with non-glare glass, and ready for 'hang' mounting. Additionally, the A/E shall be guided by the following:

- 5.3.13.1. Preliminary Sketch Submission: A preliminary sketch of the proposed rendering shall be submitted for DGS review and approval prior to proceeding for finalization.
- 5.3.13.2. Size: The rendering shall be appropriate for the scale of the building portrayed and as may otherwise be dictated by good practice and pleasing proportions. Generally, any overall dimensions (including

frame) in excess of approximately 30" x 40" will not be considered necessary.

5.3.13.3. Perspective Viewpoint: It may be either eye-level or bird's-eye view taken from a point which will best show the scope and aesthetic quality of the project. At least one full principal façade must be shown. Foregrounds for purposes of relating to scale, may show persons, landscaping, vehicles, equipment, etc., provided they do not obscure important architectural elements or otherwise invite attention away from the primary purpose of the rendering which is the delineation of the architectural quality of the building. Shade and shadows will be used to emphasize architectural and other features as appropriate.

5.3.13.4. Medium: Renderings shall be computer generated unless otherwise specified.

5.3.13.5. Project Title and Credits: The title of the project (not project number) shall be appropriately placed on the lower portion of the matted area along with name of the A/E of record. If the project has, or is to have, a "dedicated" name, use same for the title. The delineator may sign and date his work in a discreet manner directly on the rendering.

5.3.13.6. Renderings shall be required for all design options including any modifications made during the design process.

5.3.14. Construction Cost Estimate:

5.3.14.1. The estimating procedure shall be in accordance with Construction Specifications Institute (CSI) master format standards. In preparing the estimate at this stage, it is recognized that many items may not have been ascertained to a point where a quantity survey is possible. Nevertheless, a number of the general construction features will have been selected which shall permit an itemization of basic quantities under the major branches of work, such as: general excavation, concrete, masonry, etc. In those instances where insufficient information has been developed to determine specific quantities, systems, fixtures, or equipment, an appropriate allowance may be indicated. For each allowance, an explanation of its development will be included. This preliminary estimate will show separately (a) the cost of each new building or addition, (b) the work in existing buildings, and (c) costs of all work outside the buildings. The estimate will be broken down to show the cost analyses or allowances (noted as such) based on these units. As example: building construction cost will be shown separately from mechanical and equipment costs and these will be separated into the various trades and types in the summary sheets to the degree practical at this stage of development. Similarly, outside work will show components of grading, roads and sidewalks, landscaping, sanitary and electrical services, etc. Computer software such as "Means" or other approved software will be used in developing construction cost

5.3.15. Reviews:

- 5.3.15.1. This review submission shall be delivered to DGS for review by the user, Design and Engineer Division/DGS and other agencies that have a required input.
- 5.3.15.2. The scheduled review submission shall be complete to the degree described. If any discipline is not completed thus, the entire submission will be returned. It is the A/E's responsibility to ascertain that all work is done to this level, qualitatively and quantitatively, prior to making a submission. DGS shall decide the adequacy of a submission by the working day from the date submission is made.
- 5.3.15.3. The A/E is required to design within budget at every stage of design unless otherwise authorized. If the design is over the budgeted amount, the A/E shall redesign the submittal until the scope and budget differences are resolved to the satisfaction of DGS.
- 5.3.15.4. Acceptance of this submission by the authorized review agencies establishes the project's structural, mechanical, electrical, HVAC, plumbing and other systems as required. Additionally, site, landscaping, architectural, structural, mechanical, plumbing and electrical plans; sections; elevations; typical construction details; and exterior and interior materials and finishes are defined to fix and describe the size and character of the Project as may be appropriate. The budget estimate is now based on comprehensive design and systems. Outline specifications are provided to establish in general their quality levels.

5.3.16. Deliverables:

- 5.3.16.1. Computerized Design Analysis
- 5.3.16.2. Rendering as required by Scope of Work
- 5.3.16.3. Construction Cost Estimate
- 5.3.16.4. Other items as required in the Scope of Work

5.4. Construction Documents Phase:

The purpose of this phase is to prepare the Construction Documents for the District's DGS and DCRA Approval. The Construction Documents shall illustrate and describe the complete development of the approved Design Development Documents and shall consist of a complete set of Drawings and Final Specifications setting forth in detail the quality levels of materials and systems, and other requirements for the construction of the work. A detailed cost estimate of the work shall be prepared. The Construction Documents and the cost estimate shall be submitted for the DGS' written authorization before permitting. Upon receipt of that authorization, the A/E shall submit to appropriate governmental authorities having jurisdiction over the Project, and acquire their permit(s). Further, the A/E shall provide the permitted sets and specifications to the District, which shall be used to prepare the documents for bidding.

5.4.1. Definition:

- 5.4.1.1. The review shall be at the completion of the construction documents and known as Construction Documents Phase. This is the development of the documents that constitute the Contract for Construction. Included for this review will be complete plans, specifications in draft form, final estimate, and final detail computations. This submission requires that the plans be complete and ready for issue to bidders including the specifications.
- 5.4.1.2. Notes and dimensions will be adequate for the information required.
- 5.4.1.3. The A/E is required to design within budget at every stage of design unless otherwise authorized. If the design is over the budgeted amount, the A/E will redesign the submittal until the scope and budget differences are resolved to the satisfaction of DGS.
- 5.4.1.4. Drawings shall be complete and prepared using Computerized Graphic Software as specified by the Project Manager as specified in the Scope of Work Attachment-A1.
- 5.4.1.5. The plans shall be printed as follows:
 - 5.4.1.5.1. Size 29" x 41" trim line unless stipulated otherwise in Scope of Work Attachment-A1, inside border 1-½" on binding edge, ½" on other edges.
 - 5.4.1.5.2. Optimum readability is a requirement at full size reproduction.
 - 5.4.1.5.3. A graphic scale shall be shown on each drawing for each scale used.

- 5.4.1.5.4. The quality and spacing of lines on the drawings must be carefully controlled. Clear space between parallel lines should always be of greater width than the adjoining lines.
- 5.4.1.5.5. All lettering shall be vertical capitals with an open quality and will be not less than 1/8" high.
- 5.4.1.5.6. Material symbols shall be bold and not dense.
- 5.4.1.5.7. Do not use any kind of half tone or opaque shading or hatch except solid black on the face of the drawings where applicable for small or thin sections.
- 5.4.1.5.8. Drawings shall be of the best quality for possible scanning reproduction.
- 5.4.1.5.9. The format and wording of the title block to be used on the drawings shall be approved by DGS before proceeding with printing of blank reproducible sheets.
- 5.4.1.6. Specifications shall follow MasterSpec (Latest Version) to be used as a guide; deleted, appended and corrected by the A/E. DGS (DGS) shall review and note the comments with required changes prior to its return to the A/E.

5.4.2. Subject Matter:

The minimum work accomplished for the review shall have progressed to the levels hereinafter described:

5.4.2.1. Site

5.4.2.2. Topographical Survey of site (Section 3.1.2.).

5.4.2.3. Existing Conditions Plan showing locations of previously demolished structures, structures to be demolished by others and any other changes that are expected to occur on the site between the time the topo survey is made and the time the site is released to the Contractor for its construction operations. Information shown on this drawing will include, but not necessarily be limited to, the following: (i) outline of proposed structures; (ii) locations of demolished structures and rubble fills in basements, areaways, vaults, etc.; (iii) locations of all structures, wall, walks, curbs, trees, paved areas, etc., remaining on the site; (iv) a complete scope and clear definition of all site work to be performed by the contractor related to existing conditions that involve demolition and removal of existing structures, retaining walls, areaways, vaults, walks, footings, basement slabs, paving, etc., removal of rubble and other fills, removal of trees, etc. Existing conditions plan will show relationship of existing conditions to new construction in both horizontal and vertical planes of reference.

- 5.4.2.4. Site Plan at a scale not less than 1" = 20'-0" showing and/or including location and dimensions of: (i) proposed building(s); (ii) existing proposed sidewalks, street, exterior utilities, property lines, paved areas, play areas, service and parking areas; (iii) existing streets or alleys to be closed; (iv) total square feet; (v) extent of contract lines, and (vi) Building identification number (to be furnished by DGS), include street address, lot and square feet numbers (for all projects).
- 5.4.2.5. Sub-soil information drawing (see Section 3.1.4.)
- 5.4.2.6. Landscape Plan at a scale not less than 1" = 20'-0", identifying plant material and location of same and including a list of materials.
- 5.4.2.7. Architectural: (min. scale 1/8" = 1'-0") at appropriate scales to adequately describe the work.
- 5.4.2.8. Floor plans – dimensioned, completely referenced partitions and fixed equipment located, doors and windows, egress location and identification of sections, details, and other pertinent data.
- 5.4.2.9. Reflected ceiling plans – structural members both heads, horizontal and vertical, luminaries, HVAC registers, sprinkler heads, electronic devices, all other exposed items, and ceiling material layout. Wherever, in the ceiling space, ducts, conduits, beams, etc. indicate possible acute congestion, a vertical section will be included establishing adequate clearances.
- 5.4.2.10. Elevations – fully completed indicating materials, fenestration, finish grade, etc.
- 5.4.2.11. Sections – identification, longitudinal and transverse sections, all wall sections, stair sections, vertical transportation sections, and all other sections, as needed.
- 5.4.2.12. Details – door and window, all other as needed.
- 5.4.2.13. Schedule – completed.
- 5.4.2.14. All other – fully complete in keeping with the spirit and intent of the plans.
- 5.4.2.15. Marked-up plans, computations, notes and a copy of the DGS review comments (with annotated action taken by A/E) from the previous submission.

5.4.3. Civil Standards for the Project:

5.4.3.1. Plans (Existing and Complete) - The location and identification of all utility lines both existing and new shall be shown on the site plans.

5.4.3.2. A copy of DGS's review comments on the previous submission.

5.4.4. Additional Structural Standards for the Project:

5.4.4.1. Floor Plans, foundation plan, roof plan – dimensioned, all structural members and/or system(s), location and identification of section(s) and details, and other pertinent data.

5.4.4.2. Sections – identification, longitudinal and transverse sections, wall sections, stair sections foundation and foundation support sections, and all other major sections.

5.4.4.3. Details – all details as needed.

5.4.4.4. Schedules – completed.

5.4.4.5. Computerized Analysis – all computations including corrections necessitated at original submission review and changes made as the work progressed, as well as located on computer disk(s) with label(s) to show project No., project title and date.

5.4.4.6. Review comments (with annotated action taken by A/E) on the previous submission.

5.4.4.7. All other: completed as needed.

5.4.5. Additional Electrical Standards for the Project:

5.4.5.1. Floor plans, ceiling and roof plans - locations of luminaries, switches, wiring panels, switch gear and electrical room, service entrance, transformers, etc. All systems will be shown fully complete.

5.4.5.2. Riser diagrams – all systems.

5.4.5.3. Schedules – panels, fixtures, switchboard, etc.

5.4.5.4. Computerized Analysis – complete lighting and final power load calculations including PEPCO information regarding available short circuit current and maximum permissible inrush current.

5.4.5.5. All other – communications, security alarm, etc.

5.4.5.6. Manufacturer's catalogue cuts of power equipment, wiring devices and lighting fixtures.

- 5.4.5.7. Marked-up plans, computations, notes and a copy of DGS review comments (with annotated action taken by A/E) from the previous submission.
- 5.4.5.8. Miscellaneous utilities information from suppliers.
- 5.4.6. Mechanical HVAC:
 - 5.4.6.1. Floor plans, roof plan – all HV AC units, registers, louvers, controls, piping, ductwork and their sizes etc.
 - 5.4.6.2. Risers, control diagrams and description, all mechanical notes and details.
 - 5.4.6.3. Capacities of boilers, chillers, fans, pipe sizes, valves, expansion tanks, and other associated equipment, accessories and data as well as schematic flow diagram(s).
 - 5.4.6.4. Complete computerized Analysis for each room – heat loss, heat gain, ventilation, and total building load with air supply/return and outside air.
 - 5.4.6.5. Fuel tanks, piping, and sizes etc.
 - 5.4.6.6. Equipment schedules, catalogue cuts.
 - 5.4.6.7. Boiler and equipment room size and layout. Room layout and vertical sections (where needed) at 1/4 “scale, minimum.
 - 5.4.6.8. Marked-up plans, computations, notes and copy of DGS review comments (with annotated action taken by A/E) from the previous submission.
- 5.4.7. Additional Plumbing Standards for the Project:
 - 5.4.7.1. Floor plans, roof plan with vent, equipment locations and roof drains, all fixtures, hot and cold water with distribution, recirculation and waste piping, vents, drains, sprinkler system pumps, etc.
 - 5.4.7.2. All riser diagram(s) to include water, sanitary, gas, sprinkler system, projection (option).
 - 5.4.7.3. Schedules – completed and catalogue cuts.
 - 5.4.7.4. Toilet and equipment room layouts at 1/4” scale, minimum.
 - 5.4.7.5. Computerized load analyses and sizing calculations.

5.4.7.6. Marked-up plans, computations, notes, and a copy of DGS review comments (with annotated action taken by A/E) from the previous submission.

5.4.8. Final Specifications:

The A/E shall submit Final Specifications at the end of the Construction Document Phase. The A/E shall prepare and submit two (2) copies of the complete specifications for review and comment. Preparation of specifications will be accomplished by marking-up a copy of the latest version of the AIA MASTERSPEC® Specifications (as a guide) in accordance with the requirements set forth, and with the addition of double-spaced typed inserts and pages, bound in loose leaf folders, as well as loaded on computer disk (or CD) properly labeled with Project No., Project Title and date.

Miscellaneous Standards for the Project:

5.4.8.1 Elevators, escalators, dumb-waiters, pneumatic tube, waste and other transportation systems.

5.4.8.2 Special equipment:

5.4.8.2.1 FEMS Alerting System (Purvis System)

5.4.8.2.2 FEMS IT/COMMS (DC NET)

5.4.8.2.3 FEMS VEHICLE EXHAUST SYSTEM (Neederman System)

5.4.8.2.4 FEMS ACCESS CONTROL (RS 2 Inc)

5.4.8.3 Trash and disposal equipment.

5.4.9 Construction Cost Estimates:

5.4.9.1 The cost shall be based on an accurate detailed quantity survey of both labor and material. Any approved standard estimating procedure will be acceptable provided that the conclusions are presented in the order and detail shown on the CSI MasterFormat. Lump sums or allowances for major items of the estimates will not be used. However, quantity surveys that could be used to order materials, while desirable from a cost control viewpoint, are not necessary. For example, concrete formwork may be priced on the basis of square area for slabs, walls, beams, etc., rather than the actual quantity of lumber or metal formwork required. Plumbing take-offs will show the linear feet of various pipe sizes, but need not itemize fittings. Fittings may be calculated as a percentage allowance. The same procedure may be used for fittings on ductwork and electric conduit where appropriate.

5.4.9.2 Bidding Alternates are to be indicated on the Recapitulation Form by adding an additional column or columns and adjusting the appropriate items.

5.4.9.3 Explanation of Terms on Recapitulation Form:

Gross Building Area: The gross square foot areas will include all spaces (including all openings in floors) measured to the exterior surfaces of the enclosing walls for all floors, basements, balconies, mezzanines, usable attics, service and equipment rooms, penthouse(s), enclosed passages, and tunnels. The total will include ½ the gross area for pitched roof space (not usable attic), roof enclosures, cornices, areaways, pipe spaces, crawl spaces, covered areas, such as open play areas under buildings, and all other unfinished excavated spaces. The item 1.0 “General Expenses” on the Recapitulation Form: These are the costs experienced by the General Contractor, which are not covered in the other items enumerated on the Recapitulation Form.

5.4.9.4 The computation copy will be sharp and legible.

5.4.9.5 Construction Cost Estimates will be required at the 35% Completion and 90% Completion phase.

5.4.10 Reviews:

5.4.10.1 The review submission shall be delivered to DGS for review by the user, Design and Engineer Division/DGS and other agencies that have a required input.

5.4.10.2 The scheduled review submission shall be complete to the degree described. If any discipline is not completed thus. The entire submission will be returned. It is the A/E’s responsibility to ascertain that all work is done to this level, qualitatively and quantitatively, prior to making a submission. The Department of Real Estate Services will usually decide the adequacy of a submission by the working day from the date submission is made.

5.4.10.3 The A/E is required to design within budget at every stage of design unless otherwise authorized. If the design is over the budgeted amount, the A/E will redesign the submittal until the scope and budget differences are resolved to the satisfaction of DGS.

5.4.10.4 Acceptance of this submission by the authorized review agencies establishes the project’s further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The

A/E shall also incorporate into the Construction Documents the design requirements of government authorities having jurisdiction over the Project. Any adjustments to the budget estimate shall be reviewed and resolved.

5.4.11 Deliverables:

- 5.4.11.1 Construction Document Drawings
- 5.4.11.2 Topographic survey (if add alternate used)
- 5.4.11.3 Architectural - marked-up DGS review comments from previous submission
- 5.4.11.4 Civil –marked-up DGS review comments from previous submission
- 5.4.11.5 Structural computerized analyses and marked-up DGS review comments from previous submission
- 5.4.11.6 Electrical computerized analyses, catalogue cuts and marked-up DGS review comments from previous submission
- 5.4.11.7 Mechanical computerized analyses, equipment schedules, catalogue cuts and marked-up DGS review comments from previous submission
- 5.4.11.8 Plumbing computerized load analyses, sizing calculations and marked-up DGS review comments from previous submission
- 5.4.11.9 Final Specifications
- 5.4.11.10 Miscellaneous Reports (elevators, transportation, etc.)
- 5.4.11.11 Construction Cost Estimate
- 5.4.11.12 Other items as required in the Scope of Work

5.5 Compliance Phase

5.5.1 Definition:

- 5.5.1.1 The Compliance Phase will consist of all documents fully completed, signed and ready to print.
- 5.5.1.2 The plans will be in accordance with Section 4.3.1.2. as approved by the Project Manager prior to start of design, as well as accompanied by computer disk (or CD) loaded with the entire design work and with proper labels. The labels will identify project number(s), project title and date as well as agreement number.

5.5.2 Technical Specifications:

In accordance with the approved Draft, the Final Specifications will be prepared for reproduction by Photocopy. The electronic word processing file will be formatted for printing on sheets of 8-1/2" x 11" bond paper with margin for side binding, Times New Roman font type and black imprint. The A/E shall submit in electronic format unless otherwise specified by the Project Manager. Wherever in the specification an item is designated to be installed or performed "where indicated" or "as shown on the drawings" or words of like import, it will be the responsibility of the A/E to check such drawings and determine if such requirement is in fact shown and/or indicated with sufficient clarity so as to preclude the possibility of disagreement as to contract requirement during the actual construction of the facility as designed.

5.5.3 Design Analysis:

The A/E shall submit one two (2) copies of all final corrected design analyses, complete in every respect and one (1) set of electronic files with the entire Design Analysis. The electronic files will be labeled as indicated for previous submission.

5.5.4 Photographs:

The A/E shall submit electronic digital images of the rendering in format specified by the Project Manager.

5.5.5 Completion:

Upon acceptance of this submission, the A/E has fulfilled the initial terms of the contract.

5.6. Certification of Drawings:

The A/E shall certify that the drawings were prepared under the A/E's supervision and that the A/E acknowledges responsibility for their correctness by placing its professional license stamp and signing the final documents at the completion of Compliance Phase and again by stamping and signing those prints that will be submitted to the Department of Consumer and Regulatory Affairs, Permit Processing Center for a building permit.

5.7. A/E Responsibility to Obtain Building Permits:

5.7.1. The A/E shall be responsible for obtaining any such building permits and clearance as may be required for the construction of the Project(s). Permits and clearances are required by Public Law and D.C. Regulations. For example, if the project is located in a historic area or is a property listed on the register of historic places, clearances to proceed must be provided by either the

Joint Committee on Landmarks or the Commission of Fine Arts. The conduct of preliminary reviews at the conceptual design stage in conjunction with the Permit Center is encouraged and recommended, particularly, when complex or high cost projects are involved. Step 1 in the procedure for review and permit issuance is to initially contact the Permit Information Counter (the location and telephone number can be obtained from the Project Manager). Other examples of permits and clearances are DCARA, DDOT, DDOE, DOH, SHPO, WASA, etc. The A/E shall develop a Permit and Clearance responsibility matrix to include: types of permits/clearances necessary for the Project, the processing time period, contact information for person obtaining permit and/or clearance; permit/clearance status, and payment responsibility.

- 5.7.2. The A/E shall submit five (5) sets of drawings to the Permit Processing Center. The Center will retain one (1) set for their permanent file. The remaining four (4) sets of Approved Drawings and the Permit will be given to the A/E who in turn will deliver the same to the Project Manager.
- 5.7.3. The A/E, for no additional fee, shall be responsible to make any and all such changes and/or corrections as may be required by the Department of Consumer and Regulatory Affairs; compliance being a mandatory requirement prior to the issuance of a Permit.
- 5.7.4. A/E shall be compensated for performing Title I services to include obtaining the building permit. The Permit is not for private construction, but shall be for District Owned property. Therefore, the permit shall be issued "NO FEE".
- 5.7.5. The method of obtaining the requisite DCRA Building Permit shall be at the sole discretion of the A/E. All costs for any method shall be included in the proposal price.
- 5.7.6. The estimated construction cost will be determined by the A/E's design. The DCRA Building Permit fee shall be paid by DGS.
- 5.7.7. Title-I Services shall not be considered 100% complete pending satisfactory accomplishment of the requirements set forth as above.

5.8. Construction Administration Phase

- 5.8.1. Produce electronic documents to be distributed to bidders.
- 5.8.2. Attend one pre-proposal conference and lead one site walk-through.
- 5.8.3. Respond to questions from bidders.
- 5.8.4. Facilitate Pre-Construction meeting and conduct regular bi-weekly construction progress meetings.

5.8.5. Provide Construction Administration services:

5.8.5.1. Review, log and approve submittals, shop drawings, Request for Information, etc. Maintain submittal log.

5.8.5.2. Coordinate with Project Manager on all Requests for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.

5.8.5.3. Provide direction for questions and concerns from the contractor and Project Manager in resolution of problems.

5.8.6. Provide Field Services for entire construction period

5.8.6.1. Designer's Construction Administrator to conduct bi-weekly site visits, including observation of demolition, installation of finishes, etc.

5.8.6.2. Provide site visit report to Project Manager bi-weekly.

5.8.7. Conduct Substantial Completion Inspection, coordinate with Project Manager to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

5.9. Project Close-Out

5.9.1. Provide support services as needed during the project close out process.

5.9.2. Obtain and review all project close-out documents as submitted by the Contractors for completeness before transmitting to the DGS. Close-out documents shall include but are not limited to:

5.9.2.1. Contractor's red lines and as-built notes

5.9.2.2. Warranty information

5.9.2.3. Operating and Maintenance Manuals

5.9.2.4 As-Built record drawings (in digital format, both CAD and PDF)

6.0 PROJECT PHASES

	Estimated (Calendar Days)	Duration
Program of Requirements Phase	90	
Schematic Design Phase	45	
Design Development Phase	45	
Construction Documents Phase	45	
Bid Phase	45	
Construction Administration	550	

7.1 ARCHITECT - ENGINEER'S BID FORM

2ND District Headquarters Miscellaneous Facility

Upgrades

- (i) Program of Requirements Phase \$_____.
- (ii) Schematic Design Phase \$_____.
- (iii) Design Development Phase \$_____.
- (iv) Construction Documents Phase \$_____.
- (v) Bid Phase \$_____.
- (vi) Construction Administration \$_____.
- (vii) Maximum Reimbursable Allowance* \$ 100,000.00

*Permits, applications, fees, documents, etc.: \$85,000.00; printing and administrative: \$15,000.00.

Independent Government Estimate
(IGE) Total = \$125,000

Item Number	Description of Work	Unit	Quantity	Labor Rate	Labor Cost	Unit	Quantity	Material & Equipment Rate	Material & Equipment Cost	Line Total	Remarks
1	MPD 2nd District Headquarters Renovations 3320 Idaho Ave, NW, Washington, DC										
	Direct Work										
	LABOR										
	Project Manager II		HR	96	\$134.66	\$12,927.65			\$0.00	\$0.00	\$12,927.65
	Architect IV		HR	268	\$140.00	\$37,520.00			\$0.00	\$0.00	\$37,520.00
	Architect II		HR	268	\$120.00	\$32,160.00			\$0.00	\$0.00	\$32,160.00
	Specification Writer		HR	172	\$115.00	\$19,780.00			\$0.00	\$0.00	\$19,780.00
	Administrative Assistant		HR	76	\$83.00	\$6,308.00			\$0.00	\$0.00	\$6,308.00
	The Department of General Services (DGS) is seeking an A/E firm to provide all necessary labor to prepare and submit Program of Requirements ("POR"), Schematic Design, Design Development, Construction Documents and associated Project Specifications, Bid Phase, and Construction Administration for MPD 2nd District Headquarters Renovations									Direct Subtotal	\$108,695.65
										15% OH&P	\$16,304.35
										Total	\$125,000.00



Property Condition Report



2nd District Headquarters
3320 Idaho Ave NW
Washington, DC

**Comprehensive Facility Condition Assessment
And Space Utilization Study**
DCAM-13-NC-0162

October 15, 2014

Submitted to:

Ms. Cassandra White
Capital Program Financial & Systems Manager
Department of General Services – Construction Division
2000 14th Street NW, 8th Floor
Washington, DC 20009



Innovation for the Built Environment™
economic • energy • environmental • social

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- Appendix C: Survey Information Resulting In Plant Adaptation Recommendations
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EXECUTIVE SUMMARY

1.1 GENERAL DESCRIPTION

4tell Solutions, LP (“4tell”) was retained by Washington DC’s Department of General Services to undertake Property Condition Assessments (PCAs) on Municipal Facilities. The purpose of the PCAs are to inventory the elemental components in the buildings, identify key attributes of those components, determine estimated remaining useful lives (RULs) and replacement costs of those components, and to identify physical deficiencies and repair costs needing immediate attention.

1.2 SCOPE OF WORK

The Property Condition Assessments were carried out by 4tell Solutions, LP and were conducted following guidance in ASTM International’s “Standard Guide for Property Condition Assessments: Baseline Condition Assessment Process (ASTM E2018-08)” as well as guidance from Washington DC’s Department of General Services regarding additional survey information and cost estimates for possible plant adaptations. The Property Condition Report (PCR) summarizes the PCA process which includes the following:

- Document Reviews and Interviews
- Walk Through Site Assessment Surveys
- Building Components:
 - Itemized Inventories
 - Conditions
 - Opinions of remaining useful life (RUL)
 - Opinions of replacement costs at RUL
- Physical Deficiencies
 - Opinions of probable costs to remedy
- Survey Information Resulting in Plant Adaptation Recommendations
 - ADA Accessibility
 - Safety and Security
 - Fire Protection
 - Access Control
 - Haz Mat
 - LEED Potential
 - Green Roof for Low Impact Development

1.3 DEFINITIONS

Property Condition Report (PCR) - The work product resulting from completing a PCA is a Property Condition Report. The PCR incorporates the information obtained during the Walk-Through Site Assessment Survey, the Document Review and Interviews to develop Opinions of Probable Costs for components at their RUL along with costing for remediating physical deficiencies identified.

Document Reviews and Interviews - Includes document reviews, research, and interviews to augment the walk-through survey so as to assist the consultant's understanding of the subject property and identification of physical deficiencies.

Walk Through Site Assessment Survey - The walk-through survey identifies the subject property's elemental components, conditions, RULs, replacement costs at RUL, and costs to remediate identified physical deficiencies.

Costing - Replacement and repair costs are based on unit rates published from the 17th Annual Edition of the Whitestone Facility Maintenance and Repair Cost Reference Guide combined with local experience gained by 4tell. The quantities associated with each item have been estimated during a walk-through site assessment and do not represent exact measurements or quantities.

Current Replacement Value (CRV) Methodology – The value to replace the property as determined by the property's square footage and a square foot unit cost based on building classification using the Whitestone Facility Operations Cost Reference Guide.

Physical Deficiencies - In defining good commercial and customary practice for conducting a baseline PCA, the goal is to identify and communicate physical deficiencies to a user. The term physical deficiencies means the presence of conspicuous defects or material deferred maintenance of a subject property's material systems, components, or equipment as observed during the field observer's walk-through survey. This definition specifically excludes deficiencies that may be remedied with routine maintenance, miscellaneous minor repairs, normal operating maintenance, etc., and excludes de minimis conditions that generally do not present material physical deficiencies of the subject property.

Survey Information Resulting in Plant Adaptation Recommendations - These are methodical questions based upon defined industry or Owner standards resulting in a general costing amount that gives an Owner a cash expenditure to plan on within proformas.

Life Cycle - There are various approaches for determining an elemental component's service life such as a "modeling" approach where an industry standard expected useful life (EUL) is added to a component's date of installation resulting in a modeled or calculated expectation of replacement for that item. The methodology used in 4tell's reported value for the expected replacement of an elemental component is a field assessed opinion of remaining useful life (RUL). Observed RUL takes into account a field assessor's observation of the elemental component along with other factors such as maintenance records or observed measurable parameters.

Planning Horizon – Since the life cycles of many elemental components exceed industry standard cash flow proformas, 4tell's Property Condition Report (PCR) only includes a timeframe of importance to an Owner's immediate cash flow planning. In the case of this report, Washington DC's Department of General Services requested a planning horizon window of 6 years. The Planning Horizon years and remaining useful lives (RULs) as defined in this report's approach are summarized in the table below:

Planning Horizon	Remaining Useful Life (RUL)
Year 1 - "Immediate" or "Current"	0
Year 2	1
Year 3	2
Year 4	3
Year 5	4
Year 6	5

1.4 LIMITING CONDITIONS

This report has been prepared for the exclusive and sole use of the Department of General Services. The report may not be relied upon by any other person or entity without the express written consent of 4tell Solutions, LP.

Any reliance on this report by a third party, any decisions that a third party makes based on this report, or any use at all of this report by a third party is the responsibility of such third parties. 4tell Solutions, LP accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made, or actions taken, based on this report.

The assessment of the building/site components was performed using methods and procedures that are consistent with standard commercial and customary practice as outlined in ASTM Standard E 2018-08 for PCA assessments. As per this ASTM Standard, the assessment of the building/site components was based on a visual walk-through site visit, which captured the overall condition of the site at that specific point in time only.

No legal surveys, soil tests, environmental assessments, geotechnical assessments, detailed barrier-free compliance assessments, seismic assessments, detailed engineering calculations, or quantity surveying compilations have been made. No responsibility, therefore, is assumed concerning these matters. 4tell Solutions, LP did not design nor construct the building(s) or related structures and therefore will not be held responsible for the impact of any design or construction defects, whether or not described in this report. No guarantee or warranty, expressed or implied, with respect to the property, building components, building systems, property systems, or any other physical aspect of the property is made.

The recommendations and opinions of probable costs associated with these recommendations, as presented in this report, are based on walk-through non-invasive observations of the parts of the building which were readily accessible during our visual review. Conditions may exist that are not as per the general condition of the system being observed and reported in this report. Opinions of probable costs presented in this report are also based on information received during interviews with operations and maintenance staff. In certain instances, 4tell Solutions, LP has been required to assume that the information provided is accurate and cannot be held responsible for incorrect information received during the interview process. Should additional information become available with respect to the condition of the building and/or site elements, 4tell Solutions, LP requests that this information be brought to our attention so that we may reassess the conclusions presented herein.

The opinions of probable costs are intended for global budgeting purposes only. The scope of work and the actual costs of the work recommended can only be determined after a detailed examination of the site element in question, understanding of the site restrictions, understanding of the effects on the ongoing operations of the site/building, definition of the construction schedule, and preparation of tender documents. We expressly waive any responsibilities for the effects of any action taken as a result of these endeavors unless we are specifically advised of prior to, and participate in the action, at which time, our responsibility will be negotiated.

Our opinions and recommendations presented in our reports will be rendered in accordance with generally accepted professional standards and are not to be construed as a warranty or guarantee

regarding existing or future physical conditions at the Site or regarding compliance of Site systems/components and procedures/operations with the various regulating codes, standards, regulations, ordinances, etc.

1.5 BUILDING SUMMARY

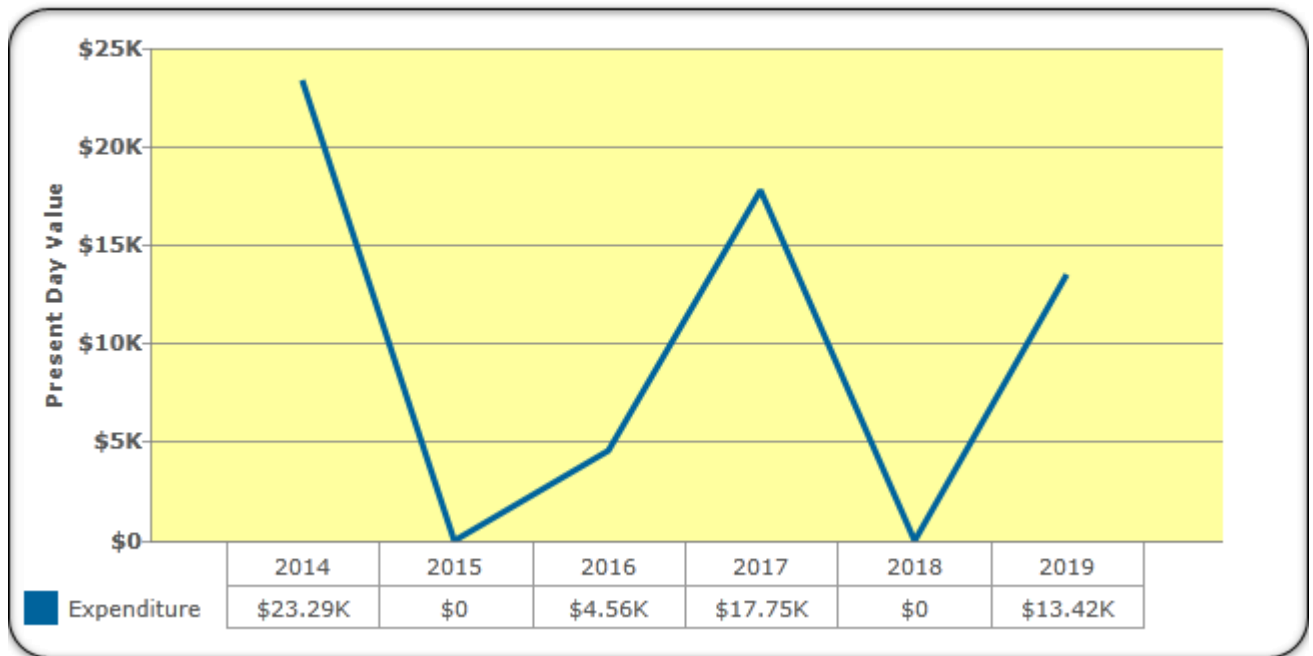
Item	Description
Project Name	2nd District Headquarters
Full Address	3320 Idaho Ave NW Washington, DC 20016
Year Built	1973
Gross Building Area (SF)	42,499
Current Replacement Value	\$ 8,951,139
CRV/GSF (\$/Sq Ft)	\$210.62 / Sq Ft

1.6 SUMMARY OF FINDINGS

This report represents summary-level findings for the Property Condition Assessment. The deficiencies identified in this assessment can be combined with potential new construction requirements to develop an overall Long Term Capital Needs Plan that can be the basis for a facility wide capital improvement funding strategy. Key findings from the Assessment include:

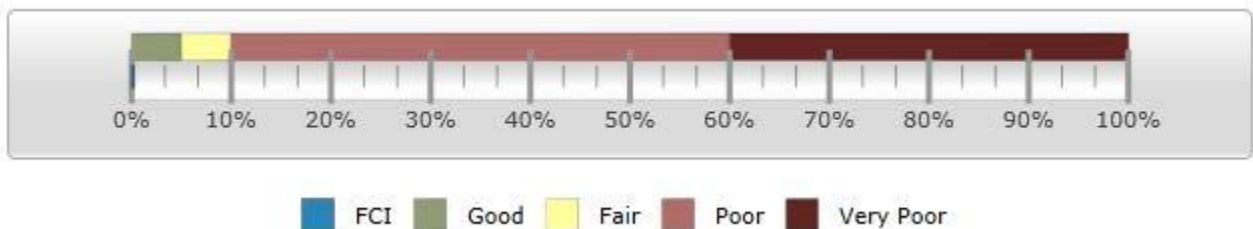
Key Finding	Metric
Current Year Facility Condition Index	0.26%
Property Replacement Value (in Current Dollars)	\$8,951,139
Current Year Capital Needs (included in FCI)	\$23,288
Current Year Non-Capital Needs (not included in FCI)	\$8,565
Year 2 to Year 6 Capital Needs	\$35,730

Expenditure Forecast Over Study Period



1.7 FACILITY CONDITION INDEX

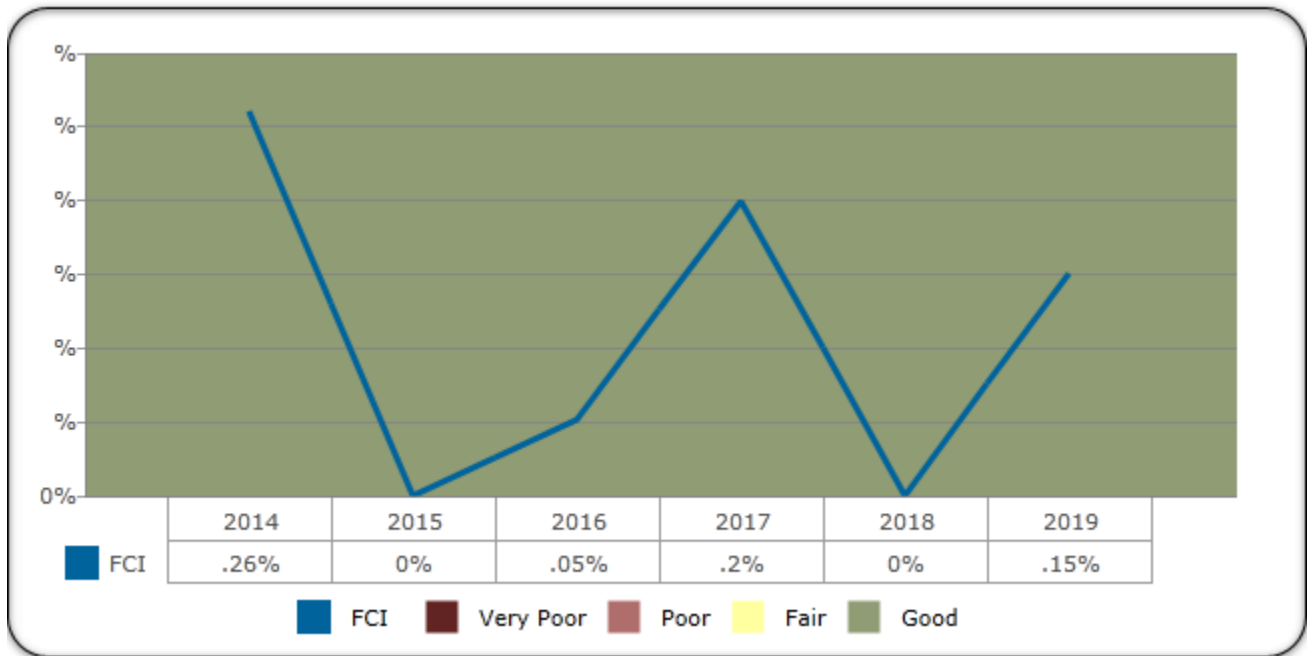
The Facility Condition Index (FCI) gives an indication of a building's or portfolio's overall state of condition. The values are based on a 0-100%+ scale and are derived by dividing the repair costs for a facility by a theoretical replacement value. This replacement value is based on building type from the 17th Annual Edition of the Whitestone Facility Maintenance and Repair Cost Reference. Typically, the FCI is calculated using only the current condition values, not taking into account the future need identified in the life cycle evaluation. Accounting principles indicate that a value of 65%, or the "rule of two-thirds", be utilized for the FCI threshold for identifying potential replacement candidates. Once the current repair costs reach 65%, or roughly two-thirds of the full replacement value of the estimated cost to replace a facility, it may not be prudent to continue to fund repairs. In cases where aggressive facilities planning is expected to be necessary, this threshold may be adjusted to address more pressing need.



2nd District Headquarters
Current Year FCI = 0.26%

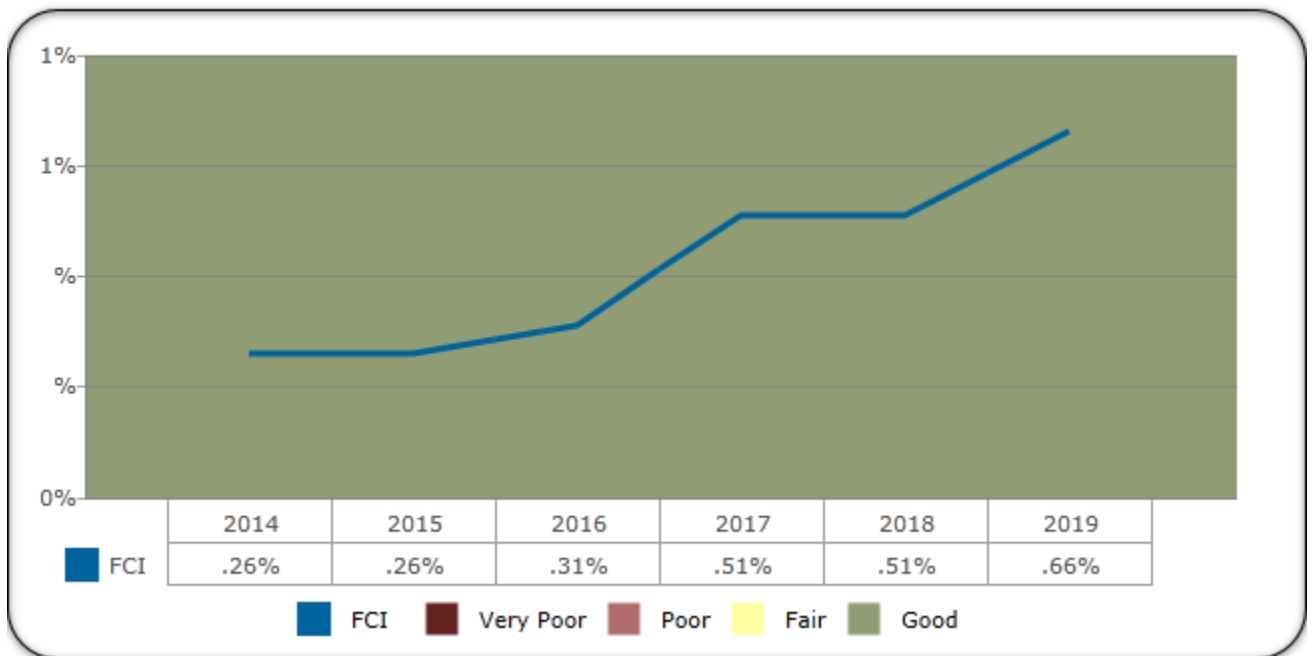
The chart below indicates the effects of the FCI ratio per year, assuming the required funds and expenditures **ARE** made to address the identified actions each year.

Year by Year Effects of FCI Over the Study Period



The Chart below indicates the cumulative effects of the FCI ratio over the study period assuming the required funds and expenditures are **NOT** provided to address the identified works and deferred maintenance each year.

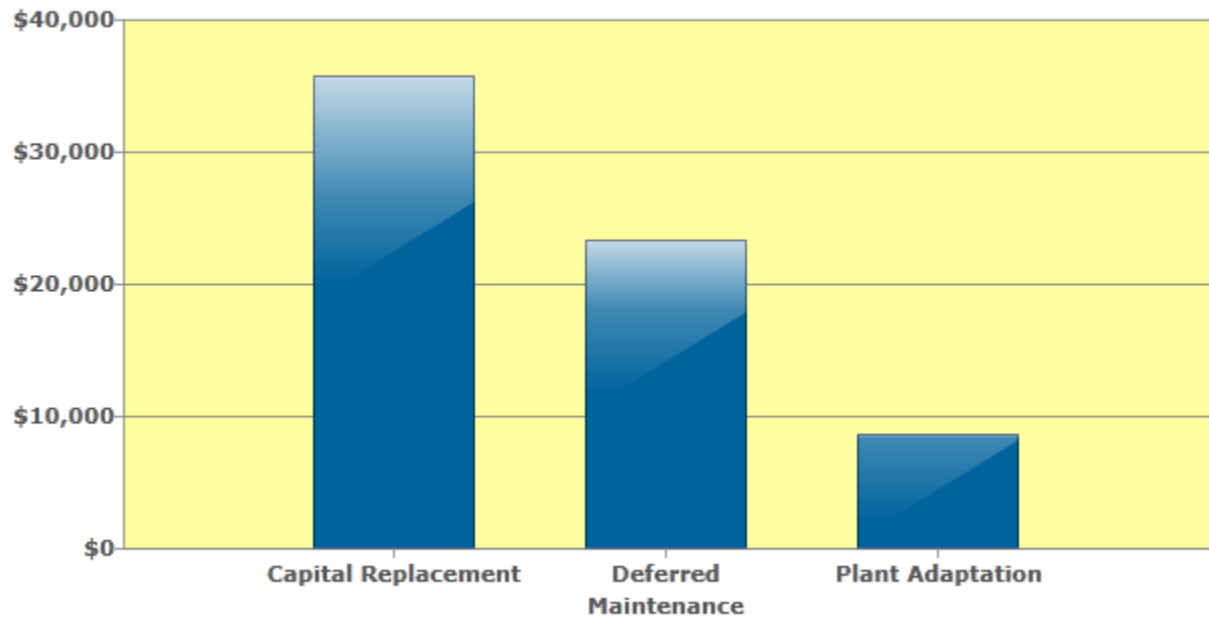
Cumulative Effects of FCI over the Study Period



1.8 PLANNING HORIZON CATEGORY NEEDS: CURRENT YEAR TO YEAR 6

The deficiencies are sorted by categories which define briefly the reason the need exists. A requirement may have more than one applicable category. The category is selected based on the need priority, the most heavily impacted building system and the category with the greatest life safety significance.

Planning Horizon Needs by Category



Plan Types	Total Cost
Deferred Maintenance	\$23,288
Plant Adaptation	\$8,565
Capital Replacement	\$35,730
Total	\$67,582

The following is a list of the Plan Types with a brief description:

Capital Replacement

Indicates the need for replacement or major refurbishment of an asset, typically based on age and use but required in the future within a reasonable planning horizon.

Deferred Maintenance

Indicates a deficiency or a conditional, performance, or failure related issue with an elemental component that has persisted past a reasonable time frame and should have been remedied prior to the time of assessment.

Routine Maint. Minor Repairs

Indicates the need for normal or ongoing minor component renewal or repair, generally required to sustain the anticipated life cycle of the asset.

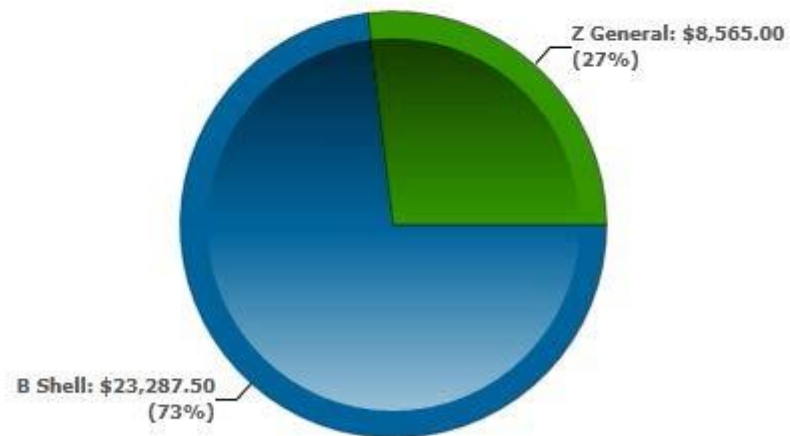
Plant Adaptation

Indicates the need for alterations to the property for improvement in safety and security, ADA, hazardous materials abatement, green roof and LEED requirements.

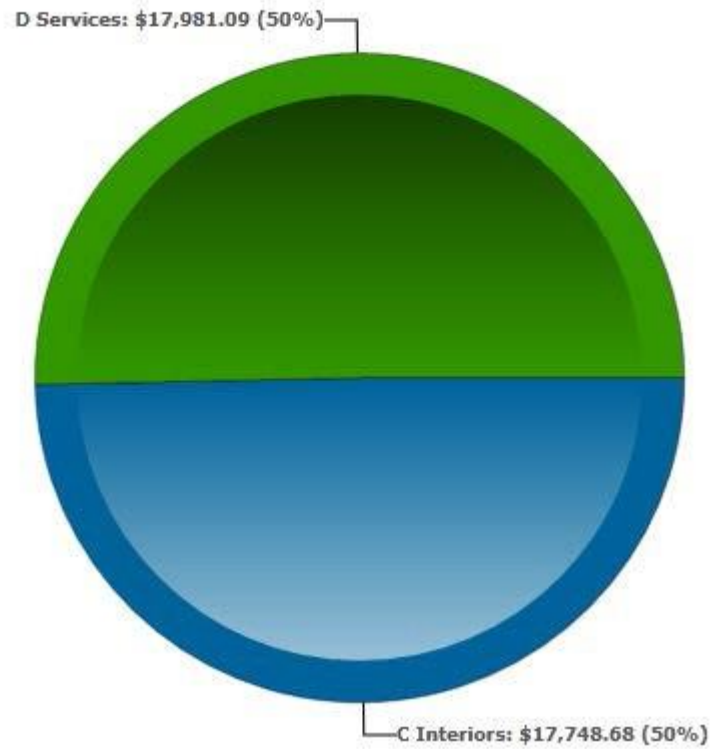
Note that the Category selected is the primary factor understood to be the cause for the recommendation. However, there may be more than one driver of the need for repair, replacement, or upgrade.

1.9 BUILDING SYSTEM NEEDS: IMMEDIATE

Distribution of Immediate Needs by Building System



Building Systems	Estimated Costs	Percentage of Total Cost
B Shell	\$23,288	73.1%
Z General	\$8,565	26.9%
Total	\$31,853	100.0%

1.10 BUILDING SYSTEM NEEDS: YEAR 2 - YEAR 6**Distribution of Capital Needs by Building System**

Building Systems	Estimated Costs	Percentage of Total Cost
C Interiors	\$17,749	49.7%
D Services	\$17,981	50.3%
Total	\$35,730	100.0%

B SHELL SYSTEMS

B10 SUPERSTRUCTURE

Item	Description
B1012 Upper Floors Construction	Concrete Decking
Condition	Fair - Good
RUL	30
Plan Type	Capital Replacement
Quantity	29328
Unit of Measure	Sq Ft
Unit Cost	\$23.17

Item	Description
B1032 Concrete frame Structure	Cast-in-Place Reinforced Concrete Structural Frame
Condition	Fair - Good
RUL	30
Plan Type	Capital Replacement
Quantity	43992
Unit of Measure	SF
Unit Cost	\$8.15

B20 EXTERIOR ENCLOSURE

Item	Description
B2011 Exterior Wall Construction	Steel, Exterior, 2 Stories
Condition	Poor

RUL	0
Plan Type	Deferred Maintenance
Quantity	5100
Unit of Measure	Sq Ft
Unit Cost	\$3

Comments

Exterior Steel Paint Recommended; Surface Oxidation Observed Throughout



Typical Deteriorated Paint and Oxidation at Exterior Steel



Typical Deteriorated Paint and Oxidation at Exterior Steel

Type	Component Description	Plan Type	Year	Expenditures (\$)
B2011	Replace Steel, Exterior, 2 Stories	Deferred Maintenance	2014	\$15,300

Item	Description
B2011 Exterior Wall Construction	Steel, Exterior, 2 Stories
Condition	Fair - Good
RUL	30
Plan Type	Capital Replacement
Quantity	5100
Unit of Measure	Sq Ft
Unit Cost	\$34.36

Comments

Painted Steel Exterior At Second Floor (Not Replacement)

Item	Description
B2011 Exterior Wall Construction	Brick Veneer, Exterior, 1 Story
Condition	Fair - Good
RUL	30
Plan Type	Capital Replacement
Quantity	3195
Unit of Measure	Sq Ft
Unit Cost	\$30.93

Comments

Brick Veneer Along 1st Floor



First Floor Exterior Brick Veneer

Item	Description
B2011 Exterior Wall Construction	Brick Veneer, Exterior, 1 Story
Condition	Poor
RUL	0
Plan Type	Deferred Maintenance

Quantity	3195
Unit of Measure	Sq Ft
Unit Cost	\$2.50

Comments

Brick Pointing Recommended; Cracking And Mortar Joint Deterioration Observed



Typical Exterior Brick Mortar Deterioration

Type	Component Description	Plan Type	Year	Expenditures (\$)
B2011	Replace Brick Veneer, Exterior, 1 Story	Deferred Maintenance	2014	\$7,988

Item	Description
B2021 Windows	Alum Fixed Thermal Break, Double Glazing, 1 Story, 12SF
Condition	Fair - Good
RUL	20
Plan Type	Capital Replacement

Quantity	37
Unit of Measure	Each
Unit Cost	\$453.94

Comments

First Floor Window Units



First Floor Aluminum Framed Windows

Item	Description
B2021 Windows	Alum Fixed Thermal Break, Double Glazing, 2 Story, 24SF
Condition	Fair - Good
RUL	20
Plan Type	Capital Replacement
Quantity	63
Unit of Measure	Each
Unit Cost	\$699.02

Comments

Second Floor Windows



Second Floor Aluminum Framed Windows and Painted Steel Exterior

Item	Description
B2023 Storefronts	Glazed Aluminum Framed with Swing Doors
Condition	Fair
RUL	30
Plan Type	Capital Replacement
Quantity	1330
Unit of Measure	SF
Unit Cost	\$29.96



Main Building Entry Storefront

Item	Description
B2034 Overhead Doors	Aluminum Single, Painted, Roll-up Door, 144 Sq Ft
Condition	Fair - Good
RUL	20
Plan Type	Capital Replacement
Quantity	2
Unit of Measure	Each
Unit Cost	\$3,772.46



Typical Aluminum Roll Up Door

B30 ROOFING

Item	Description
B3011 Roof Finishes	Modified Bitumen - Single Ply
Condition	Fair
RUL	8
Plan Type	Capital Replacement
Quantity	12750
Unit of Measure	SF
Unit Cost	\$5.90



Modified Bitumen Roof Coverings

C INTERIORS SYSTEMS

C10 INTERIOR CONSTRUCTION

Item	Description
C1014 Site Built Toilet Partitions	Site Built Toilet Partitions
Condition	Fair
RUL	17
Plan Type	Capital Replacement
Quantity	14
Unit of Measure	Each
Unit Cost	\$600



Typical Toilet Partitions

Item	Description
C1021 Interior Doors	Steel, Painted, Interior Door
Condition	Fair - Good
RUL	30

Plan Type	Capital Replacement
Quantity	38
Unit of Measure	Each
Unit Cost	\$857.53



Typical Interior Painted Steel Door

Item	Description
C1021 Interior Doors	Wood, Painted, Fully Glazed, Interior Door
Condition	Fair - Good
RUL	25
Plan Type	Capital Replacement
Quantity	9
Unit of Measure	Each
Unit Cost	\$1,876.30



Typical Glazed Interior Door

Item	Description
C1021 Interior Doors	Steel, Painted, Interior Double Door
Condition	Fair - Good
RUL	30
Plan Type	Capital Replacement
Quantity	19
Unit of Measure	Each
Unit Cost	\$1,857.80



Typical Interior Painted Steel Double Doors

C20 STAIRS

Item	Description
C2011 Regular Stairs	Metal, Painted, Interior Stairs
Condition	Fair - Good
RUL	30
Plan Type	Capital Replacement
Quantity	1215
Unit of Measure	Sq Ft
Unit Cost	\$35.88



Typical Interior Stair System

C30 INTERIOR FINISHES

Item	Description
C3012 Wall Finishes to Interior Walls	Ceramic Tile, Interior Wall Finish, 16 Sq In Tiles
Condition	Fair - Good
RUL	30
Plan Type	Capital Replacement
Quantity	3992
Unit of Measure	Sq Ft
Unit Cost	\$12.70



Typical Ceramic Tile Wall Finishes

Item	Description
C3024 Flooring	Ceramic Tile Flooring
Condition	Fair - Good
RUL	20
Plan Type	Capital Replacement
Quantity	2264
Unit of Measure	Sq Ft
Unit Cost	\$13.49



Typical Ceramic Tile Flooring

Item	Description
C3024 Flooring	Vinyl Tile Flooring
Condition	Fair
RUL	6
Plan Type	Capital Replacement
Quantity	21727
Unit of Measure	Sq Ft
Unit Cost	\$3.04



Typical Vinyl Floor Tile

Item	Description
C3024 Flooring	Terrazzo Flooring
Condition	Fair - Good
RUL	30
Plan Type	Capital Replacement
Quantity	13197
Unit of Measure	Sq Ft
Unit Cost	\$9.75

Comments

Entry Lobby Flooring



Terrazzo Flooring

Item	Description
C3025 Carpeting	Carpet, Nylon, High Traffic, 20 oz
Condition	Fair
RUL	3
Plan Type	Capital Replacement
Quantity	2969
Unit of Measure	Sq Ft
Unit Cost	\$5.98



Typical Carpet Flooring

Type	Component Description	Plan Type	Year	Expenditures (\$)
C3025	Replace Carpet, Nylon, High Traffic, 20 oz	Capital Replacement	2017	\$17,749

Item	Description
C3032 Suspended Ceilings	Acoustical Tile, Dropped Ceiling
Condition	Fair - Good
RUL	15
Plan Type	Capital Replacement
Quantity	35420
Unit of Measure	Sq Ft
Unit Cost	\$2.97



Typical Acoustic Ceiling Tiles

D SERVICES SYSTEMS

D20 PLUMBING

Item	Description
D2011 Water Closets	Tankless Water Closet
Condition	Fair - Good
RUL	20
Plan Type	Capital Replacement
Quantity	18
Unit of Measure	Each
Unit Cost	\$643.39



Typical Water Closet

Item	Description
D2012 Urinals	Urinal, Vitreous China
Condition	Fair - Good
RUL	20

Plan Type	Capital Replacement
Quantity	16
Unit of Measure	Each
Unit Cost	\$888.54



Typical Wall Hung Urinals

Item	Description
D2013 Lavatories	Lavatory, Vitreous China
Condition	Fair - Good
RUL	20
Plan Type	Capital Replacement
Quantity	23
Unit of Measure	Each
Unit Cost	\$468.21



Typical Wall Mounted Lavatories

Item	Description
D2017 Showers	Shower, Ceramic Tile
Condition	Fair
RUL	17
Plan Type	Capital Replacement
Quantity	10
Unit of Measure	Each
Unit Cost	\$1,398.32

Comments

Communal Ceramic Tile Showers



Communal Shower

Item	Description
D2022 Hot Water Service	Domestic Hot Water Heater - Gas
Condition	Poor - Fair
RUL	2
Plan Type	Capital Replacement
Quantity	76
Unit of Measure	GALS
Unit Cost	\$60

Comments

Rheem 76 Gallon Gas Fired Domestic Hot Water With Storage Tank



Domestic Hot Water Storage Tank

Type	Component Description	Plan Type	Year	Expenditures (\$)
D2022	Replace Domestic Hot Water Heater - Gas	Capital Replacement	2016	\$4,560

D30 HVAC

Item	Description
D3021 Boilers	Boiler, Gas, 2,000 Mbh
Condition	Fair - Good
RUL	12
Plan Type	Capital Replacement
Quantity	1
Unit of Measure	Each
Unit Cost	\$35,686.36

Comments

Precision Brand Domestic Hot Water Gas Boiler; Capacity Not Determined; Installed 1999



Domestic Hot Water Boiler

Item	Description
D3021 Boilers	Boiler, Gas, 4,200 Mbh
Condition	Fair - Good
RUL	15
Plan Type	Capital Replacement
Quantity	2
Unit of Measure	Each
Unit Cost	\$94,232.10

Comments

Dietrich 1,154 Btu/Hr Gas Fired Hot Water Boiler; Installed 1999



Central Heating Boilers

Item	Description
D3022 Boiler Room Piping & Specialties	Circulation Pump, Hot Water, 7.500 HP
Condition	Fair
RUL	5
Plan Type	Capital Replacement
Quantity	3
Unit of Measure	Each
Unit Cost	\$4,473.70

Comments

7.5 Hp Conditioned Water Circulation Pumps



Conditioned Water Circulation Pumps

Type	Component Description	Plan Type	Year	Expenditures (\$)
D3022	Replace Circulation Pump, Hot Water, 7.500 HP	Capital Replacement	2019	\$13,421

Item	Description
D3031 Chilled Water Systems	Chiller, Reciprocal Air-Cooled Hermetic, 200 Ton
Condition	Fair
RUL	12
Plan Type	Capital Replacement
Quantity	1
Unit of Measure	Each
Unit Cost	\$194,113.42

Comments

Trane Central Chiller Unit



Central Chiller Unit

Item	Description
D3041 Air Distribution Systems	Air Handler, Multizone, 40,000 Cfm
Condition	Fair
RUL	10
Plan Type	Capital Replacement
Quantity	4
Unit of Measure	Each
Unit Cost	\$80,533.40

Comments

Multizone Airhandler; Installed 1999



Boiler Room Air Handler Unit

D50 ELECTRICAL SYSTEMS

Item	Description
D5012 Low Tension Service & Dist.	Disconnect Switch, 100 Amp
Condition	Fair - Good
RUL	35
Plan Type	Capital Replacement
Quantity	1
Unit of Measure	Each
Unit Cost	\$1,359.11



100 Amp Electric Disconnect Switch

Item	Description
D5012 Low Tension Service & Dist.	Power Panel Board, 480 Y, 277 V, 100 Amp
Condition	Fair - Good
RUL	20
Plan Type	Capital Replacement
Quantity	8
Unit of Measure	Each
Unit Cost	\$5,914.17

Comments

ITE 480 Y, 277 V, 100 Amp Power Panel Board



100 Amp Circuit Breaker Panel

Item	Description
D5012 Low Tension Service & Dist.	Disconnect Switch, 30 Amp
Condition	Fair - Good
RUL	30
Plan Type	Capital Replacement
Quantity	4
Unit of Measure	Each
Unit Cost	\$401.22

Comments

30 Amp Disconnect Switch



Typical 30 Amp Electric Disconnect Switches

Item	Description
D5012 Low Tension Service & Dist.	Secondary Transformer, Dry, 30 kVA
Condition	Fair
RUL	15
Plan Type	Capital Replacement
Quantity	3
Unit of Measure	Each
Unit Cost	\$4,899.35



Secondary Transformer

Item	Description
D5012 Low Tension Service & Dist.	Disconnect Switch, 400 Amp
Condition	Fair - Good
RUL	30
Plan Type	Capital Replacement
Quantity	1
Unit of Measure	Each
Unit Cost	\$4,112.51

Comments

Chiller Disconnect Switch



Chiller 400 Amp Disconnect Switch

Item	Description
D5012 Low Tension Service & Dist.	Main Switchgear, 208 Y, 120 V, 2,000 Amp
Condition	Fair
RUL	12
Plan Type	Capital Replacement
Quantity	1
Unit of Measure	Each
Unit Cost	\$245,569.16

Comments

ITE 2,000 Amp, 120/208 Volt, 3 Phase, 4 Wire Main Switchgear



Main Electric Service Switchgear

Item	Description
D5012 Low Tension Service & Dist.	Power Panel Board, 480 Y, 277 V, 200 Amp
Condition	Fair - Good
RUL	20
Plan Type	Capital Replacement
Quantity	9
Unit of Measure	Each
Unit Cost	\$8,128.15

Comments

ITE 225 Amp Circuit Breaker Panel



225 Amp Circuit Breaker Panel

Item	Description
D5012 Low Tension Service & Dist.	Power Panel Board, 208 Y, 120 V, 400 Amp
Condition	Fair - Good
RUL	20
Plan Type	Capital Replacement
Quantity	1
Unit of Measure	Each
Unit Cost	\$7,601.26

Comments

ITE 208 Y, 120 V, 400 Amp Power Panel Board



400 Amp Circuit Breaker Panel

Item	Description
D5022 Lighting Equipment	Fluorescent Lighting Fixture, T8, 32 W
Condition	Fair - Good
RUL	15
Plan Type	Capital Replacement
Quantity	413
Unit of Measure	Each
Unit Cost	\$178.94



Typical Fluorescent Light Fixture

Item	Description
D5092 Emergency Light & Power Systems	Generator, Diesel, 175 kW
Condition	Fair
RUL	10
Plan Type	Capital Replacement
Quantity	1
Unit of Measure	Each
Unit Cost	\$140,207.83

Comments

Onan 175 Kw, 219 Kva Backup Generator



Backup Generator

E EQUIPMENT & FURNISHING SYSTEMS

E20 FURNISHINGS

Item	Description
E2010 Fixed Furnishings	Storage Lockers
Condition	Fair
RUL	18
Plan Type	Capital Replacement
Quantity	571
Unit of Measure	Each
Unit Cost	\$300



Typical Storage Lockerd

APPENDICES

Appendix A: Expenditure Forecast

Appendix B: Photographic Record

**Appendix C: Survey Information Resulting In Plant Adaptation
Recommendations**

Appendix D: Predictive Maintenance Templated Actions

Appendix A:

Expenditure Forecast

6 YEAR CAPITAL EXPENDITURE FORECAST



2nd District Headquarters
3320 Idaho Ave NW, Washington, DC
1818-0849, 3

Element No.	Actions	Last Assigned Condition	EUL* or ReplacementC ycle (Yrs)	RUL** (Yrs)	Qty.	Units	Unit Cost	Plan Type	2014	2015	2016	2017	2018	2019	Total***
							\$		0	1	2	3	4	5	
A. SUBSTRUCTURE															
A. SUBSTRUCTURE SUB-TOTALS									\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. SHELL															
B20	EXTERIOR ENCLOSURE														
B2011	Replace Steel, Exterior, 2 Stories	Poor	75	0	5,100.00	Sq Ft	\$3.00	Deferred Maintenance	\$15,300						\$15,300
B2011	Replace Brick Veneer, Exterior, 1 Story	Poor	75	0	3,195.00	Sq Ft	\$2.50	Deferred Maintenance	\$7,988						\$7,988
B. SHELL SUB-TOTALS									\$23,288	\$0	\$0	\$0	\$0	\$0	\$23,288
C. INTERIORS															
C30	INTERIOR FINISHES														
C3025	Replace Carpet, Nylon, High Traffic, 20 oz	Fair	8	3	2,969.00	Sq Ft	\$5.98	Capital Replacement				\$17,749			\$17,749
C. INTERIORS SUB-TOTALS									\$0	\$0	\$0	\$17,749	\$0	\$0	\$17,749
D. SERVICES															
D20	PLUMBING														
D2022	Replace Domestic Hot Water Heater - Gas	Poor - Fair	15	2	76.00	GALS	\$60.00	Capital Replacement			\$4,560				\$4,560
D30	HVAC														
D3022	Replace Circulation Pump, Hot Water, 7.500 HP	Fair	15	5	3.00	Each	\$4,473.70	Capital Replacement						\$13,421	\$13,421
D. SERVICES SUB-TOTALS									\$0	\$0	\$4,560	\$0	\$0	\$13,421	\$17,981
E. EQUIPMENT & FURNISHING															
E. EQUIPMENT & FURNISHING SUB-TOTALS									\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. SPECIAL CONSTRUCTION AND DEMOLITION															
F. SPECIAL CONSTRUCTION AND DEMOLITION SUB-TOTALS									\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. BUILDING SITEWORK															
G. BUILDING SITEWORK SUB-TOTALS									\$0	\$0	\$0	\$0	\$0	\$0	\$0
Z. GENERAL															
Z. GENERAL SUB-TOTALS									\$0	\$0	\$0	\$0	\$0	\$0	\$0
							Expenditure Totals per Year		\$23,288	\$0	\$4,560	\$17,749	\$0	\$13,421	\$59,017
							FCI† By Year		0.26%	0.00%	0.05%	0.20%	0.00%	0.15%	
							CRV*** \$8,951,139								

Notes

* - EUL is the Estimated Useful Life of an Asset

** - RUL is the Remaining Useful Life of an Asset

*** - Non-Escalated and Non-Inflated Adjuted Dollars

† - FCI Formula (As Currently Programmed):

(Deferred Maintenance + Capital Renewal + Capital Replacement)/(Building Replacement Value)

6 YEAR ROUTINE MAINTENANCE EXPENDITURE FORECAST



2nd District Headquarters
3320 Idaho Ave NW, Washington, DC
1818-0849, 3

Element No.	Actions	Last Assigned Condition	EUL* or ReplacementC ycle (Yrs)	RUL** (Yrs)	Qty.	Units	Unit Cost	Priority	Plan Type	2014	2015	2016	2017	2018	2019	Total***
							\$			0	1	2	3	4	5	
A. SUBSTRUCTURE																
A. SUBSTRUCTURE SUB-TOTALS										\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. SHELL																
B. SHELL SUB-TOTALS										\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. INTERIORS																
C. INTERIORS SUB-TOTALS										\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. SERVICES																
D. SERVICES SUB-TOTALS										\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. EQUIPMENT & FURNISHING																
E. EQUIPMENT & FURNISHING SUB-TOTALS										\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. SPECIAL CONSTRUCTION AND DEMOLITION																
F. SPECIAL CONSTRUCTION AND DEMOLITION SUB-TOTALS										\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. BUILDING SITEWORK																
G. BUILDING SITEWORK SUB-TOTALS										\$0	\$0	\$0	\$0	\$0	\$0	\$0
Z. GENERAL																
Z10	GENERAL REQUIREMENTS															
Z1010.2	ADA Remediation Cost	Poor - Fair	0	0	1.00	LS	\$3,065.00	Priority 4	Plant Adaptation	\$3,065						\$3,065
Z1010.4	Green Roof	Fair - Good	0	0	1.00	LS	\$5,500.00	Priority 4	Plant Adaptation	\$5,500						\$5,500
Z. GENERAL SUB-TOTALS										\$8,565	\$0	\$0	\$0	\$0	\$0	\$8,565
										\$8,565	\$0	\$0	\$0	\$0	\$0	\$8,565
						Expenditure Totals per Year				\$8,565	\$0	\$0	\$0	\$0	\$0	\$8,565
						CRV***				\$8,951,139						

Notes

* - EUL is the Estimated Useful Life of an Asset

** - RUL is the Remaining Useful Life of an Asset

*** - Non-Escalated and Non-Inflated Adusted Dollars

2014 iPlan Scoring					
Condition	Score		From	To	Rating
Good	10	100%	0%	20%	Good
Fair-Good	8	80%	20%	40%	Fair
Fair	6	60%	40%	60%	Poor
Poor-Fair	4	40%	60%	80%	Poor
Poor	2	20%	80%	100%	Unsatisfactory

Uniformat Level 2 Asset Condition Rating For 2nd District Headquarters

Plan Type	Condition	Element No.	Asset	Qty.	UOM.	Unit Cost (\$)	Asset Value (\$)	Actual Asset Condition Score	Max Possible Score	Asset Weighting Based Upon Asset Value	Asset Condition Weighted Score	Max. Possible Weighted Score	Cond. (%)	Condition Rating
B10 SuperStructure														
Capital Replacement	Fair - Good	B10 SuperStructure	Cast-in-Place Reinforced Concrete Structural Frame	43,992.00	SF	8.15	358,622.78	8	10.00	35%	2.76	3.45		
Capital Replacement	Fair - Good	B10 SuperStructure	Concrete Decking	29,328.00	Sq Ft	23.17	679,471.10	8	10.00	65%	5.24	6.55		
B10 SuperStructure							1,038,093.89	16			8.00	10.00	20%	Good
B20 Exterior Enclosure														
Deferred Maintenance	Poor	B20 Exterior Enclosure	Steel, Exterior, 2 Stories	5,100.00	Sq Ft	3.00	15,300.00	2	10.00	4%	0.08	0.38		
Capital Replacement	Fair - Good	B20 Exterior Enclosure	Alum Fixed Thermal Break, Doubble Glazing, 1 Story, 12SF	37.00	Each	453.94	16,795.63	8	10.00	4%	0.33	0.41		
Capital Replacement	Fair - Good	B20 Exterior Enclosure	Steel, Exterior, 2 Stories	5,100.00	Sq Ft	34.36	175,215.60	8	10.00	43%	3.46	4.32		
Capital Replacement	Fair - Good	B20 Exterior Enclosure	Aluminum Single, Painted, Roll-up Door, 144 Sq Ft	2.00	Each	3,772.46	7,544.93	8	10.00	2%	0.15	0.19		
Capital Replacement	Fair	B20 Exterior Enclosure	Glazed Aluminum Framed with Swing Doors	1,330.00	SF	29.96	39,848.13	6	10.00	10%	0.59	0.98		
Capital Replacement	Fair - Good	B20 Exterior Enclosure	Brick Veneer, Exterior, 1 Story	3,195.00	Sq Ft	30.93	98,834.13	8	10.00	24%	1.95	2.44		
Deferred Maintenance	Poor	B20 Exterior Enclosure	Brick Veneer, Exterior, 1 Story	3,195.00	Sq Ft	2.50	7,987.50	2	10.00	2%	0.04	0.20		
Capital Replacement	Fair - Good	B20 Exterior Enclosure	Alum Fixed Thermal Break, Doubble Glazing, 2 Story, 24SF	63.00	Each	699.02	44,038.20	8	10.00	11%	0.87	1.09		
B20 Exterior Enclosure							405,564.12	50			7.46	10.00	25%	Fair
B30 Roofing														
Capital Replacement	Fair	B30 Roofing	Modified Bitumen - Single Ply	12,750.00	SF	5.90	75,225.00	6	10.00	100%	6.00	10.00		
B30 Roofing							75,225.00	6			6.00	10.00	40%	Fair
C10 Interior Construction														
Capital Replacement	Fair	C10 Interior Construction	Site Built Toilet Partitions	14.00	Each	600.00	8,400.00	6	10.00	9%	0.54	0.90		
Capital Replacement	Fair - Good	C10 Interior Construction	Wood, Painted, Fully Glazed, Interior Door	9.00	Each	1,876.30	16,886.70	8	10.00	18%	1.45	1.81		
Capital Replacement	Fair - Good	C10 Interior Construction	Steel, Painted, Interior Door	38.00	Each	857.53	32,586.10	8	10.00	35%	2.80	3.50		
Capital Replacement	Fair - Good	C10 Interior Construction	Steel, Painted, Interior Double Door	19.00	Each	1,857.80	35,298.18	8	10.00	38%	3.03	3.79		
C10 Interior Construction							93,170.98	30			7.82	10.00	22%	Fair
C20 Stairs														
Capital Replacement	Fair - Good	C20 Stairs	Metal, Painted, Interior Stairs	1,215.00	Sq Ft	35.88	43,590.56	8	10.00	100%	8.00	10.00		
C20 Stairs							43,590.56	8			8.00	10.00	20%	Good
C30 Interior Finishes														
Capital Replacement	Fair - Good	C30 Interior Finishes	Terrazzo Flooring	13,197.00	Sq Ft	9.75	128,657.55	8	10.00	32%	2.58	3.23		
Capital Replacement	Fair - Good	C30 Interior Finishes	Ceramic Tile, Interior Wall Finish, 16 Sq In Tiles	3,992.00	Sq Ft	12.70	50,710.38	8	10.00	13%	1.02	1.27		
Capital Replacement	Fair - Good	C30 Interior Finishes	Ceramic Tile Flooring	2,264.00	Sq Ft	13.49	30,548.15	8	10.00	8%	0.61	0.77		
Capital Replacement	Fair - Good	C30 Interior Finishes	Acoustical Tile, Dropped Ceiling	35,420.00	Sq Ft	2.97	105,197.40	8	10.00	26%	2.11	2.64		
Capital Replacement	Fair	C30 Interior Finishes	Vinyl Tile Flooring	21,727.00	Sq Ft	3.04	66,050.08	6	10.00	17%	0.99	1.66		
Capital Replacement	Fair	C30 Interior Finishes	Carpet, Nylon, High Traffic, 20 oz	2,969.00	Sq Ft	5.98	17,748.68	6	10.00	4%	0.27	0.44		
C30 Interior Finishes							398,912.24	44			7.58	10.00	24%	Fair
D20 Plumbing														
Capital Replacement	Poor - Fair	D20 Plumbing	Domestic Hot Water Heater - Gas	76.00	GALS	60.00	4,560.00	4	10.00	8%	0.33	0.83		
Capital Replacement	Fair - Good	D20 Plumbing	Urinal, Vitreous China	16.00	Each	888.54	14,216.67	8	10.00	26%	2.06	2.58		
Capital Replacement	Fair	D20 Plumbing	Shower, Ceramic Tile	10.00	Each	1,398.32	13,983.19	6	10.00	25%	1.52	2.54		
Capital Replacement	Fair - Good	D20 Plumbing	Lavatory, Vitreous China	23.00	Each	468.21	10,768.78	8	10.00	20%	1.56	1.95		
Capital Replacement	Fair - Good	D20 Plumbing	Tankless Water Closet	18.00	Each	643.39	11,581.04	8	10.00	21%	1.68	2.10		
D20 Plumbing							55,109.68	34			7.16	10.00	28%	Fair
D30 HVAC														
Capital Replacement	Fair - Good	D30 HVAC	Boiler, Gas, 2,000 Mbh	1.00	Each	35,686.36	35,686.36	8	10.00	5%	0.38	0.47		
Capital Replacement	Fair	D30 HVAC	Chiller, Reciprocal Air-Cooled Hermetic, 200 Ton	1.00	Each	194,113.42	194,113.42	6	10.00	26%	1.55	2.58		

Capital Replacement	Fair - Good	D30 HVAC	Boiler, Gas, 4,200 Mbh	2.00	Each	94,232.10	188,464.20	8	10.00	25%	2.00	2.50		
Capital Replacement	Fair	D30 HVAC	Air Handler, Multizone, 40,000 Cfm	4.00	Each	80,533.40	322,133.59	6	10.00	43%	2.56	4.27		
Capital Replacement	Fair	D30 HVAC	Circulation Pump, Hot Water, 7.500 HP	3.00	Each	4,473.70	13,421.09	6	10.00	2%	0.11	0.18		
D30 HVAC							753,818.66	34			6.59	10.00	34%	Fair
D50 Electrical Systems														
Capital Replacement	Fair - Good	D50 Electrical Systems	Disconnect Switch, 100 Amp	1.00	Each	1,359.11	1,359.11	8	10.00	0%	0.02	0.02		
Capital Replacement	Fair - Good	D50 Electrical Systems	Fluorescent Lighting Fixture, T8, 32 W	413.00	Each	178.94	73,902.22	8	10.00	12%	0.97	1.21		
Capital Replacement	Fair	D50 Electrical Systems	Main Switchgear, 208 Y, 120 V, 2,000 Amp	1.00	Each	245,569.16	245,569.16	6	10.00	40%	2.42	4.03		
Capital Replacement	Fair - Good	D50 Electrical Systems	Power Panel Board, 480 Y, 277 V, 200 Amp	9.00	Each	8,128.15	73,153.38	8	10.00	12%	0.96	1.20		
Capital Replacement	Fair - Good	D50 Electrical Systems	Power Panel Board, 480 Y, 277 V, 100 Amp	8.00	Each	5,914.17	47,313.34	8	10.00	8%	0.62	0.78		
Capital Replacement	Fair - Good	D50 Electrical Systems	Disconnect Switch, 30 Amp	4.00	Each	401.22	1,604.88	8	10.00	0%	0.02	0.03		
Capital Replacement	Fair	D50 Electrical Systems	Generator, Diesel, 175 kW	1.00	Each	140,207.83	140,207.83	6	10.00	23%	1.38	2.30		
Capital Replacement	Fair	D50 Electrical Systems	Secondary Transformer, Dry, 30 kVA	3.00	Each	4,899.35	14,698.04	6	10.00	2%	0.14	0.24		
Capital Replacement	Fair - Good	D50 Electrical Systems	Disconnect Switch, 400 Amp	1.00	Each	4,112.51	4,112.51	8	10.00	1%	0.05	0.07		
Capital Replacement	Fair - Good	D50 Electrical Systems	Power Panel Board, 208 Y, 120 V, 400 Amp	1.00	Each	7,601.26	7,601.26	8	10.00	1%	0.10	0.12		
D50 Electrical Systems							609,521.73	74			6.69	10.00	33%	Fair
E20 Furnishings														
Capital Replacement	Fair	E20 Furnishings	Storage Lockers	571.00	Each	300.00	171,300.00	6	10.00	100%	6.00	10.00		
E20 Furnishings							171,300.00	6			6.00	10.00	40%	Fair

Appendix B:

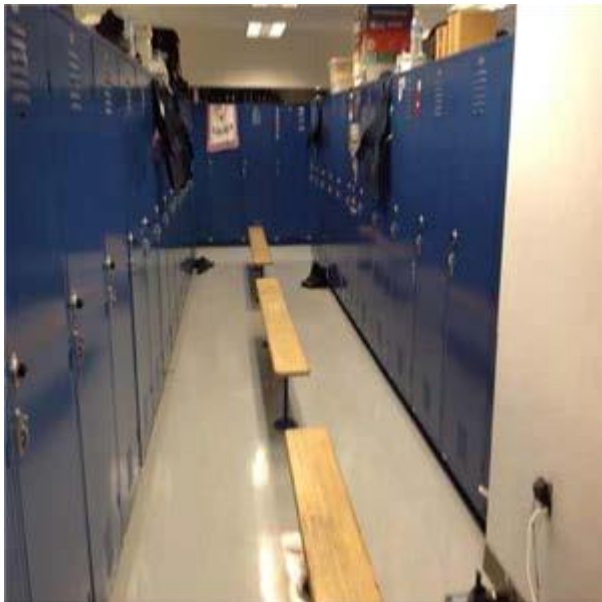
Photographic Record



Exercise Room



Bicycle Storage Room



Locker Room



Conference Room



Typical Office



Classroom



Building RearvElevation



Building Front Elevation



Brick Veneer, Exterior, 1 Story :- Typical Exterior
Brick Mortar Deterioration



Brick Veneer, Exterior, 1 Story:- First Floor Exterior
Brick Veneer



Brick Veneer, Exterior, 1 Story :- Typical Exterior
Brick Mortar Deterioration



Steel, Exterior, 2 Stories:- Typical Deteriorated
Paint and Oxidation at Exterior Steel



Steel, Exterior, 2 Stories :- Typical Deteriorated Paint and Oxidation at Exterior Steel



Alum Fixed Thermal Break, Double Glazing, 1 Story, 12SF:- First Floor Aluminum Framed Windows



Alum Fixed Thermal Break, Double Glazing, 2 Story, 24SF :- Second Floor Aluminum Framed Windows and Painted Steel Exterior



Glazed Aluminum Framed with Swing Doors:- Main Building Entry Storefront



Aluminum Single, Painted, Roll-up Door, 144 Sq Ft
:- Typical Aluminum Roll Up Door



Modified Bitumen - Single Ply:- Modified Bitumen
Roof Coverings



Modified Bitumen - Single Ply :- Modified Bitumen
Roof Coverings



Modified Bitumen - Single Ply:- Rooftop Heliport
Area



Site Built Toilet Partitions :- Typical Toilet Partitions



Steel, Painted, Interior Door:- Typical Interior Painted Steel Door



Steel, Painted, Interior Double Door :- Typical Interior Painted Steel Double Doors



Wood, Painted, Fully Glazed, Interior Door:- Typical Glazed Interior Door



Metal, Painted, Interior Stairs :- Typical Interior Stair System



Ceramic Tile, Interior Wall Finish, 16 Sq In Tiles:- Typical Ceramic Tile Wall Finishes



Ceramic Tile Flooring :- Typical Ceramic Tile Flooring



Terrazzo Flooring:- Terrazzo Flooring



Vinyl Tile Flooring :- Typical Vinyl Floor Tile



Carpet, Nylon, High Traffic, 20 oz:- Typical Carpet Flooring



Acoustical Tile, Dropped Ceiling :- Typical Acoustic Ceiling Tiles



Tankless Water Closet:- Typical Water Closet



Urinal, Vitreous China :- Typical Wall Hung Urinals



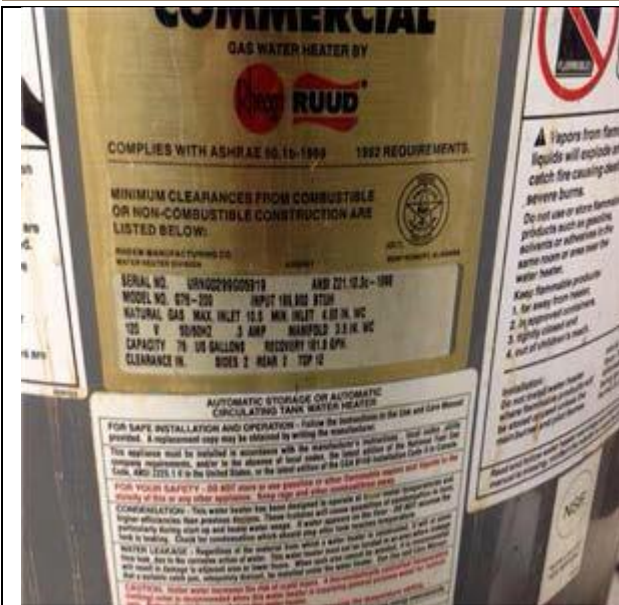
Lavatory, Vitreous China:- Typical Wall Mounted Lavatories



Shower, Ceramic Tile :- Communal Shower



Domestic Hot Water Heater - Gas:- Domestic Hot Water Storage Tank



Domestic Hot Water Heater - Gas :- Domestic Hot Water Storage Tank Nameplate



Boiler, Gas, 2,000 Mbh:- Domestic Hot Water Boiler



Boiler, Gas, 2,000 Mbh :- Domestic Hot Water Boiler Nameplate



Boiler, Gas, 4,200 Mbh:- Central Heating Boiler Nameplate



Boiler, Gas, 4,200 Mbh :- Central Heating Boilers



Circulation Pump, Hot Water, 7.500 HP:-
Conditioned Water Circulation Pump Nameplate



Circulation Pump, Hot Water, 7.500 HP :-
Conditioned Water Circulation Pumps



Chiller, Reciprocal Air-Cooled Hermetic, 200 Ton:-
Central Chiller Nameplate



Chiller, Reciprocal Air-Cooled Hermetic, 200 Ton :-
Central Chiller Unit



Air Handler, Multizone, 40,000 Cfm:- Boiler Room
Air Handler Nameplate



Air Handler, Multizone, 40,000 Cfm :- Boiler Room
Air Handler Unit



Disconnect Switch, 100 Amp:- 100 Amp Electric
Disconnect Switch



Disconnect Switch, 30 Amp :- Typical 30 Amp Electric Disconnect Switches



Disconnect Switch, 400 Amp:- Chiller 400 Amp Disconnect Switch



Main Switchgear, 208 Y, 120 V, 2,000 Amp :- Main Electric Service Switchgear



Main Switchgear, 208 Y, 120 V, 2,000 Amp:- Main Electric Switchgear Nameplate



Power Panel Board, 208 Y, 120 V, 400 Amp :- 400
Amp Circuit Breaker Panel



Power Panel Board, 480 Y, 277 V, 100 Amp:- 100
Amp Circuit Breaker Panel



Power Panel Board, 480 Y, 277 V, 200 Amp :- 225
Amp Circuit Breaker Panel



Secondary Transformer, Dry, 30 kVA:- Secondary
Transformer Nameplate



Secondary Transformer, Dry, 30 kVA :- Secondary Transformer



Fluorescent Lighting Fixture, T8, 32 W:- Typical Fluorescent Light Fixture



Generator, Diesel, 175 kW :- Backup Generator Nameplate



Generator, Diesel, 175 kW:- Backup Generator



Generator, Diesel, 175 kW :- Backup Generator
Transfer Switch



Storage Lockers:- Typical Storage Lockerd

Appendix C:

Survey Information Resulting In Plant Adaptation Recommendations

Access Control	
Does the facility have a key card proximity entry system	Yes
Are all windows at grade level locked or fixed at all times	No
Is there at least one clearly marked and designated entrance for visitors	Yes
Are there signs posted for visitors to report to main office or through a designated entrance	Yes
Access to public transport loading area is restricted to other vehicles during loading/unloading	No
Lighting is provided at entrances and points of possible intrusion	Yes
Outside hardware has been removed from all doors except at points of entry	Yes
Basement windows are protected with grill or well cover	Yes
Restricted areas are properly identified	Yes
Access to electrical panels are restricted	No
Are there control gates to separate distinct areas of the building after hours without changing means of egress	No
Are all perimeter doors equipped with recessed magnetic contact – door position door sensors	No
Are interior doors with specific vulnerability equipped with door position monitoring sensors	No

ADA	
How many additional designated car parking stalls are needed for compliance.	0
How many additional designated can parking stalls are needed for compliance.	1
How many additional signs for accessible parking are needed for compliance.	1
How many LF of curb ramps are required from the parking area to the sidewalks.	0
How many additional passenger drop off areas are required	1
How many additional signs directing to accessible parking or accessible building entrances to the facility are required	2

ADA Parking Comments	There are only six visitor parking spots onsite, one of which is a handicapped space.
How many LF of a straight entrance ramp with handrails are needed to allow wheelchair access	0
How many LF of existing exterior ramps and stairs are not equipped with the required handrails.	0
How many buzzers or intercoms used for assistance and service at exterior entrance doors or parking space are needed.	1
How many entrance doors are not wide enough to accommodate wheelchair access, and clear floor space beside the door swing is lacking	0
How many vestibule doors are set too close to the front doors for wheelchair access	0
How many lever action hardware are missing at all accessible locations	0
How many obstacles or protrusion from the wall are impeding access.	0
How many SF of existing carpeting is not securely attached or has a pile thickness exceeding 1/2".	0
How many stair handrails do not extend beyond the top and bottom risers.	4
How many signs used to indicate accessible entrances and general information are not provided	1
How many telephones are installed higher than what is essential for basic operation	0
How many objects are mounted higher than 27" off the floor, project more than 4" into walks, halls, corridors, passageways, or aisles	0
How many visual alarms need to be added to existing audible fire alarm systems.	0
How many cup dispensers are required at an existing non-conforming water fountain.	1
How many elevator control panels and hall buttons are mounted higher than 54" above the floor.	0
How many control panels do not have raised elevator markings and hall buttons.	0

How many elevators do not have audible signals at floor level changes.	0
How many elevators do not have safety stops installed	0
How many elevators do not have communication equipment set up for speech impaired communication	0
ADA Elevator Comments	There is no existing elevator onsite.
How many existing restroom doors are not wide enough to accommodate wheelchair access.	0
How many grab bars need to be installed in accessible stalls at 36" above the floor.	0
How many bathrooms require modification to existing toilet room accessories and mirrors	0
How many existing lavatory faucets need paddle type faucets added	0
How many drain pipes are below lavatory with insulation; protect against contact with hot, sharp, or abrasive surfaces	0
How many pull stations alarms are needed in unisex bathroom	1
ADA Restroom Comments	There is a handicapped restroom in the lobby on the first floor of the facility. There is no elevator in the building for handicapped visitors to access other floors. However, none of the other bathrooms are ADA compliant.

Fire Protection	
Does the facility have a fire sprinkler system	No
Does the facility have wall mounted fire extinguishers	Yes
. Comments	Last inspected May 2013. Last inspected June 2011 in the Scooter Shed.
Does the kitchen and cooking area have hood vent mounted fire suppression systems	No
Does combustion equipment have dedicated fire sprinkler system e.g. boilers, hot water heater	No

Are current fire protection system inspections up to date and onsite	Yes
A record of Fire Inspection by the local or state Fire Officer is maintained	Yes
Exit signs are clearly visible and pointing in the correct direction	Yes
Does the facility have monitored fire alarm system	Yes
Is the fire alarm control panel solid-state, modular design type, incorporating the following standard features: lamp test, red alarm and amber LEDs per zone, positive and negative ground fault indicators , power ON indicator, two (2) auxiliary form C alarm contacts with disconnect switches and lights, one (1) auxiliary form C trouble contact, regulated 24Vdc four-wire smoke detector power supply, and remote reset connection	Yes
Is the power supply to the fire alarm control panel from an individual circuit	Yes
Does the activation of any initiating device including but not limited to manual pull stations, smoke detectors, heat detectors and flow switches shall cause all signals to sound continuously until manually reset; flash all visual alarm indicator lights; illuminate respective zone indicator lamps in the control panel; illuminate respective zone indicator lamps in the graphic display on the door of the control panel; and illuminate respective zone indicator lamps in the remote annunciator	Yes
. Comments	Last tested in 2013.
Are the audible and visual devices such as combination horn/strobe indicating type wired to separate zones so that audible devices correctly provide code three temporal output and visual devices correctly provide ADA compliant strobe effect	Yes
Is the fire alarm wiring enclosed in ¾" metal conduit raceway to the manufacturer's instructions	Yes

Is there a smoke detector directly above the fire alarm control panel	No
. Comments	There is a smoke detector in the same room, but a good distance away from the panel.
Are there smoke detectors within 5'-0" on each side of the fire doors?	No
. Comments	There are a limited number of smoke detectors in the building. Each electrical and telephone room has a smoke detector, as well as the custodial rooms. Smoke detectors also exist in the cell block and men's and women's locker rooms.
Are there duct-type smoke detectors on the supply side of HVAC units rated greater than 2000 cfm but less than 15,000 cfm	No
Are there duct-type smoke detectors on both the supply side and return side of the HVAC units rated 15,000 cfm or more	No
Are there duct-type smoke detectors at all smoke damper locations within the HVAC system ductwork? Is there additional wiring to close the damper and turn off the associated HVAC unit	No

Green Roof Feasibility	
Asset	Z1010.4 Consider: Green Roof Investments
Quantity	1
Unit Cost	\$0.00
Total Cost	\$0.00
Is the roof a sloped system	No
Is the roof less than 5 years in age	No
Does the roof have significant amounts of penetration and equipment	Yes
Will structural modification need to be made to support a green roof	No

Comments	The roof of this facility is an old helipad and could support a green roof.
-----------------	---

Hazardous Materials	
Does the facility have a current AHERA Asbestos Inspection on File	No
Does the facility currently have a Asbestos Containing material OM plan in place	No
Has the facility been tested for Lead Paint	No
Does the facility have a Lead containing paint OM plan in place	No
Has the facility been tested for Lead in Water	No
Does the facility have a Lead in water OM plan in place	No
Does the facility have a UST	Yes
Does the tank have a leak detection system	No
Does the facility have a AST	Yes
Does the AST have a leak containment system	No
Are transformers PCB free	Yes
Is there any known PCB containing equipment onsite	No

LEED		
SS.C1	Is the Building LEED Certified Design and Construction	No
	If No, level of effort to achieve	Hard
SS.C2	Does the facility have a Building Exterior and Hardscape Management Plan	No
	If No, level of effort to achieve	Hard
SS.C3	Does the facility have an Integrated Pest Management, Erosion Control, and Landscape Management Plan	Yes
SS.C4	Does the facility provide car pooling or Alternative Commuting Transportation options or incentives	No

SS.C5	If No, level of effort to achieve	Easy
	Does the way the site is developed Protect or Restore Open Habitat	No
SS.C6	If No, level of effort to achieve	Not Feasible
	Does the facility have retention ponds rain gardens to control the quantity of Storm water	No
SS.C7.1	If No, level of effort to achieve	Hard
	Does the facility have non asphalt / macadam based paving such as light colored pavers or concrete	Yes
SS.C7.2	Does the facility have a cool roof (white or light color roof surface)	Yes
SS.C8	Are measures installed preventing operable exterior lighting from encroaching on adjacent properties	No
WE.P1	If No, level of effort to achieve	Easy
	The facility has a Minimum Indoor Plumbing Fixture and Fitting Efficiency policy	No
WE.C1	If No, level of effort to achieve	Hard
	Does the facility have a water meter for the whole building	Yes
WE.C2	Does the facility have sub meters for boiler wtr, cooling tower wtr, irrigation wtr, fire sprinkler	No
	If No, level of effort to achieve	Hard
	Are all of the plumbing fixtures at the facility non-water saving devices	Yes
	Are some of the plumbing fixture at the facility are non-water saving devices (10-25%)	Yes
	Are all of the plumbing fixture at the facility water saving devices (100%)	No
WE.C3	If No, level of effort to achieve	Hard
	Does the Building use native planting that does not require irrigation	Yes

WE.C4	Does the Building have an irrigation system with a rain gauge and time system	No
	If No, level of effort to achieve	Hard
	Does the Building hand water on an as needed basis	No
	If No, level of effort to achieve	Easy
	Does the Cooling Tower utilize a Chemical Management System	No
	If No, level of effort to achieve	Hard
	Does the Cooling Tower utilize a Non-Potable Water Source (not public drinking water system)	No
	If No, level of effort to achieve	Hard
	Does the Building have an Energy Efficiency Best Management Practices policy	No
	If No, level of effort to achieve	Hard
	Has an energy audit been performed and were E.C.M.s implemented to achieve Min Energy Eff Performance	No
	If No, level of effort to achieve	Hard
EA.P3	Does the Building have a Fundamental Refrigerant Management program	No
	If No, level of effort to achieve	Hard
EA.C1	Is it feasible for the facility to achieve an EnergyStar rating of 71 or higher	No
	If No, level of effort to achieve	Not Feasible
EA.C2.1	Have building lighting and HVAC systems been Investigated and Analyzed for retro Commissioning	No
	If No, level of effort to achieve	Hard
EA.C2.2	Has the Building performed retro Commissioning of the building lighting and HVAC systems	No
	If No, level of effort to achieve	Hard

EA.C2.3	Is the Building performing ongoing Commissioning of the building lighting and HVAC systems	No
	If No, level of effort to achieve	Hard
EA.C3.1	Does the Building have a HVAC or Lighting — Building Automation System	Yes
EA.C3.2	Are the HVAC and lighting systems individually metered at 40%	No
	If No, level of effort to achieve	Hard
	Are the HVAC and lighting systems individually metered at 80%	No
	If No, level of effort to achieve	Hard
EA.C4	Does the Building use on-site or off-site renewable energy	No
	If No, level of effort to achieve	Hard
EA.C5	Does the Building have an Enhanced Refrigerant Management	No
	If No, level of effort to achieve	Hard
EA.C6	Does the Building have an Emissions Reduction Reporting program	No
	If No, level of effort to achieve	Hard
MR.P1	Does the Building have a Sustainable Purchasing Policy	No
	If No, level of effort to achieve	Easy
MR.P2	Does the Building have a Solid Waste Management Policy	No
	If No, level of effort to achieve	Easy
MR.C1	Does the Building have a Sustainable Purchasing program for Ongoing Consumables	No
	If No, level of effort to achieve	Easy
MR.C2.1	Is a Sustainable Purchasing policy used for purchasing at least 40% of Electric-Powered Equipment	No

MR.C2.2	If No, level of effort to achieve	Hard
	Is a Sustainable Purchasing policy used for purchasing at least 40% of Furniture	No
MR.C3	If No, level of effort to achieve	Hard
	Is a Sustainable Purchasing policy used when making Facility Alterations and Additions	No
MR.C4	If No, level of effort to achieve	Hard
	Is a Sustainable Purchasing policy used to reduce Mercury content in Lamps purchased	No
MR.C5	If No, level of effort to achieve	Easy
	Is a Sustainable Purchasing policy used when making Food purchases at the Building	No
MR.C6	If No, level of effort to achieve	Easy
	Has the Building performed a Waste Stream Audit	No
MR.C7	If No, level of effort to achieve	Easy
	Has the Building implemented a policy to reduce the quantity Ongoing Consumables going into landfills	Yes
MR.C8	Has the Building implemented a policy to reduce the quantity durable goods (furniture, equipment) going into landfills	No
	If No, level of effort to achieve	Hard
MR.C9	Does the Building recycle building materials during construction which prevents material going to landfill	No
	If No, level of effort to achieve	Hard
IEQ.P1	Has the Building performed a Minimum Indoor Air Quality (IAQ) Performance evaluation of the facility	No
	If No, level of effort to achieve	Easy
IEQ.P2	Is the facility and surrounding area smoke free - Environmental Tobacco Smoke (ETS) Control	No
	If No, level of effort to achieve	Easy

IEQ.P3	Does the Building have a Green Cleaning Policy	No
	If No, level of effort to achieve	Easy
IEQ.C1.1	Does the Building have an Indoor Air Quality Management Program	No
	If No, level of effort to achieve	Hard
IEQ.C1.2	Does the Building have Outdoor Air Delivery Monitoring	No
	If No, level of effort to achieve	Hard
IEQ.C1.3	Has the Building modified the HVAC systems to allow Increased Ventilation	No
	If No, level of effort to achieve	Hard
IEQ.C1.4	Does the Building have a plan to Reduce Particulates in Air Distribution	No
	If No, level of effort to achieve	Hard
IEQ.C1.5	Does the Building have a policy to enhance IAQ performance during Facility Alterations and Additions	No
	If No, level of effort to achieve	Hard
IEQ.C2.1	Has the Building performed an Occupant Survey for IAQ	No
	If No, level of effort to achieve	Easy
IEQ.C2.2	Does the Building allow for the Controllability of Systems—Lighting by occupants	Yes
IEQ.C2.3	Does the Building allow for the Occupant Comfort—Thermal Comfort Monitoring	No
	If No, level of effort to achieve	Easy
IEQ.C2.4	Does the Building take advantage of Daylight and Views for tenant comfort	No
	If No, level of effort to achieve	Not Feasible
IEQ.C3.1	Does the Building have a High Performance Cleaning Program	No
	If No, level of effort to achieve	Hard

IEQ.C3.2	Does the Building have a Custodial Effectiveness Assessment	No
	If No, level of effort to achieve	Easy
IEQ.C3.3	Does the Building Purchase Sustainable Cleaning Products and Materials	No
	If No, level of effort to achieve	Easy
IEQ.C3.4	Does the Building use Sustainable Cleaning Equipment	No
	If No, level of effort to achieve	Hard
IEQ.C3.5	Does the Building have Indoor Chemical and Pollutant Source Control	No
	If No, level of effort to achieve	Hard
IEQ.C3.6	Does the Building have an Indoor Integrated Pest Management	Yes
IO.C1.1	Does the Building have an Innovation in Operations program	No
	If No, level of effort to achieve	Hard
IO.C2	Does the Building have a LEED Accredited Professional on staff	No
	If No, level of effort to achieve	Hard
IO.C3	Is the Building Documenting Sustainable Building Cost Impacts	No
	If No, level of effort to achieve	Easy

Safety Security

Do all areas of the Building, including bathrooms, hallways, and offices, have the ability to receive an announcement via the P.A. System	No
. Comments	A P.A. System is installed onsite, but is no longer functional.
Do all areas of the Building have the ability to privately call the main office or for emergency	Yes
Does the general office, principal's office, assistant principal's office have CCTV receptacles	Yes

Is there an automated notification system to lockdown the building envelope	No
Does the facility have a monitored burglar alarm system	No
Are all classrooms and all other rooms that are grade-accessible will be equipped with motion detector	No
Are all general corridor or lobby areas plus rooms with specific vulnerability equipped with motion detectors?	Yes
. Comments	Motion detectors only exist in a limited number of offices.
Is the main office and one or more additional locations(s) accessed by designated staff equipped with IDS arm/disarm keypads	No
Are alarm monitoring and response performed by DCPS via their existing central alarm monitoring facility via either dial-up telephone lines or LAN/WAN	No
Is there a video surveillance system that provides general surveillance of the site, common areas and building entry and exit points	Yes
Does the facility have monitored video surveillance system at the interior	Yes
. Comments	Interior video surveillance exists in common areas and specific vulnerable points.
Does the facility have monitored video surveillance system at the exterior	Yes
. Comments	There is a video outage on the front, right exterior camera.
Does the facility have exterior door hardware that allows controlled access to the building?	Yes
Does the facility have exterior card access readers that allow controlled access to the building?	Yes
Does the facility have allow occupants a quick, unimpeded egress from the building?	Yes
. Comments	In parts of the basement, the path of egress is limited.
Does the facility have interior door hardware that allows controlled access to classrooms?	Yes

Does the facility have interior card access readers that allow controlled access within the building?	Yes
. Comments	Most of the interior card access readers that we encountered were disengaged. A key code mechanism is present on both the Detective's Office and the VMO Office.
Does the facility have Magnetometers that monitor for the entry of &quot;unwanted items&quot; into the building?	Yes
Does the facility have equipment that allows announcements to be made during large gatherings?	No

Appendix D:

Routine and Predictive Maintenance Actions

Benchmark Routine and Predictive Maintenance Actions

Uniformat Level 3 Code	Uniformat Level 3 Description	Description	Units	Trade	iPlan Plan Type
A1020	Special Foundations	Inspect Special Foundations	Sq Ft	Contract Cement Masons	Predictive Maint Test Inspec
B1010	Floor Construction	Refinish Floor Construction	Sq Ft	Contract Painter	Routine Maint Minor Repairs
B1010	Floor Construction	Repair Floor Construction	Sq Ft	Contract Carpenter	Routine Maint Minor Repairs
B2010	Exterior Walls	Refinish Exterior Walls	Sq Ft	Contract Painter	Routine Maint Minor Repairs
B2020	Exterior Windows	Repair Exterior Windows	Sq Ft	Contract Carpenter	Routine Maint Minor Repairs
B2020	Exterior Windows	Refinish Exterior Windows	Each	Contract Painter	Routine Maint Minor Repairs
B2030	Exterior Doors	Maintain Exterior Doors	Each	Staff Gen Maint Worker	Routine Maint Minor Repairs
B2030	Exterior Doors	Refinish Exterior Doors	Each	Contract Painter	Routine Maint Minor Repairs
B2030	Exterior Doors	Replace Exterior Doors	Each	Contract Maint Worker	Routine Maint Minor Repairs
B3020	Roof Openings	Maintain Roof Openings	Each	Staff Carpenter	Routine Maint Minor Repairs
B3020	Roof Openings	Repair Roof Openings	Each	Contract Carpenter	Routine Maint Minor Repairs
B3010	Roof Coverings	Maintain Roof Coverings	Sq Ft	Staff Gen Maint Worker	Routine Maint Minor Repairs
B3010	Roof Coverings	Replace Roof Coverings	Sq Ft	Contract Roofer	Routine Maint Minor Repairs
B3010	Roof Coverings	Inspect Roof Coverings	Sq Ft	Contract Roofer	Predictive Maint Test Inspec
C1010	Partitions	Refinish Partitions	Each	Contract Painter	Routine Maint Minor Repairs
C1020	Interior Doors	Maintain Interior Doors	Each	Staff Gen Maint Worker	Routine Maint Minor Repairs
C1020	Interior Doors	Replace Interior Doors	Each	Contract Maint Worker	Routine Maint Minor Repairs
C1030	Fittings	Refinish Fittings	Ln Ft	Contract Painter	Routine Maint Minor Repairs
C2010	Stair Construction	Refinish Stair Construction	Sq Ft	Contract Painter	Routine Maint Minor Repairs
C2010	Stair Construction	Repair Stair Construction	Sq Ft	Contract Carpenter	Routine Maint Minor Repairs
C3010	Wall Finishes	Refinish Wall Finishes	Sq Ft	Contract Painter	Routine Maint Minor Repairs
C3010	Wall Finishes	Repair Wall Finishes	Sq Ft	Contract Carpenter	Routine Maint Minor Repairs
C3010	Wall Finishes	Clean Wall Finishes	Sq Ft	Staff Painter	Routine Maint Minor Repairs
C3020	Floor Finishes	Repair Floor Finishes	Sq Ft	Contract Carpet Layer	Routine Maint Minor Repairs
C3020	Floor Finishes	Refinish Floor Finishes	Sq Ft	Contract Painter	Routine Maint Minor Repairs
C3030	Ceiling Finishes	Repair Ceiling Finishes	Sq Ft	Contract Carpenter	Routine Maint Minor Repairs

C3030	Ceiling Finishes	Refinish	Sq Ft	Contract Painter
D1010	Elevators and Lifts	Maintain	Each	Contract Elev Mechanic
D1020	Escalators & Moving Walks	Maintain	Each	Contract Elev Mechanic
D1090	Other Conveying Systems	Maintain	Each	Staff Gen Maint Worker
D2010	Plumbing Fixtures	Repair P	Each	Staff Plumber
D2010	Plumbing Fixtures	Replace	Each	Staff Plumber
D2010	Plumbing Fixtures	Reseal P	Each	Staff Plumber
D2020	Domestic Water Distribution	Lubricat	Each	Staff Plumber
D2020	Domestic Water Distribution	Inspect I	Each	Staff Plumber
D2020	Domestic Water Distribution	Overhaul	Each	Staff Plumber
D2020	Domestic Water Distribution	Repack I	Each	Contract Plumber
D2020	Domestic Water Distribution	Clean Dc	Each	Staff Plumber
D2020	Domestic Water Distribution	Drain Dc	Each	Contract Plumber
D2020	Domestic Water Distribution	Check D	Each	Staff Plumber
D2030	Sanitary Waste	Maintain	Each	Staff Plumber
D2030	Sanitary Waste	Replace	K Ln Ft	Contract Plumber
D2040	Rain Water Drainage	Replace	K Ln Ft	Contract Plumber
D2040	Rain Water Drainage	Maintain	Each	Staff Plumber
D2040	Rain Water Drainage	Repair R	Each	Contract Plumber
D2040	Rain Water Drainage	Overhaul	Each	Staff Plumber
D2090	Other Plumbing Systems	Check O	Each	Staff Plumber
D2090	Other Plumbing Systems	Repair C	Each	Contract Plumber
D3010	Energy Supply	Maintain	Each	Staff HVAC Technician
D3010	Energy Supply	Repair E	Each	Contract HVAC Technician
D3020	Heat Generating Systems	Maintain	Each	Staff HVAC Technician
D3020	Heat Generating Systems	Lubricat	Each	Staff HVAC Technician
D3020	Heat Generating Systems	Repair H	Each	Contract HVAC Technician
D3020	Heat Generating Systems	Inspect I	Each	Staff HVAC Technician
D3020	Heat Generating Systems	Clean H	Each	Staff HVAC Technician
D3030	Cooling Generating Systems	Maintain	Each	Staff HVAC Technician
D3030	Cooling Generating Systems	Lubricat	Each	Staff HVAC Technician
D3030	Cooling Generating Systems	Inspect I	Each	Staff HVAC Technician

D3040	Distribution Systems	Mainta	Each	Staff HVAC Technician
D3040	Distribution Systems	Repair I	Each	Contract HVAC Technician
D3050	Terminal & Package Units	Mainta	Each	Staff HVAC Technician
D3050	Terminal & Package Units	Repair	Each	Contract HVAC Technician
D3060	Controls & Instrumentation	Mainta	Each	Staff HVAC Technician
D3060	Controls & Instrumentation	Inspect	Each	Staff HVAC Technician
D3060	Controls & Instrumentation	Repair C	Each	Contract HVAC Technician
D4010	Sprinklers	Overha	Each	Staff Plumber
D4010	Sprinklers	Test Sp	Each	Staff Plumber
D4010	Sprinklers	Inspect	Each	Staff Electrician
D4010	Sprinklers	Repair I	Each	Contract Electrician
D4030	Fire Protection Specialties	Mainta	Each	Staff Gen Maint Worker
D4030	Fire Protection Specialties	Repair I	Each	Contract Carpenter
D4030	Fire Protection Specialties	Inspect	Each	Staff Gen Maint Worker
D4030	Fire Protection Specialties	Refinish	Each	Contract Painter
D5010	Electrical Serv & Dist	Mainta	Each	Staff Electrician
D5010	Electrical Serv & Dist	Repair I	Each	Contract Electrician
D5010	Electrical Serv & Dist	Mainta	Each	Staff Electrician
D5020	Lighting & Branch Wiring	Mainta	Each	Staff Electrician
D5020	Lighting & Branch Wiring	Inspect	Each	Staff Electrician
D5020	Lighting & Branch Wiring	Repair I	Each	Contract Electrician
D5020	Lighting & Branch Wiring	Clean L	Each	Staff Electrician
D5030	Communications & Security	Mainta	Each	Staff Electrician
D5030	Communications & Security	Check C	Each	Staff Electrician
D5030	Communications & Security	Repair C	Each	Contract Electrician
D5030	Communications & Security	Inspect	Each	Staff Electrician
D5090	Other Electrical Systems	Clean C	Each	Staff Electrician
D5090	Other Electrical Systems	Mainta	Each	Staff Electrician
D5090	Other Electrical Systems	Test Ot	Each	Staff Electrician
E1010	Commercial Equipment	Mainta	Each	Staff Electrician
E1020	Institutional Equipment	Test Ins	Each	Staff Plumber
E1020	Institutional Equipment	Mainta	Each	Staff Plumber

E1020	Institutional Equipment	Resolder Institutional Equipment	K Ln Ft	Contract Plumber	Routine Maint Minor Repairs
E1020	Institutional Equipment	Re-tape Institutional Equipment	K Ln Ft	Staff Plumber	Routine Maint Minor Repairs
F1010	Special Structures	Refinish Special Structures	Each	Contract Painter	Routine Maint Minor Repairs
F1040	Special Facilities	Lubricate Special Facilities	Each	Staff Plumber	Routine Maint Minor Repairs
F1040	Special Facilities	Check Special Facilities	Each	Staff Plumber	Predictive Maint Test Inspec
F1040	Special Facilities	Repair Special Facilities	Each	Contract Carpenter	Routine Maint Minor Repairs
G2010	Roadways	Patch Roadways	Sq Ft	Staff Road Worker	Routine Maint Minor Repairs
G2010	Roadways	Resurface Roadways	Sq Ft	Contract Road Worker	Routine Maint Minor Repairs
G2020	Parking Lots	Patch Parking Lots	Sq Ft	Staff Road Worker	Routine Maint Minor Repairs
G2020	Parking Lots	Inspect Parking Lots	Each	Staff Electrician	Predictive Maint Test Inspec
G2020	Parking Lots	Paint Parking Lots	Each	Contract Painter	Routine Maint Minor Repairs
G2040	Site Development	Maintain Site Development	Each	Staff Gen Maint Worker	Routine Maint Minor Repairs
G2040	Site Development	Replace Site Development	Each	Contract Electrician	Routine Maint Minor Repairs
G2040	Site Development	Maintain Site Development	Each	Staff Gen Maint Worker	Routine Maint Minor Repairs
G2040	Site Development	Replace Site Development	Each	Contract Electrician	Routine Maint Minor Repairs
G3010	Water Supply	Inspect Water Supply	Each	Staff Plumber	Predictive Maint Test Inspec
G3010	Water Supply	Resolder Water Supply	Ln Ft	Contract Plumber	Routine Maint Minor Repairs
G3010	Water Supply	Lubricate Water Supply	Each	Staff Plumber	Routine Maint Minor Repairs
G3010	Water Supply	Maintain Water Supply	Each	Staff Plumber	Routine Maint Minor Repairs
G3060	Fuel Distribution	Resolder Fuel Distribution	Ln Ft	Contract HVAC Technician	Routine Maint Minor Repairs
G4020	Site Lighting	Replace Site Lighting	Each	Contract Electrician	Routine Maint Minor Repairs

2	MPD 2nd District Headquarters Renovations 3320 Idaho Ave, NW, Washington, DC											
	Direct Work											
	MATERIAL & EQUIPMENT											
	N/A	LS	1			LS				\$0.00	\$0.00	
		LS	1			EA				\$0.00	\$0.00	
		LS	1			LS				\$0.00	\$0.00	
		LS	1			LS				\$0.00	\$0.00	
		LS	1			SF				\$0.00	\$0.00	
		LS	1			SF				\$0.00	\$0.00	
		LS	5			EA				\$0.00	\$0.00	
	N/A									Direct Subtotal	\$0.00	
										GC 10% OH&P	\$0.00	
										Sub. Subtotal	\$0.00	
										Sub. 10% OH&P	\$0.00	
									GC 5% OH&P	\$0.00		
									Subtotal	\$0.00		
									GC 2% Bond	\$0.00		
									Total	\$0		

Attachment A

SECTION B

SCOPE OF WORK

B.1 Title I Services

Title I Services shall include POR, Schematic, Design Development, and Construction Documents, as further explained in the attached Scope of Work. The A/E shall be responsible for conducting necessary and adequate site visits to conduct feasibility analysis, site development, programmatic test fit and cost estimating services, field surveys, assessments, and evaluations as required to prepare all necessary construction documents.

B.1.1 Scope of Work.

MPD's goal is to receive a design of this facility that upgrades the existing systems so that they function properly for the intended use. The renovations will allow MPD to efficiently meet its existing and future needs.

The A/E shall provide the design services in the six phases: (i) Program of Requirements ("POR"); (ii) Schematic Design; (iii) Design Development; (iv) Construction Documents and Project Specifications; (v) Bid Phase; and (vi) Construction Administration. The detailed Scope of Work is attached as Attachment A1.

B.1.2 Deliverables.

The A/E shall prepare and submit the following deliverables for this phase of the work:

B.1.2.1 Program of Requirements Deliverables:

- a. Programming Questionnaires (Task 1)
- b. Preliminary Space Needs Program (Task 1)
- c. Programming Report, delivered electronically via PDF including (Task 1):
 - Project Overview / Executive Summary
 - Basis for Design (Interview Documentation)
 - Space Needs Program (Spreadsheet)
 - Operational Analysis
 - Bubble Diagrams
- d. Preliminary Design Criteria (Task 2)

B.1.2.2 Design Development Phase Deliverables:

- a. Preliminary Evaluation
- b. Preliminary Design

- c. Existing Conditions Report
- d. Site survey
- e. Hazardous Material Report
- f. MEP Assessment
- g. Project Program
- h. Code and Regulatory Report
- i. DC Green Building Act/LEED SILVER V4 Report
- j. Summary of Options
- k. Budget Review
- l. Other items as required in the Scope of Work
- m. Construction Cost Estimate

B.1.2.3 Construction Documents Phase Deliverables:

- a. Construction Document Drawings
- b. Topographic survey (if add alternate used)
- c. Architectural - marked-up DGS review comments from previous submission
- d. Civil – marked-up DGS review comments from previous submission
- e. Structural computerized analyses and marked-up DGS review comments from previous submission
- f. Electrical computerized analyses, catalogue cuts and marked-up DGS review comments from previous submission
- g. Mechanical computerized analyses, equipment schedules, catalogue cuts and marked-up DGS review comments from previous submission
- h. Plumbing computerized load analyses, sizing calculations and marked- up DGS review comments from previous submission
- i. Final Specifications
- j. Miscellaneous Reports (elevators, transportation, etc.)
- k. Construction Cost Estimate
- l. Other items as required in the Scope of Work

B.1.3 Title I Services are deemed complete when the A/E obtains the required building permits. The A/E shall be held financially responsible for all errors and omissions resulting in a deficient design or changes including funds spent by the District to correct the documents and complete construction.

B.2 Title II Services – Construction Administration Services

B.2.1 The A/E shall provide at a minimum the following services during the construction Phase:

- a. Produce electronic documents to be distributed to bidders.
- b. Attend one pre-proposal conference and lead one site walk-through.
- c. Respond to questions from bidders.
- d. Facilitate Pre-Construction meeting and conduct regular bi-weekly construction progress meetings.
- e. Provide Construction Administration services:
 - i. Review, log and approve submittals, shop drawings, Request for Information, etc. Maintain submittal log.
 - ii. Coordinate with Project Manager on all Requests for Change Proposals, Change Orders, etc., including maintaining a log of all such documents.
 - iii. Provide direction for questions and concerns from the contractor and Project Manager in resolution of problems.
- f. Provide Field Services for entire construction period:
 - i. Designer's Construction Administrator to conduct bi-weekly site visits, including observation of demolition, installation of finishes, etc.
 - ii. Provide site visit report to Project Manager bi-weekly.
- g. Conduct Substantial Completion Inspection, coordinate with Project Manager to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

B.3 Project Close-Out

B.3.1 Provide support services as needed during the project close out process.

B.3.2 Obtain and review all project close-out documents as submitted by the Contractors for completeness before transmitting to the DGS. Close-out documents shall include but are not limited to:

- a. Contractor's red lines and as-built notes
- b. Warranty information
- c. Operating and Maintenance Manuals
- d. As-Built record drawings (in digital format, both CAD and PDF)

B.4 General Requirements

The work under this contract shall be performed and documented in a professional manner.

B.4.1 The A/E shall coordinate all work through the Project Manager including but not limited to all site surveys and other field investigations germane to the work.

B.4.2 The A/E shall check all drawings and specifications for accuracy and detailed coordination. At the 100% submission, the A/E shall meet with all the appropriate regulatory agencies to discuss and review the drawings with them for compliance, if required. Upon complying with the aforementioned requirements, the A/E shall submit the final documents for peer review by DGS.

B.4.3 A/E shall apply for and obtain a building permit from DCRA prior to releasing the Final documents for bids. All costs associated with the work of obtaining the permit shall be included in this proposal. The actual cost of the permit is not to be included your proposal. The District may require the A/E to pay the actual cost of the permit and the District will reimburse the same upon submitting the paid invoice.

B.4.4 A/E shall validate and submit to DGS the general contractor's final as-built drawings both in hard copies and soft copies. The soft copies shall be in pdf and AutoCAD format. District shall reserve the right to re-use the AutoCAD format drawing submitted. Two (2) CD copies each of pdf and AutoCAD submittals shall be submitted to DGS. Two (2) hard copies shall also be submitted.

B.4.5 The A/E may be held financially responsible for all errors and omissions resulting in a deficient design or changes including funds spent by the District to correct the documents or redesign and complete construction exercise.

B.4.6 The District will provide the A/E access to the DGS Project Teams Project Management software. The A/E shall be responsible for using Project Teams to execute selected contract document requirements in coordination with DGS PM to include communication with the general contractor during the construction phase.

B.5 Meeting Minutes

The A/E shall be responsible for acting as recorder for all meetings with the Government Agencies that he attends. The minutes shall clearly indicate the meeting number and date, numbering of each issue discussed, including description of the issue, who is responsible to address, by what date, and date completed. Minutes shall also record all open items, and will note the schedule of the contract, how far through the contract we are (including how far over schedule, if applicable), the financial status of the contract, and payments and a list of open Change Orders and Requests for Information. Memorandum for the Record of such meetings shall be typewritten and submitted to the Project Manager within five (5) calendar days from the date of the meeting, for review and approval and for such distribution as may be required. A/E compensation for performing these services shall be included as part of the Title I and Title II Services, as applicable.

B.6 Key Personnel

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) Project Designer; (iv) Civil Engineer (v) MEP Engineer; and (vi) Structural Engineer. The A/E will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. The key personnel specified in the contract are considered to be essential to the work being performed. Prior to diverting any of the specified key personnel for any reason, the A/E shall notify the Contracting Officer (“CO”) at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The A/E shall obtain written approval of the CO for any proposed substitution of key personnel.

B.7 Licensing, Accreditation and Registration

The A/E and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

B.8 Conformance with Laws

It shall be the responsibility of the A/E to perform under the Contract in conformance with the Department’s Procurement Regulations and all applicable District and federal statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.8.1 Service Contract Act

The A/E agrees that the work performed under the proposed Contract shall be subject to the Service Contract Act Wage Determination in effect on the date the contract is executed and such wages are incorporated as Attachment B. Service Contract Wage Schedules are available at www.wdol.gov.

B.8.2 First Source Employment Agreement and Employment Plan

The A/E shall ensure that at least fifty-one percent (51%) of each firm and every subconsultant’s and subcontractor’s employees hired after the effective date of the Contract, or after such subconsultant or subcontractor enters into a contract with the A/E, to work on the Project shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade. In addition, the A/E shall use commercially reasonable best efforts to comply with the workforce percentage goals established by the recently adopted amendments to the First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 et seq.) and any implementing regulations.

B.8.3 Living Wage Act

In addition to the requirements set forth in the First Source Employment Agreement, the A/E shall comply with all applicable provisions of the Living Wage Act of 2006, Attachment J, as amended (codified at D.C. Official Code §§ 2-220.01 et seq.) and its implementing regulations.

B.8.4 Equal Employment Opportunity (“EEO”)

The A/E shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs. In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment H. A contract award cannot be made to any contractor that has not satisfied the equal employment requirements.

B.9 Standard Contract Provisions

The Department of General Services Standard Contract Provisions for Architectural and Engineering Contracts Attachment G are applicable to this procurement.

B.10 Time is of the Essence and Substantial Completion Date

Time is of the essence with respect to the proposed Contract. Title I services shall be completed by 225 days from NTP or the date of execution of this Contract. The Title II services shall continue until the construction project achieves Substantial Completion (“Substantial Completion Date”) by the General Contractor.

Attachment B

[DATE]

District of Columbia Department of General Services
2000 14th Street, NW
Washington, D.C. 20009

Attention: Pamela Ford Dickerson
Contracting Officer

Reference: Request for Proposals (RFP) – DCAM-21-AE-0012
Metropolitan Police Department (MPD) 2nd District Headquarters AE RFP

Dear Ms. Dickerson:

On behalf of [INSERT NAME] (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 Services for MPD 2nd District Headquarters AE RFP project. 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 the Offeror’s Bid in response to the RFP. The Offeror’s proposal, and the Maximum Cost of General Conditions (as defined in Section 2.11 of the RFP) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, and the Maximum Cost of General Conditions are referred to as the “Offeror’s Bid.”).

The Offeror’s Bid is as follows:

A. Preconstruction Fee:	\$ _____
B. Design Fee:	\$ _____
C. Design-Build Fee:	\$ _____
D. Owners Allowance	\$ 10,000.00

The Offeror acknowledges and understands that Design Fee/Budget is a firm, fixed price and other than as permitted in the Form of Contract will not be subject to further adjustment.

- D. The estimated cost of the Offeror’s general conditions (the “Maximum Cost of General Conditions”) is set forth below. The Maximum Cost of General Conditions consists of the following elements:

Cost of construction staff (only field staff are reimbursable)	\$ _____
Fringe Benefits associated with field staff costs	\$ _____
Payroll taxes and payroll insurance associated with field staff costs	\$ _____
Staff costs associated with obtaining permits and approvals	\$ _____
Out-of-house consultants	\$ _____
Travel, Living and Relocation expenses	\$ _____
Job vehicles	\$ _____
Field office for Design-Builder including but not limited to:	\$ _____
• Trailer purchase and/or rental	
• Field office installation, relocation and removal	
• Utility connections and charges during the Construction phase	
• Furniture	
• Field offices for the Office and Program Manager	
• Office supplies	
Office equipment including but not limited to:	\$ _____
• Computer hardware and software	
• Fax machines	
• Copy machines	
• Telephone installation, system and uses charges	
• Job radios	
Local delivery and overnight delivery costs	\$ _____
Field computer network	\$ _____
First aid facility	\$ _____
Progress photos	\$ _____
Printing cost for drawings, bid packages, etc.	\$ _____
BIM Cost (software, seats, hardware)	\$ _____
Other (please itemize)	\$ _____
 Total Maximum Cost of General Conditions	 \$ _____

The Offeror acknowledges and understands that the Maximum Cost of General Conditions will be incorporated into the contract and that the Offeror will not be permitted to exceed the Maximum Cost of General Conditions unless it first obtains the written approval of the Department.

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 and twenty (120) days after the date of the bid.
3. 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.
4. 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.]**

5. 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 sub-consultant 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 Enterprise (collectively, “LSDBE Certified Companies”) from participating in the work if another company is awarded the contract.

6. This bid form and the Offeror’s Bid are being submitted on behalf of

Sincerely,

By: _____
Name: _____
Title: _____

Attachment C

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director		Wage Determination No.: 2015-4281 Revision No.: 17 Date Of Last Revision: 12/21/2020
Division of Wage Determinations		

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia Maryland Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert Charles Prince George's

Virginia Counties of Alexandria Arlington Fairfax Falls Church Fauquier Loudoun Manassas Manassas Park Prince William Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.10
01012 - Accounting Clerk II		21.44
01013 - Accounting Clerk III		23.99
01020 - Administrative Assistant		34.70
01035 - Court Reporter		24.02
01041 - Customer Service Representative I		15.13
01042 - Customer Service Representative II		17.01
01043 - Customer Service Representative III		18.56
01051 - Data Entry Operator I		16.64
01052 - Data Entry Operator II		18.16
01060 - Dispatcher Motor Vehicle		20.54
01070 - Document Preparation Clerk		17.75
01090 - Duplicating Machine Operator		17.75
01111 - General Clerk I		15.11
01112 - General Clerk II		16.49
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		18.38
01191 - Order Clerk I		15.29
01192 - Order Clerk II		16.68
01261 - Personnel Assistant (Employment) I		19.09
01262 - Personnel Assistant (Employment) II		21.36
01263 - Personnel Assistant (Employment) III		23.81
01270 - Production Control Clerk		26.18

01290 - Rental Clerk	16.55
01300 - Scheduler Maintenance	18.07
01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	18.36
01410 - Supply Technician	34.70
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.69
01531 - Travel Clerk I	17.63
01532 - Travel Clerk II	19.21
01533 - Travel Clerk III	20.67
01611 - Word Processor I	17.41
01612 - Word Processor II	19.55
01613 - Word Processor III	21.87
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	28.60
05010 - Automotive Electrician	24.50
05040 - Automotive Glass Installer	23.07
05070 - Automotive Worker	23.07
05110 - Mobile Equipment Servicer	19.84
05130 - Motor Equipment Metal Mechanic	25.79
05160 - Motor Equipment Metal Worker	23.07
05190 - Motor Vehicle Mechanic	25.79
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	23.07
05310 - Painter Automotive	24.50
05340 - Radiator Repair Specialist	23.07
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	25.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.36
07041 - Cook I	16.47
07042 - Cook II	19.15
07070 - Dishwasher	12.96
07130 - Food Service Worker	13.07
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	11.81
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.75
11060 - Elevator Operator	14.41
11090 - Gardener	20.42
11122 - Housekeeping Aide	14.41
11150 - Janitor	14.41
11210 - Laborer Grounds Maintenance	15.24
11240 - Maid or Houseman	13.85
11260 - Pruner	13.80
11270 - Tractor Operator	18.68
11330 - Trail Maintenance Worker	15.24
11360 - Window Cleaner	15.91
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.49
12012 - Certified Occupational Therapist Assistant	33.40
12015 - Certified Physical Therapist Assistant	27.29
12020 - Dental Assistant	22.82
12025 - Dental Hygienist	50.57

12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	20.26
12072 - Licensed Practical Nurse II	22.67
12073 - Licensed Practical Nurse III	25.27
12100 - Medical Assistant	18.68
12130 - Medical Laboratory Technician	25.27
12160 - Medical Record Clerk	18.96
12190 - Medical Record Technician	22.67
12195 - Medical Transcriptionist	20.67
12210 - Nuclear Medicine Technologist	41.59
12221 - Nursing Assistant I	12.22
12222 - Nursing Assistant II	13.74
12223 - Nursing Assistant III	14.99
12224 - Nursing Assistant IV	16.83
12235 - Optical Dispenser	25.02
12236 - Optical Technician	21.03
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	19.35
12305 - Radiologic Technologist	35.25
12311 - Registered Nurse I	30.40
12312 - Registered Nurse II	36.78
12313 - Registered Nurse II Specialist	36.78
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III Anesthetist	44.14
12316 - Registered Nurse IV	52.91
12317 - Scheduler (Drug and Alcohol Testing)	28.97
12320 - Substance Abuse Treatment Counselor	27.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.03
13012 - Exhibits Specialist II	28.53
13013 - Exhibits Specialist III	34.90
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	38.84
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	35.07
13058 - Library Technician	21.85
13061 - Media Specialist I	25.31
13062 - Media Specialist II	28.32
13063 - Media Specialist III	31.55
13071 - Photographer I	18.32
13072 - Photographer II	20.79
13073 - Photographer III	26.04
13074 - Photographer IV	31.52
13075 - Photographer V	37.14
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	28.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92

14160 - Personal Computer Support Technician	26.22
14170 - System Support Specialist	38.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	40.88
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	34.72
15085 - Maintenance Test Pilot Fixed Jet/Prop	49.06
15086 - Maintenance Test Pilot Rotary Wing	49.06
15088 - Non-Maintenance Test/Co-Pilot	49.06
15090 - Technical Instructor	30.12
15095 - Technical Instructor/Course Developer	36.85
15110 - Test Proctor	24.32
15120 - Tutor	24.32
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	15.19
16030 - Counter Attendant	15.19
16040 - Dry Cleaner	18.12
16070 - Finisher Flatwork Machine	15.19
16090 - Presser Hand	15.19
16110 - Presser Machine Drycleaning	15.19
16130 - Presser Machine Shirts	15.19
16160 - Presser Machine Wearing Apparel Laundry	15.19
16190 - Sewing Machine Operator	18.88
16220 - Tailor	19.63
16250 - Washer Machine	16.61
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.63
19040 - Tool And Die Maker	33.56
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.25
21030 - Material Coordinator	26.18
21040 - Material Expediter	26.18
21050 - Material Handling Laborer	13.87
21071 - Order Filler	16.60
21080 - Production Line Worker (Food Processing)	20.25
21110 - Shipping Packer	18.13
21130 - Shipping/Receiving Clerk	18.13
21140 - Store Worker I	15.10
21150 - Stock Clerk	19.49
21210 - Tools And Parts Attendant	20.25
21410 - Warehouse Specialist	20.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	40.69
23019 - Aircraft Logs and Records Technician	31.82
23021 - Aircraft Mechanic I	38.64
23022 - Aircraft Mechanic II	40.69
23023 - Aircraft Mechanic III	42.68
23040 - Aircraft Mechanic Helper	27.19
23050 - Aircraft Painter	36.70
23060 - Aircraft Servicer	31.82
23070 - Aircraft Survival Flight Equipment Technician	36.70
23080 - Aircraft Worker	33.84
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.84
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	38.64
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	15.78
23125 - Cable Splicer	34.63
23130 - Carpenter Maintenance	23.60
23140 - Carpet Layer	20.49

23160 - Electrician Maintenance	29.53
23181 - Electronics Technician Maintenance I	30.70
23182 - Electronics Technician Maintenance II	32.60
23183 - Electronics Technician Maintenance III	34.33
23260 - Fabric Worker	24.29
23290 - Fire Alarm System Mechanic	27.91
23310 - Fire Extinguisher Repairer	22.38
23311 - Fuel Distribution System Mechanic	34.34
23312 - Fuel Distribution System Operator	26.42
23370 - General Maintenance Worker	22.64
23380 - Ground Support Equipment Mechanic	38.64
23381 - Ground Support Equipment Servicer	31.82
23382 - Ground Support Equipment Worker	33.84
23391 - Gunsmith I	22.38
23392 - Gunsmith II	26.02
23393 - Gunsmith III	29.09
23410 - Heating Ventilation And Air-Conditioning Mechanic	28.96
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	30.50
23430 - Heavy Equipment Mechanic	28.32
23440 - Heavy Equipment Operator	24.05
23460 - Instrument Mechanic	33.08
23465 - Laboratory/Shelter Mechanic	27.63
23470 - Laborer	14.98
23510 - Locksmith	30.95
23530 - Machinery Maintenance Mechanic	29.39
23550 - Machinist Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	33.08
23592 - Metrology Technician II	34.84
23593 - Metrology Technician III	36.54
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter Maintenance	21.75
23790 - Pipefitter Maintenance	28.47
23810 - Plumber Maintenance	27.04
23820 - Pneudraulic Systems Mechanic	29.09
23850 - Rigger	28.23
23870 - Scale Mechanic	26.02
23890 - Sheet-Metal Worker Maintenance	26.70
23910 - Small Engine Mechanic	20.63
23931 - Telecommunications Mechanic I	33.90
23932 - Telecommunications Mechanic II	35.70
23950 - Telephone Lineman	34.02
23960 - Welder Combination Maintenance	24.34
23965 - Well Driller	25.20
23970 - Woodcraft Worker	29.09
23980 - Woodworker	22.38
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05
24570 - Child Care Attendant	13.96
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	12.99
24620 - Family Readiness And Support Services Coordinator	20.05
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.55
25040 - Sewage Plant Operator	26.77
25070 - Stationary Engineer	33.55
25190 - Ventilation Equipment Tender	23.62
25210 - Water Treatment Plant Operator	26.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83

27007 - Baggage Inspector	17.28
27008 - Corrections Officer	27.86
27010 - Court Security Officer	29.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	27.86
27070 - Firefighter	30.87
27101 - Guard I	17.28
27102 - Guard II	20.57
27131 - Police Officer I	31.63
27132 - Police Officer II	35.14
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.62
28042 - Carnival Equipment Repairer	15.98
28043 - Carnival Worker	10.80
28210 - Gate Attendant/Gate Tender	15.74
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.62
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	18.57
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	33.54
29020 - Hatch Tender	33.54
29030 - Line Handler	33.54
29041 - Stevedore I	31.31
29042 - Stevedore II	35.62
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.95
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.08
30021 - Archeological Technician I	20.86
30022 - Archeological Technician II	23.34
30023 - Archeological Technician III	28.90
30030 - Cartographic Technician	28.90
30040 - Civil Engineering Technician	29.89
30051 - Cryogenic Technician I	32.01
30052 - Cryogenic Technician II	35.36
30061 - Drafter/CAD Operator I	20.86
30062 - Drafter/CAD Operator II	23.34
30063 - Drafter/CAD Operator III	26.01
30064 - Drafter/CAD Operator IV	32.01
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	28.90
30095 - Evidence Control Specialist	28.90
30210 - Laboratory Technician	26.31
30221 - Latent Fingerprint Technician I	34.67
30222 - Latent Fingerprint Technician II	38.29
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	35.36
30390 - Photo-Optics Technician	28.90
30395 - Radiation Control Technician	35.36
30461 - Technical Writer I	27.62
30462 - Technical Writer II	33.80
30463 - Technical Writer III	40.88
30491 - Unexploded Ordnance (UXO) Technician I	28.53

30492 - Unexploded Ordnance (UXO) Technician II	34.51
30493 - Unexploded Ordnance (UXO) Technician III	41.37
30494 - Unexploded (UXO) Safety Escort	28.53
30495 - Unexploded (UXO) Sweep Personnel	28.53
30501 - Weather Forecaster I	32.01
30502 - Weather Forecaster II	38.93
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 26.01
30621 - Weather Observer Senior	(see 2) 28.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.51
31020 - Bus Aide	14.84
31030 - Bus Driver	21.58
31043 - Driver Courier	17.15
31260 - Parking and Lot Attendant	13.81
31290 - Shuttle Bus Driver	18.75
31310 - Taxi Driver	16.10
31361 - Truckdriver Light	18.75
31362 - Truckdriver Medium	20.35
31363 - Truckdriver Heavy	23.11
31364 - Truckdriver Tractor-Trailer	23.11
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.83
99030 - Cashier	11.90
99050 - Desk Clerk	14.00
99095 - Embalmer	34.10
99130 - Flight Follower	28.53
99251 - Laboratory Animal Caretaker I	13.64
99252 - Laboratory Animal Caretaker II	14.91
99260 - Marketing Analyst	35.17
99310 - Mortician	34.10
99410 - Pest Controller	20.07
99510 - Photofinishing Worker	16.34
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.81
99810 - Sales Clerk	12.74
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	28.48
99831 - Surveying Aide	17.70
99832 - Surveying Technician	27.06
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67
99842 - Vending Machine Repairer Helper	15.48

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or

stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the

conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ******Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure

to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

Attachment D

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the Bidder's/Offeree's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the Bidder's/Offeree's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains five (5) sections. Section I concerns the bidder's/offeree's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); Section IV relates to the Walsh-Healey Act; and Section V requires the bidder's/offeree's signature. Please note, a determination that a prospective contract is found to be "not responsible" is final and not appealable.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the Bidder's/Offeree's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the Bidder's/Offeree's business. Part 4 concerns the Bidder's/Offeree's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the Bidder's/Offeree's financial and organizational status. Part 7 requires the Bidder/Offeree to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name:		Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)		Telephone # and ext.:	Fax #:
Email Address:		Website:	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input type="checkbox"/> Corporation (including PC)		Date of Incorporation:	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeree's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeree's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the Bidder/Offeree is required by law to obtain (other than those provided in Subpart 1.2). If the Bidder/Offeree is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			

1.4 If your company, its principals, shareholders, directors, or employees own an interest or have a position in another entity in the same or similar line of business as the Bidder/Officer, please describe the affiliation in detail.	
1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Officer has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail.	
PART 2: INDIVIDUAL RESPONSIBILITY	
<i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/officer with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	
(a) Any business-related activity; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2 above.	
2.7 In the past ten (10) years has the Bidder/Officer had a contract terminated, in whole or in part, for any reason? If so, describe each such termination in detail.	
2.8 In the past ten (10) years has the Bidder/Officer ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.	
PART 3: BUSINESS RESPONSIBILITY	
Within the past five (5) years, has the Bidder/Officer:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award (in whole or in part, for any reason) or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? If so, describe each such occurrence in detail.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
Within the past five (5) years, has the Bidder/Officer:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeree's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the Bidder/Offeree:	
5.1 Had any liens or judgments (not including UCC filings) filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.4 Engaged in any litigation with any government entity? If so, please identify and/or describe all threatened and pending litigation and/or claims, including but not limited to matters pending before any Boards of Contracts Appeals.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the Bidder/Offeree received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeree had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the Bidder/Offeree initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the Bidder/Offeree failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeree failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the Bidder/Offeree failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the Bidder/Offeree failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the Bidder/Offeree failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the Bidder/Offeree failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the Bidder/Offeree owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the Bidder/Offeree been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the Bidder/Offeree identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: CONTRACTOR PROCUREMENT ACTIVITY WITHIN THE DEPARTMENT

7.1 What is your organization's Design Capacity (total labor hours) to conduct or pursue business with the Department of General Services (DGS) in the current fiscal year? Design capacity is calculated by multiplying the total number of company employees dedicated to a particular line of business by no more than 12 hours per day. Person's completing this form may be required to provide supporting documentation to substantiate allocable labor hours presented.

(a) Construction: _____ labor hours

(b) Non-Construction: _____ labor hours

7.2 In the table below, please list:

(1) The active contracts your organization currently holds with the Department of General Services, please include the contract number(s) as a part of your response; and

(2) The number of labor hours your organization has allocated to each active contract within the current fiscal year. (Note, if more entries are required, please list an attached addendum to this document).

	Contract Number	Labor Hours Allocated	

PART 8: RESPONSE UPDATE REQUIREMENT

8.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the Bidder/Offeror shall

(a) Within sixty (60) days of a material change to a response; and

(b) Prior to the exercise of an option year contract.

PART 9: FREEDOM OF INFORMATION ACT (FOIA)

9.1 Indicate whether the Bidder/Offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)

☐ Yes ☐ No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the Bidder/Offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

1.1 The bidder/offeror certifies that no officer or employee of the District of Columbia will benefit from this contract. List the name(s) of any officer or employee of the District of Columbia that may benefit from this contract in section 1.2 below.

1.2 The following officer or employee of the District of Columbia may benefit from this contract.

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The Bidder/Offeror certifies that:

2.1 The signature of the Bidder/Offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

(i) Those prices;

(ii) The intention to submit a bid/proposal; or

(iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the Bidder/Offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the Bidder/Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

<p>2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:</p> <p>(a) Is the person in the Bidder's/Offoror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or</p> <p>(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:</p> <p style="text-align: center;">_____ <i>[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offoror's organization]</i></p> <p>(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and</p> <p>(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.</p> <p>2.3 If the Bidder/Offoror deletes or modifies subparagraph 2.1(b) above, the bidder/offoror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.</p> <p>2.4 The Bidder/Offoror certifies that:</p> <p>(a) there are no other entities related to it that are responding to or bidding on the subject solicitation or invitation to bid. Related entities include, but are not limited to, any entity that shares management positions, board positions, shareholders, or persons with a financial interest in the Bidder/Offoror.</p> <p>(b) there are no current or former owners, partners, officers, directors, principals, managers, employees or any persons with a financial interest in the Bidder/Offoror who have a financial interest in the request for proposal or invitation for bid or any asset, tangible or intangible, arising out of any contract or scope of work related to the request for proposal or invitation for bid.</p> <p>With regards to 2.4 (b), if the Bidder/Offoror has knowledge of such a financial interest, please provide a detailed explanation.</p>	
<p>PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS</p>	
<p>3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.</p>	
<p>PART 4: FIRST SOURCE OBLIGATIONS</p>	
<p>4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.</p> <p>4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.</p>	
<p>PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS</p>	
<p>5.1 I hereby certify that the Bidder/Offoror has verified the identity and employment eligibility of all its employees.</p>	
<p>PART 6: LANGUAGE ACCESS OBLIGATIONS</p>	
<p>6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Official Code § 2-1931(2) and § 2-1931(3)), I hereby certify that I will comply with Language Access compliance requirements of the contracting agency while performing this contract.</p>	
<p>PART 7: CONFLICTS OF INTEREST</p>	
<p>7.1 The bidder/offoror certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under the contract.</p>	
<p>PART 8: SUBCONTRACTING OBLIGATIONS</p>	
<p>8.1 The bidder/offoror certifies that it has verified with the Department of Small and Local Business Development (DSLBD) the current certifications of its proposed certified business enterprise (CBE) subcontractors.</p> <p>8.2 The bidder/offoror certifies that it has verified with the Department of Consumer and Regulatory Affairs (DCRA), and any other licensing authority, that its proposed subcontractors possess all applicable licenses and permits required to perform the work.</p>	
<p style="text-align: center;">SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS</p>	
<p><i>Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.</i></p>	
<p>PART 1: BUY AMERICAN ACT COMPLIANCE (Applies if the bidder/offoror will provide goods to the District that are subject to the requirements of the Buy American Act)</p>	
<p>1.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offoror certifies that each end product, except the end products listed below, is a domestic end product.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: right;">EXCLUDED END PRODUCTS</div>									
<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: right;">COUNTRY OF ORIGIN</div>									
PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts)									
<div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> 2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project. </div> <div style="width: 25%; text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>									
PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)									
<div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> 3.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project. </div> <div style="width: 25%; text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>									
SECTION IV. WALSH-HEALEY ACT									
<i>Instructions for Section IV: Walsh-Healey Act.</i>									
If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the "Act", as used in this section), the following terms and conditions apply:									
(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.									
(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).									
SECTION V. CERTIFICATION									
<i>Instruction for Section V: This section must be completed by all bidder/offerors.</i>									
I, [_____], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name [Print and sign]:</td> <td style="width: 25%;">Telephone #:</td> <td style="width: 25%;">Fax #:</td> </tr> <tr> <td>Title:</td> <td colspan="2">Email Address:</td> </tr> <tr> <td>Date:</td> <td colspan="2">Contract No:</td> </tr> </table>	Name [Print and sign]:	Telephone #:	Fax #:	Title:	Email Address:		Date:	Contract No:	
Name [Print and sign]:	Telephone #:	Fax #:							
Title:	Email Address:								
Date:	Contract No:								
<i>The District of Columbia is authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.</i>									

Attachment E

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number

Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent

Title

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

Attachment F

**Form of contract to be issued via
addendum**

Attachment G

District of Columbia District of General Services

Released October 2018

Standard Contract Provisions

**General Provisions
(Architectural & Engineering Services Contract)**

ARTICLE 1. DEFINITIONS

- A.** "Architect-Engineer" means the individual, individuals, and or firm identified as the "Architect-Engineer" in the preamble of Contract executed by and between the District and the Architect-Engineer for the Project.
- B.** "Change Order" means a document signed by the District and the Architect-Engineer to authorize an addition, deletion or revision in the services, the Architect-Engineer's cost of, or the time required for, the performance of any part of the services under the Contract, issued on or after the Effective Date of the Contract.
- C.** "Contract" means the written contract for professional services between the District and the Architect-Engineer, including all exhibits, Standard Contract Provisions, and any duly executed amendments.
- D.** "Contracting Officer" means the District official authorized to execute and administrate the Contract on behalf of the District. Within DGS, the Director is the Chief Contracting Officer. The Director may make delegations of procurement authority to additional contracting officers within DGS.
- E.** "District" means the District of Columbia, Department of General Services, (the "Department" or "DGS"), a party to the Contract.
- F.** "Project" means the District's project identified in the Contract, of which Architect-Engineer's services under the Contract as a party.
- G.** "Scope of Services" means any and all work done in any and all phases of the Project, pursuant to and as set forth by the Department in the Contract.
- H.** "Day or Days" All references to day or days in these Standard Contract Provisions will be counted based on calendar days not business days.

ARTICLE 2. GENERAL

- A.** The Contracting Officer shall have authority to take any action provided for herein on behalf of the District, including approval, certifications, vouchers, acceptance and changes within the Scope of Services.
- B.** The Architect-Engineer's period of performance shall commence on the effective date as agreed and as specified in the Scope of Services or in each task order issued by the Contracting Officer and ends on the date all required services are satisfactorily completed in accordance with the terms of the Contract and Project close-out documents and all deliverables are delivered to the District.
- C.** All services shall be prosecuted under the direction of a principal officer or responsible representative of the Architect-Engineer, approved by the Contracting Officer. The design of architectural, civil, structural, mechanical, plumbing, electrical, or other engineering features of the Project shall be accomplished in accordance with the terms of the Contract and reviewed and certified in accordance with applicable District of Columbia regulations by architects or engineers registered to practice in the District of Columbia in the particular professional field involved.
- D.** The Architect-Engineer shall furnish sufficient technical, supervisory and administrative personnel

to ensure the efficient prosecution of the services in accordance with the approved Project Schedule.

- E. The Architect-Engineer agrees that duly authorized representatives of the District shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications or other technical or non-technical data, including but not limited to payroll of company personnel, pertaining to the services performed under the Contract.
- F. The standard of care. The Architect-Engineer, its consultants and subcontractors shall perform the services consistent with the professional skill and care ordinarily provided by members of the same profession currently practicing under similar or same circumstances in the same or similar locality of the Project. The standard of care shall not be altered by the application, interpretation, or construction of this or any other provision of these Standard Contract Provisions or the Contract.

ARTICLE 3. PROGRESS SCHEDULES AND REPORTS

- A. **Generally.** In addition to the requirements set forth in the Scope of Services and the requirements set forth elsewhere in the Contract, the Architect-Engineer shall furnish progress reports monthly, biweekly and with each payment request, describing accomplishments, decisions and overall progress made during the period covered by the report and including the most recent Project Schedule and as set forth in more detail in this Article 3.
- B. **Monthly Reports.** The Architect-Engineer shall provide written reports to the District, at a minimum on a monthly basis on the progress of the Project, including, but not limited to, a baseline schedule and schedule updates with narrative demonstrating the critical path of the services in Primavera format in the latest available version or as designated by the Contracting Officer. The monthly written reports shall also include, at a minimum, the services accomplished, problems encountered, cost updates, an economic inclusion report, cash flow updates, quality assurance reports and other similar relevant data as the District may reasonably require.
- C. **Biweekly Updates.** The Architect-Engineer shall also provide written update reports to the District on a biweekly basis, which shall reflect actual conditions of Project progress as of the date of the update. The update shall reflect the actual progress of designs or construction, as the case may be, identify developing delays, regardless of their cause, and reflect the Architect-Engineer's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. Via a narrative statement (not merely a critical path method schedule), the Architect-Engineer shall identify the causes of any potential delay and state what, in the Architect-Engineer's judgment, must be done to avoid or reduce that delay. The Architect-Engineer shall point out, in its narrative, changes that have occurred since the last update, including those related to major changes in the Scope of Services, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes. Any significant variance from the previous schedule or update shall also be identified in a narrative, together with the reasons for the variance and its impact on Project completion. All schedule updates shall be in the latest version of Primavera format and reasonably acceptable to the District. The District may make reasonable requests during the Project for changes to the format or for further explanation of information provided. Submission of updates showing that Substantial Completion or Final Completion of the Project will be achieved later than the applicable scheduled completion date shall not constitute requests for extension of time and shall not operate to change the scheduled completion date. The District's receipt of, and lack of objection to, any schedule update showing Substantial Completion or Final Completion later than

the dates agreed upon shall not be regarded as the District's agreement that the Architect-Engineer may have an extension of time, or as a waiver of any of the District's rights, but merely as the Architect-Engineer's representation that, in the Architect-Engineer's best projection, Substantial Completion or Final Completion of the Project may not be completed by the agreed upon date. Changes to the scheduled completion dates may be made only in the circumstances and only by the methods set forth in the Contract.

- D. Condition Precedent to Payment.** All payments to Architect-Engineer are contingent upon satisfactory performance of the terms and conditions set forth in the Contract as determined by the Contracting Officer. Requisitions for payment shall be accompanied by a Project Progress Report which shall include the information set forth in this Article 3 and a statement indicating the percentage of completion of all required services for the Project.

ARTICLE 4. RESPONSIBILITY OF THE ARCHITECT-ENGINEER

- A. Quality.** The Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawing, specifications, and other services furnished. The Architect-Engineer shall, without additional compensation correct or revise any errors or deficiencies in its designs, drawings, specification and other services.
- B. Scope of Services.** The Architect-Engineer shall accomplish the design services required pursuant to the Scope of Services or under each task order. The services, as set forth in the Contract, shall include but are not limited to the services required to enable the District to award the related construction contract pursuant to standard District procedures, for the construction of the facilities designed at a price that does not exceed the estimated construction contract price set forth in the Contract.
1. If bids or proposals are not solicited within 180 days following the District's acceptance of the services to be provided under the Scope of Services or task order, the Architect-Engineer shall, prepare an estimate of constructing the design submitted and such estimate will be used in lieu of bids or proposals to determine compliance with the funding limitation.
 2. If the bids or proposals for the construction contract received exceed such estimated price, the Architect-Engineer shall perform such redesign and other services as are necessary to permit contract award within such funding limitation. Such redesign services shall be performed at no increase in the price of the Contract. However, the Architect-Engineer shall not be required to perform such additional services at no cost to the District if the unfavorable bids or proposals are the results of unforeseeable causes beyond the control and without the fault and negligence of the Architect-Engineer.
- C. Designing to Budget.** The Architect-Engineer shall promptly advise the Contracting Officer if the Architect-Engineer finds that the Project design will exceed or is likely to exceed the funding limitations and the Architect-Engineer is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Architect-Engineer's revised estimate of construction cost. The Contracting Officer may, if he determines that the estimated construction contract price set forth in the Scope of Services or task order is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in the scope, quality or type of materials, or both, as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth elsewhere in the Contract or he may adjust such estimated construction contract price.

D. Project Management and Inspection Entity. In the event the Contract requires the Architect-Engineer to provide construction period services, the Architect-Engineer shall also, at intervals of no less than once per week or as set forth in the Scope of Services, be responsible for:

1. *Visits to Site and Observation of Construction.* An Architect-Engineer representative who is knowledgeable of the Project and competent in each discipline that has trade activities and stages of construction being performed shall visit the site at the agreed-to intervals to observe as an experienced and qualified design professional the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and on such observations, the Architect-Engineer shall endeavor to determine whether such work is proceeding in accordance with the Contract Documents and shall keep the District informed of the general progress of the work in relation to the overall schedule. The Architect-Engineer shall document the site visit in writing and shall submit his findings in accordance with the report requirements set forth in Article 3 herein.
2. *Inspections of Work in Progress by the Architect-Engineer.* During his periodic visits to the site to observe the work in progress, the Architect-Engineer shall, as a minimum, spot check the work installed and in progress to determine compliance with the requirements of the Contract Documents and the codes and installation/workmanship standards listed therein. Defective and noncompliant work observed during such visits shall be noted in the Architect-Engineer's reports and pointed out to the Contracting Officer and Program Manager. The Architect-Engineer shall identify for the Project Manager any specific checks or inspections to be made. The results of these inspections shall be made a part of the Project's daily log and reports. The Architect-Engineer shall document the inspection in writing.
3. *Supplemental Inspections and Tests.* For work not in compliance with the Contract Documents, the Architect-Engineer shall, with the District's approval, require additional or supplemental inspection or testing. The Architect-Engineer shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents and shall determine whether, in its opinion as an Architect-Engineer, their content complies with the requirements of each. The Architect-Engineer shall also determine whether the results certified indicate compliance with the Contract Documents. The Architect-Engineer shall document the inspection in writing.
4. *Defective Work.* During its site visits and based on its observation during such visits, the Architect-Engineer may disapprove the contractor's work, or any portion thereof, while the work is in progress if Architect-Engineer believes that such work does not conform to the Contract Documents or the approved shop drawings or other submittals. The Architect-Engineer may also recommend that the District reject any work that the Architect-Engineer believes will not result in a completed Project that conforms generally to the Contract Documents or that it believes will prejudice the integrity of the design as reflected in the Contract Documents. The Architect-Engineer shall document the defective work in writing.

E. Code and Regulatory Compliance. The Architect-Engineer is responsible for designing the project and administering the construction phase of the Project in accordance with applicable District of Columbia Codes and other regulatory requirements applicable to the Project. Nothing contained herein shall be construed as relieving the Architect-Engineer, any other professional design consultant, or any contractor, supplier or other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the Department of General Services and its divisions, or any employee or official of the District, in no way absolve any other person, firm or corporation involved in

the Project from their full responsibilities under the applicable laws, codes and professional practice as required in projects for the District of Columbia. Lack of comment by a District of Columbia reviewer does not relieve the Architect-Engineer from designing to meet the applicable code or Architect-Engineer Manual requirements or applicable regulations related to water, sewer, fire department service, and other utilities.

1. *Additional Costs.* If the correction of a code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. The District shall bear only the costs attributable to the actual code or regulation-required enhancement of the Project.
 2. *Code Interpretation.* If the Architect-Engineer believes that a code or a regulation is unclear as to meaning, the Architect-Engineer shall request a written opinion as to the applicable interpretation from the applicable regulatory agency, as appropriate. The Architect-Engineer shall be entitled to rely on the written opinion, if any, received from such agency.
- F. As-Built Drawings.** At completion of the Project, the Architect-Engineer shall prepare a full set of record drawings showing the "as-built" condition of the Project and including the locations of all utilities based on his own records and upon information supplied by the Construction Manager, Contractor or Design-Builder, as applicable, on which the Architect-Engineer may rely. These drawings will consist of the original working drawings and the original of supplemental drawings and details modified to show the "as built" conditions both in paper, tracings, and electronic media. "As-built" drawings shall be turned over to the District as a condition precedent to Substantial Completion; final payment of the Architect-Engineer's fees shall not be due until the building is accepted by the District, the final Application for Payment is made, in acceptable form, to and accepted by the District, and record drawings and "as-built" drawings in the form of paper, tracings, and electronic media in the form of Compact Discs in latest version of AutoCAD. The District reserves the right to occupy the building, or portions thereof, prior to final acceptance.
- G. No Waiver.** Neither the District's review, approval or acceptance of, nor payment for, any of the services required under the Contract shall be construed to operate as a waiver or any rights under the Contract or of any cause of action arising out of the performance of the Contract, and the Architect-Engineer shall be and remain liable to the District in accordance with applicable law for all damages to the District caused by the Architect-Engineer's negligent or intentionally wrongful act, omission or default while performing any of the services under the Contract.
- H. Remedies Inclusive.** The rights and remedies of the District and the Architect-Engineer provided for under the Contract are in addition to any other rights and remedies provided by law.

ARTICLE 5. PAYMENTS

- A. Invoices.** The Architect-Engineer shall submit an invoice to the District, along with District-required documentation. The invoice shall generally itemize the various phases or parts of the Total Contract Amount, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice. The invoice shall also include a certification statement signed by the Architect-Engineer stating that the Architect-Engineer has paid its consultants, subcontractors and suppliers their individual proportional share of all previous payments, including interest if applicable, received from the District in accordance with the terms of the Architect-Engineer's subcontract with such persons or companies and these Standard Contract Provisions. Invoices for reimbursables shall include documentation of costs for which reimbursement is sought. Invoices for Architect-Engineer Services being performed on an

hourly rate basis shall show the technical classifications, names of the persons performing the Architect-Engineer services, man hours expended, marked up hourly rates for the classification, and the extended cost amount.

- B. Invoice Disputes.** Unless there is a dispute about the compensation due the Architect-Engineer, including, but not limited to, claims by the District against the Architect-Engineer, then within thirty (30) days after receipt by the District of the Architect-Engineer's acceptable invoice, which shall be considered the invoice receipt date, the District shall pay to the Architect-Engineer the amount approved less any retainage and less any prior payments or advances made to Architect-Engineer. The date on which payment is due shall be referred to as the "payment date."
- C. Frequency.** Invoices prepared the Architect-Engineer relating to the amount and value of work and services performed by the Architect-Engineer under the Contract shall be made periodically (not more often than monthly) and sent to the District for payment, accompanied by such documentation and supporting data as may be required by the Contracting Officer.
- D. Retainage.** Upon approval of such invoice amounts by the Contracting Officer and presentation of proper documentation by the Architect-Engineer, payment of the invoice amount as determined above less agreed upon retainage and all previous payments shall be made in accordance with the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.* Unless otherwise provided for in the Contract, the retained payment percentage shall be 5%, provided, however, that if the Contracting Officer determines that the work is Substantially Complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the District, he may in his discretion release to the Architect-Engineer such excess amount.
- E. Final Payment.** Upon the satisfactory completion of the Architect-Engineer's services and formal notification of its final acceptance by the Contracting Officer, the Architect-Engineer shall be paid the unpaid balance of any money due hereunder, including retained percentages. Prior to such final payment under the Contract or prior to settlement upon termination of the Contract and as a condition precedent thereto, the Architect-Engineer shall execute and deliver to the Contracting Officer a release of all claims against the District arising under or by virtue of the Contract other than such claims, if any, as may be specifically excepted by the Architect-Engineer from the operation of the release in stated amounts to be set forth therein.
- F. Document Ownership.** All drawings, designs, specifications and other Architect-Engineer deliverables first produced solely for the District in the performance of the Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work shall be and remain the sole property of the District and may be used on any other work without additional cost to the District. With respect thereto, the Architect-Engineer agrees not to assert any rights or to establish any claim under the design patent or copyright laws and not to publish or reproduce such matter in whole or in part or in any manner or form or authorize others so to do without the written consent of the District, until such time as the District may have released such matter to the public. Further, with respect to any architectural design which the District desires to protect by applying for and prosecuting a design patent application or otherwise, the Architect-Engineer agrees to furnish the Contracting Officer such duly executed instruments and other papers (prepared by the District) as are deemed necessary to vest in the District the rights granted it under this clause. The Architect-Engineer agrees to furnish and provide access to the originals or copies of all such materials on the request of the Contracting Officer for a period of three (3) years after completion for the project.

- G. Corrections of Work Post-Payment.** Notwithstanding the acceptance and approval by the District of any services performed or provided by the Architect-Engineer, the Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by the Architect-Engineer under the Contract. The Architect-Engineer shall, without additional compensation, correct or revise any errors or deficiencies or omissions in the Architect-Engineer's services.
- H. Payment Not Waiver.** The District's review, approval or acceptance of, or payment for, any of the Materials and Services required under the Contract shall not constitute any representation, warranty or guaranty by the District as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of the District's rights or privileges under the Contract or of any cause of action arising out of the performance of the Contract. No person or firm shall rely in any way on such review, approval or acceptance by the District. The Architect-Engineer shall be and remain liable in accordance with Applicable Law for all damages to the District caused by the Architect-Engineer. Review, approval or acceptance by the District or the Contracting Officer under the Contract shall not constitute approval otherwise required by any of the District departments, boards, commissions, or other regulatory agencies in the exercise of their independent regulatory authority.
- I. Errors and Omissions.** Without limiting the Architect-Engineer's responsibility set forth above, such responsibility, by way of illustration shall include the following: If any error or omission in the Construction Documents submitted by the Architect-Engineer requires a change in the Scope of Services or any portion thereof, the Architect-Engineer shall promptly complete such change at no additional cost to the District.
- J. Compensation Disputes.** Disputes regarding the compensation due the Architect-Engineer may include, but are not limited to, the amount due, the value or percentage of the Architect-Engineer Services completed, defects or deficiencies in the Architect-Engineer Services, quality of the Architect-Engineer Services, compliance with the Contract Documents, completion itself, or negligent performance of professional services on the part of the Architect-Engineer. In the event of disputes, payment shall be mailed on or before the Payment Date for amounts and Architect-Engineer Services not in dispute, subject to any setoffs claimed by the District.
- K. Adjustments.** All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any payment and shall be corrected and adjusted in the final payment. In the event that any invoice by the Architect-Engineer contains a defect or impropriety which would prevent payment by the Payment Date, the District shall notify the Architect-Engineer in writing of such defect or impropriety within ten (10) days after the invoice receipt date. Any disputed amounts determined by the District to be payable to the Architect-Engineer shall be due thirty (30) days from the date the dispute is resolved. Interest shall be paid by the District in accordance with the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*
- L. Payments to Subcontractors.** The Architect-Engineer shall make a payment to each of its Consultants and Subcontractors, not later than seven (7) calendar days after receipt of amounts paid to the Architect-Engineer by the District, in an amount equal to the proportionate share of the total payment, including any interest, received from the District attributable to the Architect-Engineer Services performed by Consultants and Subcontractors less a retainage of not more than five percent (5%) if provided for in the applicable subcontract, said retainage being the same money, not additional money, retained by the District from the payment to the Architect-Engineer.

ARTICLE 6. CHANGES

- A. Generally.** The Contracting Officer may at any time by written order make changes within the general scope of the Contract to the Scope of Services to be performed under each task order. If such changes cause an increase or decrease in the Architect-Engineer's cost of or time required for performance of any service under the Contract, or both, upon approval of the Contracting Officer, an equitable adjustment shall be made and the Contract shall be modified in writing by the Contracting Officer accordingly. Any claim of the Architect-Engineer for adjustment under this clause must be made in writing to the Contracting Officer within ten (10) days from the date of receipt by the Architect-Engineer of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under this Contract. If the Architect-Engineer requests changes to the Scope of Services, the Architect-Engineer must demonstrate to the satisfaction of the District that the changes are necessary and not due to the acts or omissions of the Architect-Engineer. Generally, the time of performance of the Contract and/or any task order may be extended for the administrative convenience of the District or for other purposes whenever the Contracting Officer determines such action will not be a cause for additional fee or other related cost.
- B. Additional Compensation.** Compensation to the Architect-Engineer beyond the monetary limits set forth in the Contract shall only be made if and when a Change Order to the Contract is duly executed by the Parties. Nothing herein shall limit the District's ability to make changes to the Contract unilaterally.
- C. Designated Change Orders.** The Contracting Officer may, at any time, by written order designated or indicated to be a change order, make any changes in the work within the general scope of the Contract, including but not limited to changes:
1. In the Contract drawings and specifications;
 2. In the method or manner of performance of the services;
 3. In the District furnished facilities, equipment, materials or services; or
 4. Directing acceleration in the performance of the services.
- Nothing provided in this Article shall excuse the Architect-Engineer from proceeding with the prosecution of the services so changed.
- D. Other Change Orders.** Any other written order or an oral order (which term as used in this Section shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Architect-Engineer gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Architect-Engineer regards the order as a Change Order.
- E. General Requirements.** Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Architect-Engineer to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Architect-Engineer's cost of, or the time required for, the performance of any part of the services under the Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall

be allowed for any cost incurred more than thirty (30) days before the Architect-Engineer gives written notice as therein required unless this thirty (30) day period is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Architect- Engineer in attempting to comply with such defective drawings and specifications.

1.If the Architect-Engineer intends to assert a claim for an equitable adjustment under this Article, the Architect-Engineer must, within thirty (30) days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (D) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (D) above.

2. With respect to the notification obligations of the Architect-Engineer hereunder, time is of the essence. A failure to provide timely notice constitutes waiver of the claim. No claim by the Architect-Engineer for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

F. Change Order Breakdown. Contract prices shall be used for Change Order work where the services, as changed, are of similar nature; no other costs, overhead or profit will be allowed.

1. Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable adjustment of the Architect-Engineer's compensation and time for performance.

2. When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 7 and shall be based upon the breakdown shown in following subsections a) through g). The Architect-Engineer shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.

a) *Labor*—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable by the District. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.

b) *Rented Equipment*—Payment for required equipment rented from a third party company that is neither an affiliate of, nor a subsidiary of, the Architect-Engineer will be based on receipted invoices, which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Architect-Engineer shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Architect-Engineer or an affiliate of or subsidiary of the Architect- Engineer.

c) *Architect-Engineer's Equipment*—Payment for required equipment owned by the Architect-Engineer or an affiliate of the Architect-Engineer will be based solely on an hourly rate

derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the District will be based on one-half the derived hourly rate under this subsection.

- d) *Miscellaneous*—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.
- e) *Subcontract Work*—Payment for additional necessary subcontract work will be based on applicable procedures in a) through f), to which total additional subcontract work, up to an additional 10 percent, may be allowed for the Architect-Engineer's overhead and profit.

G. Significant Changes in Character of Services.

1. The Contracting Officer reserves the right to make, in writing, at any time during the performance of services, such changes in quantities and such alterations in the services as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall not invalidate the Contract, and the Architect-Engineer agrees to perform the services as altered.
2. If the alterations or changes in quantities significantly change the character of the services under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the services. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Architect-Engineer in such amount as the Contracting Officer may determine to be fair and reasonable.
3. If the alterations or changes in quantities significantly change the character of the services to be performed under the Contract, the altered services will be paid for as provided elsewhere in the Contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - a. When the character of the services as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - b. When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of services performed.
5. If the parties fail to agree upon the adjustment to be made, the dispute shall be processed as provided in Article 10 hereof entitled "Disputes". Nothing provided in this section shall excuse the Architect-Engineer from proceeding with the prosecution of services so changed.

ARTICLE 7. EQUITABLE ADJUSTMENT OF CONTRACT TERMS

The Architect-Engineer is entitled to an equitable adjustment of the contract terms whenever the following situations develop:

A. Differing Site Conditions.

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical

conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the Architect-Engineer, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

2. Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, or both, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Contracting Officer will notify the Architect-Engineer of his/her determination whether or not an adjustment of the Contract is warranted.
3. No contract adjustment which results in a benefit to the Architect-Engineer will be allowed unless the Architect-Engineer has provided the required written notice; a failure to notify the Contracting Officer of the changed conditions prior to work being disturbed by said conditions shall constitute a permanent waiver of all right to compensation related to the changed conditions by the Architect-Engineer.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

B. Suspension of Work Ordered by Contracting Officer.

1. If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the nature of the services) and the Architect-Engineer believes that additional compensation or contract time, or both, is due as a result of such suspension or delay, the Architect-Engineer shall submit to the Contracting Officer in writing a request for equitable adjustment within ten (10) days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the Contracting Officer will evaluate the Architect-Engineer's request. If the Contracting Officer agrees that the cost or time required for the performance of the Contract, or both, has increased as a result of such suspension and the suspension was caused by conditions beyond the control or and not the fault of the Architect-Engineer or its consultants or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Architect-Engineer of his/her determination whether or not an adjustment of the Contract is warranted.
3. No contract adjustment will be allowed unless the Architect-Engineer has submitted the request for adjustment within the time prescribed; a failure to submit a request for adjustment in the time prescribed shall constitute waiver of all right to compensation related to the suspension of work by the Architect-Engineer.

ARTICLE 8. TERMINATION

- A. Termination for Default.** Termination, whether for default or convenience is not a Government claim. The Contracting Officer may terminate the Contract, or any task order issued thereunder by the Contracting Officer, for default, in whole or in part, if the termination is in the best interests of the Government, and the Architect-Engineer does any of the following:

1. Fails to complete the Services within the time specified in the Contract or any modification (including task orders);
2. Fails to make sufficient progress on contract performance so as to endanger performance

of the Contract (including any task order) within the time specified or in the manner specified in the Contract;

3. Fails or refuses to go forward with the services in accordance with the direction of the Contracting Officer;
4. Expresses through word or conduct an intention not to complete the services in accordance with the directions of the Contracting Officer;
5. Fails to perform any of the other provisions of the Contract (or any task order);
6. Materially deviates from the representations and capabilities set forth in the Architect-Engineer's response to the solicitation.

B. Final Decision of Contracting Officer. A termination for default is a final decision of the Contracting Officer. In order to contest a termination for default, the Architect-Engineer must submit a certified request to convert the termination for default to a termination for convenience with all documents supporting such conversion and comply with all Contract provisions and laws relating to terminations for convenience, including the submission of a certified termination for convenience settlement proposal. The submission of the certified request for conversion to a termination for convenience and certified termination settlement proposal to the Contracting Officer must occur prior to ninety (90) days from the date of the Contracting Officer's final decision.

C. Delays. If the Architect-Engineer refuses or fails to prosecute the services, or any separable part thereof, with such diligence as will provide for its completion within the time specified in the Contract, or any extension thereof, or fails to complete said services within the specified time, the District may, by written notice to the Architect-Engineer, terminate its right to proceed with the services or such part of the services involving the delay. In such event, the District may take over the services and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the services such materials as may have been paid for by the District. Whether or not the Architect-Engineer's right to proceed with the services are terminated, the Architect-Engineer shall be liable for any liability to the District resulting from the Architect-Engineer's refusal or failure to complete the services within the specified time.

1. If fixed and agreed liquidated damages are provided in the Contract and if the District does not so terminate the Architect-Engineer's right to proceed, the resulting damage will consist of such liquidated damages until the services are completed and accepted.
2. The Architect-Engineer's right to proceed shall not be so terminated nor the Architect-Engineer charged with resulting damage if:
 - a) The delay in the completion the services arises from unforeseeable causes beyond the control and without the fault or negligence of the Architect-Engineer, including but not restricted to acts of God, acts of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Architect-Engineer and such consultants or subcontractors at any tier; and
 - b) The Architect-Engineer, within 72 hours from the beginning of any such delay, (unless the

Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

3. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the services when, in his/her judgment, the findings of fact justify such an extension, and his/her findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.
4. If, after notice of termination of the Architect-Engineer's right to proceed under the provisions of this Article, it is determined for any reason that the Architect-Engineer was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.
5. The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.
6. The District may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

D. Opportunity to Cure. Notwithstanding the foregoing sections A and C, the Contract will not terminate as a result of the failure to perform if the Architect-Engineer begins, immediately upon receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure with no more than ten (10) days of receipt thereof. The Contracting Officer in its sole discretion, but is not obligated to, may extend the period to cure if the Department finds a legitimate reason for the extension.

E. Termination for Convenience of the District Government

1. The performance of services under the Contract, or any task order issued thereunder by the Contracting Officer, may be terminated by the District in accordance with this Article, in whole or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Architect-Engineer of a Notice of Termination specifying the extent to which performance of services under the Contract (or task order) is terminated, and the date upon which such termination becomes effective.
2. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Architect-Engineer shall:
 - a) Stop work under the Contract (or task order) on the date and to the extent specified in the Notice of Termination.
 - b) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the services under the Contract (or task order) as is not terminated.
 - c) Terminate all orders and subcontracts to the extent that they relate to the performance of the services terminated by the Notice of Termination.

- d) Assign to the District, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Architect-Engineer under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - e) Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he/she may require, which approval or ratification shall be final for all purposes of this Article.
 - f) Transfer title to the District and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer completed, or partially completed plans, drawings, information and other property which, if the Contract (or task order) had been completed, would have been required to be furnished to the District.
 - g) Complete performance of such part of the services as shall not have been terminated by the Notice of Termination.
 - h) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Architect-Engineer and in which the District has or may acquire an interest.
 - i) The Architect-Engineer shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.
3. After receipt of a Notice of Termination, the Architect-Engineer shall submit to the Contracting Officer its termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than ninety (90) days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Architect-Engineer made in writing within such ninety (90)-day period or authorized extension thereof. In the event the Architect-Engineer was terminated for default and it asserts that it is entitled to a termination for convenience, its certified request for the conversion of the default termination to one for convenience and its certified termination settlement proposal must be submitted to the Contracting Officer prior to the expiration of ninety (90) days from the date of the default termination. With respect to a termination for convenience, if the Contracting Officer determines that the facts justify such action, he/she may receive and act upon any such termination claim at any time after such ninety (90)-day period or extension thereof. Nothing herein shall be construed to extend the time for the submission of a claim hereunder for a defaulted Architect-Engineer beyond ninety (90) days from the date of the default termination. Upon failure of the Architect-Engineer to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him/her, the amount, if any, due to the Architect-Engineer by reason of the termination and shall thereupon pay to the Architect-Engineer the amount so determined.
4. Subject to the provisions of Section 3 above, and subject to any review required by the District's procedures in effect as of the date of execution of the Contract, the Architect-Engineer and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Architect-Engineer by reason of the total or partial termination of services pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on services completed; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of

payments otherwise made and as further reduced by the Contract price of any services not terminated. The Contract shall be amended accordingly, and the Architect-Engineer shall be paid the agreed amount. Nothing in Section 5 below prescribing the amount to be paid to the Architect-Engineer in the event of failure of the Architect-Engineer and the Contracting Officer to agree upon the whole amount to be paid to the Architect-Engineer by reason of the termination of services pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Architect-Engineer pursuant to this paragraph.

5. In the event of the failure of the Architect-Engineer and the Contracting Officer to agree as provided in Section 4 above upon the whole amount to be paid to the Architect-Engineer by reason of the termination of services pursuant to this Article, the Contracting Officer shall, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him/her, the amount, if any, due the Architect-Engineer by reason of the termination and shall pay to the Architect-Engineer the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with Section 4 above:
 - a) With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - i) The cost of such services;
 - ii) The cost of settling and paying claims arising out of the termination of services under subcontracts or orders as provided in Section 2(e) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under on Section 5(a)(i) above; and
 - iii) A sum, as profit on Section 5(a)(i) above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Architect-Engineer would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and services performed by the Architect-Engineer for the terminated portion of the Contract (or task order) but may not be allowed on the Architect-Engineer's settlement expenses. Anticipatory profits and consequential damages shall not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.
 - b) The reasonable cost of the preservation and protection of property incurred pursuant to Section 2(i); and any other reasonable cost incidental to termination of services under the Contract including expense incidental to the determination of amount due to the Architect-Engineer as the result of the termination of work under the Contract.
6. The total sum to be paid to the Architect-Engineer under Section 5(a) above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of services not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Architect-Engineer under Section 5(a) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the District
7. The Architect-Engineer shall have the right of appeal, under Article 9 herein, from any determination made by the Contracting Officer under Sections 3 or 5, above, except that, if

the Architect-Engineer has failed to submit its claim within the time provided in Section 3 above and has failed to request extension of such time, the Architect-Engineer shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under Sections 3 or 5, above, the District shall pay to the Architect-Engineer the following:

- a) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
 - b) If an appeal had been taken, the amount finally determined on such appeal.
8. In arriving at the amount due the Architect-Engineer under this Article there shall be deducted:
- a) all unliquidated advance or other payments on account theretofore made to the Architect-Engineer, applicable to the terminated portion of the Contract (or task order);
 - b) any claim which the District may have against the Architect-Engineer in connection with the Contract; and
 - c) the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Architect-Engineer or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the District.
9. If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract (or task order), the Architect-Engineer may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the District and the Architect-Engineer to agree upon the amount or amounts to be paid to the Architect-Engineer for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.
10. The District may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Architect-Engineer in connection with the terminated portion of the Contract (or task order) whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Architect-Engineer will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess shall be payable by the Architect-Engineer to the District upon demand, together with interest in accordance with the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*
11. Unless otherwise provided in the Contract or by applicable statute, the Architect-Engineer, from the effective date of termination and for a period of three (3) years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Architect-Engineer, but without direct charge to the District, all its books, records, documents and other evidence bearing on the costs and expenses of the Architect-Engineer under the Contract and relating to the services terminated hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.
12. By virtue of a Termination for Convenience, the Architect-Engineer shall not become entitled to payment for defective services, deficient services, rejected services, or services not in accordance with the plans or specifications set forth in the Contract.

ARTICLE 9. DISPUTES

A. Generally. All disputes arising under or relating to the Contract shall be resolved as provided herein.

B. Claims by the Architect-Engineer against the District.

1. Claim, as used in this Section B of Article 9, means a written assertion by the Architect- Engineer seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the Contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- a) All claims by the Architect-Engineer against the District arising under or relating to the Contract shall be in writing and shall be submitted to the Contracting Officer for a decision.
 - b) Within 120 days after receipt of a claim, the Contracting Officer shall issue a decision, whenever possible taking into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Architect-Engineer.
 - c) Any failure by the Contracting Officer to issue a decision on a Contract claim within the required time period shall be deemed to be a denial of the claim and shall authorize the commencement of an appeal on the claim as otherwise provided.
 - i) If the Architect-Engineer is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Architect-Engineer, the Architect-Engineer shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Architect-Engineer's claim.
 - ii) Liability under this section shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - d) All cost data, pricing data, and task data of claims hereunder must be certified as accurate, complete, required, and necessary to the best of the Architect-Engineer's knowledge and belief. Further, all task or work data in the claim must be described therein to the smallest unit of work or task. The Contracting Officer may require any additional certifications, descriptions or explanations of the claim.
 - e) The parties agree that time is of the essence and all claims hereunder must be presented to the Contracting Officer for a final decision within thirty (30) days of the occurrence of the circumstances giving rise to such claim or within thirty (30) days of when the Architect-Engineer knew or should have known of the circumstances giving rise to such claim, otherwise compensation for that claim is waived.
 - f) The parties agree that there shall be no claims for unabsorbed home office overhead.
2. The Architect-Engineer's claim shall contain at least the following:
- a) A description of the claim and the amount in dispute;

- b) Any data or other information in support of the claim;
 - c) A brief description of the Architect-Engineer's efforts to resolve the dispute prior to filing the claim; and
 - d) The Architect-Engineer's request for relief or other action by the Contracting Officer.
 - e) The certification of the accuracy, completeness, requirement, and necessity of all aspects of the claim.
3. The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Architect-Engineer.
 4. Pending final decision of an appeal, action, or final settlement, the Architect-Engineer shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District Against the Architect-Engineer.

1. Claim as used in this Section C of Article 9, means a written demand or written assertion by the District, including the Contracting Officer, seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the Contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. Nothing herein shall be construed to require the District to notify the Architect-Engineer prior to the issuance of the Contracting Officer's final decision.
2.
 - a) All claims by the District against the Architect-Engineer arising under or relating to a contract shall be decided by the Contracting Officer, who shall issue a decision in writing and furnish a copy of the decision to the Architect-Engineer.
 - b) The decision shall be supported by reasons and shall inform the Architect-Engineer of its rights. Specific findings of fact shall not be required.
3. This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
4. The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Architect-Engineer.
5. Pending final decision of an appeal, action, or final settlement, the Architect-Engineer shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.
6. The Contracting Officer may enter into a voluntary exclusion agreement with the Architect-Engineer in order to settle any claim or dispute between the parties.

ARTICLE 10. RETENTION AND EXAMINATION OF RECORDS

Unless otherwise provided in the Contract, or by applicable statute, the Architect-Engineer, from the effective date of Contract completion and for a period of three (3) years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Architect-Engineer but without direct charge to the District, all its books, records, documents, and other evidence bearing on the costs and expenses of the Architect-Engineer under the Contract.

ARTICLE 11. COVENANT AGAINST CONTINGENT FEES

The Architect-Engineer 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 Architect-Engineer for the purpose of securing business. For breach or violation of this warranty, the District 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 such commission, percentage, brokerage or contingent fee.

ARTICLE 12. OFFICIALS NOT TO BENEFIT

A. District Employees Not To Benefit. Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met in accordance with DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations. The Architect-Engineer represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Architect-Engineer further covenants not to employ any person having such known interests in the performance of the Contract.

B. Anti-Competitive Practices and Anti-Kickback Provisions.

1. The Architect-Engineer 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 Architect-Engineer shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The District 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.
2. The Architect-Engineer shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Architect-Engineer 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 Architect-Engineer or a Subcontractor of the Architect-Engineer to the District. The Architect-Engineer 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 District may take any recourse available to it under the law for violations of this anti-kickback provision.

ARTICLE 13. CONFLICT OF INTEREST AND ETHICS

A. Former Employees Generally. Pursuant to Public Law 95-521, as amended, no former employee of the United States District or the District of Columbia:

1. Shall knowingly represent the Architect-Engineer before any District agency through personal appearance or communication in connection with a matter involving specific parties to the Contract where the former District employee participated personally and substantially in this matter while employed with the District.
2. Shall within two (2) years after terminating District employment knowingly represent the Architect-Engineer before any District agency through personal appearance or communication in connection with a matter involving specific parties to the Contract where the matter was pending under the official responsibility of the former employee within one (1) year prior to termination of District service.

B. Former Senior Employees. Pursuant to Public Law 95-591, as amended, no former senior level officer or former senior level employee of the United States District or the District of Columbia District named in or designated by the Contracting Officer of the Office of District Ethics under Section 207(d) of Title 18 USC:

1. Shall, within two (2) years after terminating District employment knowingly represent or aid counsel, advise, consult or assist in representing any other person by personal presence at any formal or informal appearance before any District agency in connection with a matter involving specific parties where the former employee participated personally aid substantially in that matter while employed with the District.
2. Shall, within one (1) year after terminating District employment knowingly act as an agent or attorney for or otherwise represent anyone in any formal or informal appearance before or with the intent to influence make any written or oral communication on behalf of anyone to his or her former District or agency or any of its officers or employees or (2) in connection with any particular District matter, whether or not involving a specific party which is pending before such District or agency or in which it has a direct and substantial interest.

C. Conflict of Interest. The Architect-Engineer represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Architect-Engineer represents and warrants that, in the performance of the Contract, no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the District, nor any person whose salary is payable, in whole or in part, from the District Treasury, shall participate in any decision relating to the Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in the Contract or in the proceeds

thereof.

- D. No Kick-Backs.** The Architect-Engineer shall not offer or receive any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with the Contract. The Architect-Engineer shall not confer on any public employee having official responsibility for the Contract any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value.
- E. No Contractor Employment.** No official or employee of the District of Columbia whose duties as such official or employee include matters relating to or affecting the subject matter of the Contract shall, during the pendency and term of the Contract and/while serving as an official or employee of the District of Columbia, become or be an employee of the Architect-Engineer or any entity that is a subcontractor on the Contract.

ARTICLE 14. DISMISSALS AND REPLACEMENT OF KEY PERSONNEL

- A. Dismissals by the District.** Should the continued employment of any person or persons in the Architect-Engineer's organization under the Contract be deemed by the Contracting Officer to be prejudicial to the interests of the District, such person or persona shall be immediately removed from the work hereunder. The Architect-Engineer shall make every effort in the selection of its employees and in the prosecution of the work under the Contract to safeguard all drawings and specifications and to prevent the theft conversion or unauthorized use of the same.
- B. Replacement of Key Personnel.** No substitutions for Key Personnel shall be permitted unless approved by the Contracting Officer. Any proposed replacement for Key Personnel must possess qualifications substantially similar to those of the Key Personnel being replaced and are subject to the prior written approval of the Contracting Officer. In addition, at the Contracting Officer's request at any time, the Architect-Engineer shall remove any Key Personnel or other personnel and substitute another employee of the Architect-Engineer or its subcontractors reasonably satisfactory to the Contracting Officer. The Contracting Officer may request such substitution at any time, in his/her sole discretion.
- C. Liquidated Damages.** In order to maintain project continuity the District expects that the Architect-Engineer will assign the same project managers to all phases of the Project and that such personnel will be available to oversee and coordinate the services throughout the Project. Accordingly, the Architect-Engineer's designated Key Personnel shall be subject to liquidated damages for their removal or reassignment by the Architect-Engineer. In each instance where the Architect-Engineer removes or reassigns one of its Key Personnel (but excluding instances where such personnel become unavailable due to death, disability, or separation from the employment of the Architect-Engineer or any affiliate of the Architect-Engineer) without the prior written consent of the Contracting Officer, the Architect-Engineer shall pay to the District an amount set forth in the Contract as liquidated damages and not a penalty, to reimburse the District for its administrative costs arising from the Architect-Engineer's failure to provide the Key Personnel. The foregoing liquidated damage amount shall not bar recovery of any other damages, costs or expenses other than the District's internal administrative costs. In addition, the District shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the Scope of Services of the Architect-Engineer in the event that a member of the Key Personnel has been removed or replaced by the Architect-Engineer without the consent of the District. In the event the District exercises the right to remove, replace or to reduce the Scope of Services of the Architect-Engineer, the District shall have the right to enforce the terms of the Contract and to keep-in-place those members of the Architect-Engineer's team not removed or replaced and the remaining members

shall complete the services required under the Contract in conjunction with the new members of the Architect-Engineer's team approved by the District.

ARTICLE 15. COMPLIANCE WITH FEDERAL AND DISTRICT OF COLUMBIA LAWS AND REGULATIONS

- A. Generally.** The Architect-Engineer shall at all times exercise the professional skill and care required by Section 2.F of these Standard Contract Provisions in observing and complying with all laws, codes, regulations, orders and decree set forth by any department, agency or branch of the United States District, and the District of Columbia applicable to the services.
- B. Equal Opportunity: Non-Discrimination in Employment.** During the performance of the Contract the Architect-Engineer shall comply with the provisions of Mayor's Order 85-85 as implemented by Title 4, Chapter 11 – Equal Employment Opportunity Requirements in Contracts, 33 DCR 4952 (August 15, 1986).
- C. Buy American Act.**
1. *Agreement*—In accordance with the Buy American Act (41 USC 10a-10d), and Executive Order 10582. December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Architect-Engineer agrees that only domestic construction material will be used by the Architect-Engineer, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.
 2. *Domestic Construction Material*—"Construction material" means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material.
 3. *Domestic Component*—A component shall be considered to have been "mined, produced, or manufactured in the United States" regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the District to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
 4. *Foreign Material* – When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed one-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.
- D. Service Contract Act.** The Architect-Engineer agrees that the work performed under this Contract shall be subject to the Service Contract Act (41 U.S.C. 351 *et seq.*). The wage rates applicable to this Project shall be attached as an exhibit to the Contract. The Architect-Engineer further agrees that it and all of its subcontractors shall comply with the regulations implementing the Service Contract Act and such regulations are hereby incorporated by reference.

- E. False Claims Act.** The Architect-Engineer 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 §22-2405 and §§2-381.01 et seq.

ARTICLE 16. APPOINTMENT OF ATTORNEY

The Architect-Engineer does hereby irrevocably designate and appoint the Clerk of the Superior Court of the District and his successors in office as the true and lawful attorney of the Architect-Engineer for the purpose of receiving service of all notices and processes issued by any court in the District, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

The Architect-Engineer expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Architect-Engineer was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the Architect-Engineer failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Architect-Engineer at the address stated in the Contract.

ARTICLE 17. INDEMNIFICATION

- A. Violation of Laws, Regulations, Specifications, and Breach of Contract.** If the Architect-Engineer violates any laws, regulations, codes or industry standards relating to the Project, the Architect-Engineer shall take prompt action to correct or abate such violation and shall indemnify and hold the District of Columbia and its officials, officers, agents, and employees, the Department and its consultants, representatives, agents, servants and employees harmless against any and all claims or liability, damages, fines, penalties, third party claims, suits, awards, actions, causes of action or judgments, including but not limited to reasonable attorney's fees and costs incurred thereunder, arising from or based on the violation of any such law, code, regulation, codes or industry standards, order or decree in performance of the Contract services whether by the Architect-Engineer, an employee or agent of the Architect-Engineer, any person, firm or corporation employee engaged by the Architect-Engineer or contractually associated with the Architect-Engineer in the performance of or in connection with the Services contemplated or performed under the Contract.. If the Architect-Engineer breaches the terms of this Contract, including the solicitation, letter contract, standard contract provisions, directives, specifications, manufacturer's specifications, and the RFP, the Architect-Engineer shall indemnify and hold the Department and its consultants, representatives, agents, servants and employees harmless against any damages, fines, penalties, claims, suits, awards, actions, causes of action or judgments, including but not limited to reasonable attorney's fees and costs incurred thereunder, that result from such breach.
- B. Professional Services.** To the fullest extent permitted by law, the Architect-Engineer shall defend, 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 reasonable attorneys' fees, arising out of or resulting from performance of the services, 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 Architect-Engineer, a consultant or 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.

- C. Non-Professional Services.** In addition, other than claims arising out of the performance of professional services, the Architect-Engineer shall defend, indemnify and hold harmless the Department, its representatives, consultants, officers, agents, servants and employees, from and against claims, liabilities, demands, losses, damages, judgments, costs, or expenses, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent such claims are caused by acts or omissions of the Architect-Engineer, a consultant or 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 or arising out of the Contract services, provided that, such claims arise out of non-professional services required under the Contract.
- D. Third Party Disputes.** Disputes between the Architect-Engineer and any subcontractors, material suppliers, or any other third parties over payments allegedly owed by the Architect-Engineer to a third party shall be resolved exclusively between the Architect-Engineer and the third party; the Architect-Engineer shall permit no pass-through suits to be brought against the District by a third party in the Architect-Engineer's name. However, nothing herein shall be construed to prevent the Architect-Engineer from paying a subcontractor's claim and seeking a timely equitable adjustment hereunder.

ARTICLE 18. SUBCONTRACTORS AND/OR OUTSIDE ASSOCIATES AND CONSULTANTS

- A. Prior Consent Required.** Except as otherwise provided in this Section 18 (A), the Architect-Engineer shall not delegate or enter into any Subcontracts for the performance of its obligations under the Contract, in whole or in part, without on each occasion obtaining the prior written consent of the Contracting Officer. Any subcontractors and/or outside associates or consultants required by the Architect-Engineer in connection with the Services covered by the Contract shall be limited to such individuals or firms as were specifically identified in the Architect-Engineer's written proposal and approved by the District during negotiations. Any proposed changes in such subcontractors, associates, or consultants shall be subject to the prior written approval of the Contracting Officer.
- B. Requests.** The Architect-Engineer shall submit to the Contracting Officer copies of all proposed subcontract(s) to be entered into by the Architect-Engineer, along with the Architect-Engineer's written request for the District's consent. All such subcontracts must specify that:
1. work performed by the subcontractor shall be in accordance with the terms of the Contract;
 2. nothing contained in such subcontract shall be construed to impair the rights of the District under the Contract;
 3. the District's consent to or approval of any subcontract shall not create any obligation of the District to any subcontractor;
 4. nothing contained in such subcontract, or under the Contract, shall create any obligation of the District to any subcontractor;
 5. the District shall be expressly designated a third party beneficiary of the subcontract;
 6. upon request by the District (at the District's sole option) and upon receipt of written notice from the District stating that the Contract between the District and the Architect-Engineer has been

terminated, the subcontractor agrees that it will continue to perform its obligations under the subcontract for the benefit of the District in accordance with the terms and conditions of the Contract, provided the District pays the subcontractor for the services rendered and materials provided by the subcontractor from and after the date of the termination of the Contract between the District and the Architect-Engineer at the same rate or in the same amount as set forth in the subcontract for services and materials after such date of termination;

7. the subcontractor shall be bound by the same requirements as the Architect-Engineer including confidentiality, maintenance and preservation of records, and audit by government representatives, under the Contract; and
8. the subcontractor agrees (i) to assign and transfer to the District all of its rights to sales and use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with the subcontract or the Contract, (ii) that, other than as directed by the District, it will not file a claim for refund for any sales or use tax which is the subject of this assignment; and (iii) that the District, in its own name or in the name of subcontractor, may file a claim for a refund of any sales or use tax covered by the assignment.

C. No Relief of Obligations. No permitted subcontract shall relieve the Architect-Engineer of any obligation under the Contract. The Architect-Engineer shall be as fully responsible for the acts and omissions of its subcontractors or persons either directly or indirectly employed by them, as it is for the acts and omissions of the Architect-Engineer or persons directly or indirectly employed by the Architect-Engineer.

D. No Effect. Any purported subcontract in violation of this Section or of any other section in the Contract shall be of no force and effect.

E. Right to Reject. The District may, in its sole discretion, reject any or all bids and proposals received by the Architect-Engineer from any subcontractor for any portion of the services, and may require the Architect-Engineer to obtain new or revised bids or proposals or subcontractors.

F. Incorporation by Reference. Any agreement the Architect-Engineer makes with a subcontractor, outside associate or consultant shall incorporate specifically or by reference thereto, each and every provision of the Contract, these Standard Contract Provisions, the Attachment(s) and Appendices hereto, and if applicable, the District's Standard Contract Provisions for Construction Contracts.

ARTICLE 19. WAIVER

No waiver by the District or the Architect-Engineer of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the District or the Architect-Engineer be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the District or the Architect-Engineer, as applicable, in writing.

ARTICLE 20. PATENTED AND PROPRIETARY ITEMS

- A. Prior Approval Required.** The Architect-Engineer shall not, without the prior written approval of the Contracting Officer, specify for the Project, or necessarily imply the required use of any article, product, material, fixture or form of construction, the use of which is covered by a patent, or which

is otherwise exclusively controlled by a particular firm or group of firms.

- B. Indemnity.** The Architect-Engineer shall be liable to and hereby agrees to defend, indemnify and hold harmless the District against any claim, action cost or judgment against the District for patent infringement, trademark violation, copyright violation or infringement of rights in technical data, in any systems, graphs, charts, designs, drawings or specifications furnished by the Architect-Engineer in the performance of the Contract.

ARTICLE 21. TRANSFER OR ASSIGNMENT OF CONTRACT

- A. Prior Consent Required.** Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Architect-Engineer to any other party without the written consent of the Contracting Officer; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the District may for such cause terminate the Contract for default and terminate the right of the Architect-Engineer to proceed in the same manner as provided in Article 8.B. herein, and the Architect-Engineer shall be liable to the District for any excess cost occasioned the District thereby.
- B. Monies.** The Architect-Engineer shall not assign any right to any monies to be paid under the Contract, without on each occasion obtaining the prior written consent of the Contracting Officer. In no case shall approval by the District of the assignment of any monies to be paid under the Contract relieve the Architect-Engineer from its obligations hereunder or change the remaining terms of the Contract. Any purported assignment in violation of this Article shall be of no effect.
- C. Applicability in Case of Bankruptcy or Insolvency.** A receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings shall comply with the requirements set forth in the Standard Contract Provisions.
- D. Obligation of Architect-Engineer.** The Architect-Engineer acknowledges that the Services are the obligation of the Architect-Engineer and the District shall have no obligation to accept performance by a third party without the Contracting Officer's prior and express written consent.
- E. Failure to Obtain Consent.** Failure to obtain the previous written consent of the Contracting Officer to such an assignment, transfer or conveyance, shall justify, at the option of the Contracting Officer, the revocation and annulment of the Contract. The District shall thereupon be relieved and discharged from any further liability and obligation to the Architect-Engineer, his assignees or transfers, and the Architect-Engineer and his assignees shall forfeit and lose all monies theretofore earned under the Contract, except so much as may be required to pay the Architect-Engineer's employees.
- F. Assignment by the District.** This Contract may be assigned by the District to any corporation, agency or instrumentality of the District having authority to accept such assignment.

ARTICLE 22. QUALIFICATIONS

- A. Signatory Authority and Qualifications.** The Architect-Engineer hereby warrants that the signature or signatures herein before affixed are duly authorized further the Architect-Engineer warrants as a true statement any and all statements of qualification with respect to but not limited to professional status premises, employees experience and financial standing such as may be set forth in documents furnished by the Architect-Engineer or required by the District for the purpose of securing the District's consent to enter into the Contract. Misrepresentation shall be

cause for termination for default of the Contract and such other action as may be appropriate including with limitation suspension and debarment and civil or criminal penalties.

- B. Good Standing.** If the Architect-Engineer is an entity, the Architect-Engineer is either: (1) a not-for-profit corporation or other entity determined to be tax exempt pursuant to section 501(c) of the Internal Revenue Code by the Internal Revenue Service; or (2) a business corporation, partnership or other business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization. The Architect-Engineer shall also be duly licensed, qualified and in good standing in the District of Columbia. The Architect-Engineer's loss of good standing is grounds for Termination for Default without liability upon the Department.
- C. Authority to Act.** The Architect-Engineer has full legal power and authority to enter and perform the Contract and provide the Services without resulting in a default under or a breach or violation of (1) the Architect-Engineer's certificate or articles of incorporation or bylaws or other organizational documents, if applicable; (2) any applicable law, or any license, permit or other instrument or obligation to which the Architect-Engineer is now a party or by which the Architect-Engineer may be bound or affected; and (3) the Architect-Engineer's tax exempt status, if applicable.
- D. Legal Obligation.** The Contract has been duly authorized, executed and delivered by the District and the Architect-Engineer, by and through persons authorized to execute the Contract on their respective behalf, and constitutes the legal, valid and binding obligation of the District and the Architect-Engineer, enforceable against the District and the Architect-Engineer in accordance with its terms.
- E. No Litigation Preventing Performance.** There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against the Architect-Engineer, its properties or business, or any individuals acting on the Architect-Engineer's behalf, including, without limitation, subcontractors, which seek to enjoin or prohibit the Architect-Engineer from entering into or performing its obligations under the Contract.
- F. Requisite Licensure and Qualifications.** The Architect-Engineer and all of the entities and individuals acting on the Architect-Engineer's behalf, including, without limitation, consultants and subcontractors, in connection with the Services under the Contract, possess and, at all times during the term of the Contract, shall possess all licenses, certifications, qualifications, or other credentials as required in accordance with all applicable laws, regulations and the terms of the Contract, to perform the Services. The Architect-Engineer shall provide the District with copies of all licenses, credentials, and/or certifications specified in this Section within five (5) days of request by the District.

ARTICLE 23. ARCHITECT-ENGINEER'S WARRANTY AGAINST DEBARMENT

The Architect-Engineer certifies that it is not currently (i) debarred, suspended or excluded, (ii) a party to a voluntary exclusion agreement, or (iii) otherwise enjoined from submitting bids or proposals on contracts for the type of services covered by the Contract, nor is the Architect-Engineer an agent of any person or entity that is currently so debarred, suspended, excluded or otherwise enjoined.

ARTICLE 24. RECOVERY OF DEBTS OWED THE GOVERNMENT

The Architect-Engineer hereby agrees that the Department may use all or any portion of any payment, consideration or refund due the Architect-Engineer under the Contract to satisfy, in whole or part, any debt due the District.

ARTICLE 25. ADMINISTRATIVE LIQUIDATED DAMAGES

In addition to any other liquidated damages provided for in the Contract, the Architect-Engineer hereby agrees that the Government may assess administrative liquidated damages for the Architect-Engineer's failure to submit when due any deliverable required by the Contract. Unless otherwise prescribed by the Contracting Officer, the rate of the administrative liquidated damages shall be \$250 per day until the required deliverable is received and accepted by the Department. The Department's remedies for failure to comply with the Contract terms and conditions are cumulative and not exclusive. Nothing herein shall be construed to limit the Department's ability to terminate the Architect-Engineer for the failure to submit Contract deliverables when due.

ARTICLE 26. FORCE MAJEURE

If the Architect-Engineer, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Contract, the Architect-Engineer may be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Contract by reason of Force Majeure, within 72 hours of the occurrence or event, the Architect-Engineer must provide the Contracting Officer written notice of its inability to perform as well as a description of the Force Majeure and its effect on Contract performance. The Contracting Officer will have the right to cause the inspection of the work site to determine the validity of the Architect-Engineer's assertion of its inability to perform. If the Contracting Officer agrees that the Architect-Engineer is wholly or partly unable to perform its obligations under the Contract a decision will be issued indicating the extent to which the Architect-Engineer is excused from its performance obligations. In no event will the Contractor be entitled to money damages from the Department due to Force Majeure.

Attachment H

CONTRACTOR'S LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE NAME

FIRM/ORGANIZATION

CONTRACTOR'S LETTERHEAD

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, _____, THE AUTHORIZED REPRESENTATIVE OF _____, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THT THE CONTRATOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001 Washington, DC 20001
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.	
Section A – TYPE OF REPORT	
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)	
Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
1. Total number of reports being filed by this Company. _____	
Section B – COMPANY IDENTIFICATION (To be answered by all employers) OFFICIAL	
OFFICIAL USE ONLY	
1. Name of Company which owns or controls the establishment for which this report is filed	
Address (Number and street)	City or Town
Country	State
Zip Code	
b. Employer Identification No.	a.
2. Establishment for which this report is filed.	
OFFICIAL USE ONLY	
a. Name of establishment	
Address (Number and street)	City or Town
Country	State
Zip Code	
b. Employer Identification No.	c.
3. Parent of affiliated Company	
a. Name of parent or affiliated Company	b. Employer Identification No.
Address (Number and street)	City or Town
Country	State
Zip Code	
Section C - ESTABLISHMENT INFORMATION	
1. Is the location of the establishment the same as that reported last year?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	2. Is the major business activity at this establishment the same as that reported last year?
Did not report last year	<input type="checkbox"/> Yes <input type="checkbox"/> No
Report on combined basis	No report last year
Reported on combined basis	OFFICIAL USE ONLY
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.	
e.	
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION D – EMPLOYMENT DATA

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment Including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
				MALE				FEMALE				
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employ reported in previous report												
(The trainee below should also be included in the figures for the appropriate occupation categories above)												
Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											
1. How was information as to race or ethnic group in Section D obtained? a. Visual Survey c. Other Specify _____ b. Employment Record _____						2. Dates of payroll period used 3. Pay period of last report submitted for this establishment. _____						
Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.												
Section F - CERTIFICATION												
Check 1. > All reports are accurate and were prepared in accordance with the instructions (check on consolidated only) One 2. > This report is accurate and was prepared in accordance with the instructions.												
Name of Authorized Official				Title		Signature			Date			
Name of person contact regarding This report (Type of print)				Address (Number and street)								
Title				City and State		Zip Code		Telephone		Number Extension		

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE DIVISION

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.		
BID NO. _____	CCB NUMBER: _____ of _____ pages	
NOTE: the standard for minority subcontracting is 25% or the TOTAL contract dollar amount to be subcontracted.	AMOUNT OF PRIME CONTRACT \$ _____ AMOUNT OF ALL SUBCONTRACTS: \$ _____ equals _____ % OF THE PRIME CONTRACT.	
NAME OF PRIME CONTRACTOR: TELEPHONE NO. _____	ADDRESS: _____	
PROJECT NAME: ADDRESS: _____ _____ WARD NO: _____	PROJECT DESCRIPTIONS: _____	
SECTION II LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT		
1. NAME OF SUBCONTRACTOR 2. ADDRESS 3. CONTACT PERSON 4. MBOC CERT. NO. _____ 5. PHONE NO. _____	1. IS THIS A MINORITY SUB? ____ YES ____ NO 2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.	1. \$ AMOUNT OF-SUBCONTRACT equals (=) 2. _____ % (percent) OF TOTAL PRIME CONTRACT.
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO 'MINORITY BUSINESS ENTERPRISES \$ _____

PERCENT OF PRIME CONTRACT. _____ %

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	Black	Asian	American Indian	Hispanic	Black	Asian	American Indian	Hispanic	
Officials and Managers									
Professionals									
Technicians									
Sales Workers									
Office and Clerical									
Craftsman (Skilled)									
Operative (Semi-Skilled)									
Laborers (Unskilled)									
Service Workers									
TOTAL									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:						TELEPHONE NO:		DATE:	
<p>INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION"</p> <p>_____ Yes _____ No</p> <p>NAME:</p> <p>ADDRESS:</p> <p>TYPE OF ACCOUNT/S:</p>									

Attachment I



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT FOR
NON CONSTRUCTION CONTRACTS ONLY**



GOVERNMENT-ASSISTED CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: _____

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____

TELEPHONE NUMBER: _____ Email: _____

TOTAL CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AMOUNT: _____

CONTRACT NAME: _____

CONTRACT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTRACT START DATE: _____ CONTRACT END DATE: _____

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: _____ DATE: _____

☐ CONTRACT ☐ GRANT ☐ LOAN ☐ TAX ABATEMENT OR EXEMPTION ☐ LAND
TRANSFER ☐ LAND DISPOSITION ☐ DEVELOPMENT AGREEMENT ☐ TAX INCREMENT
FINANCING ☐ ANY ADDITIONAL LEGISLATION, IF YES _____

D.C. CODE#

BASE YEAR ☐ OPTION YEAR: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ (**SELECT CONTRACT YEAR**)

DESCRIPTION OF WORK: _____

EMPLOYER INFORMATION

EMPLOYER NAME: _____

EMPLOYER ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____

CONTACT PERSON: _____

TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

CERTIFIED BUSINESS ENTERPRISE CERTIFICATION NUMBER: _____

D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____

ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME

CONTRACTOR: _____

NONPROFIT ORGANIZATION WITH 50 EMPLOYEES OR LESS: YES ☐ No ☐

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2-219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431 is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

Pursuant to this Agreement, the EMPLOYER, which includes all contractors and subcontractors, shall meet the following requirements:

Employer shall hire 51% District of Columbia residents (DC residents) for all new jobs created by the Contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship

Council.

EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires for all new jobs created by the Government Assisted Project or Contract (Contract).

The Parties agree to the terms and conditions of the Agreement as follows:

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

- A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.
- B. **Beneficiary** means:
 - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Contract for which the beneficiary is required to use the First Source Register.
 - 2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
 - 3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that is awarded a government-assisted Contract totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government-assisted Project or Contract totaling \$300,000.00 or more, including all individual contractor and subcontractor entities at any tier, who performed work on the Project or Contract.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.
- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.

- I. **Government-assisted Project or Contract (Contract)** means any construction or non-construction Project or Contract receiving funds or resources, valued at \$300,00 or more, from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.
- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
 2. A participant of the Temporary Assistance for Needy Families program;
 3. A participant of the Supplemental Nutrition Assistance Program;
 4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
 5. Unemployed for six (6) months or more in the last 12-month period;
 6. Homeless;
 7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
 8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.
- K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **New Hire:** New employee hired by EMPLOYER to work on the government assisted Contract or Project for the new job created.
- N. **Transfer:** Existing employees EMPLOYER who has already worked for company and has been moved from one contract to another contract.
- O. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of new positions that will be created as a result of the contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the contracted hire dates;

2. A roster of all current employees to include the name, affirmation of DC residence (check mark), and Ward, including apprentices, trainees, and transfers from other projects or contracts, who will be employed on the Contract;
3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the Contract and the total number of full-time and part-time salaried employees that will be District residents;
4. A projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees who are District residents;
5. A timetable outlining the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;
6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;
10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Contract or Project;
11. A strategy to ensure that DC residents who work on the Contract or Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Contract or Project to the next;
12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and
13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the EMPLOYER'S general DC resident hiring practices on projects or contracts completed within the last 2 years.

- P. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.
- Q. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.
- R. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Contract start date. No work associated with the relevant Contract can begin until the Agreement has been accepted by DOES.
- B. The EMPLOYER shall require all contract Employers with contracts or subcontracts, under a contract receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. Agreement will take effect once beneficiary/Employer been awarded a contract and has started work on the government assisted contract and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the contract and until such as construction is complete and a certificate of occupancy is issued.
- E. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the contract and sign a revised First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.
- F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Contract (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Contract as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- H. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Contract a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

- I. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.
- J. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- K. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.
- L. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The Employer shall complete a Revised Employment Plan that will include the information outlined in Section I.O.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org for a minimum of 10 calendar days. Should Employer need assistance posting job vacancies, Employer may contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall notify DOES of all new jobs created for the Contract within at least seven (7) business days (Monday - Friday) of the EMPLOYER'S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- E. The EMPLOYER shall submit to DOES, prior to commencing work on the Contract, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Contract. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.C.
- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

- A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, EMPLOYER shall still be required to meet the First Source hiring requirements for all new jobs created by the Contract.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER with Contracts receiving government assistance valued at \$300,000 or more shall hire DC residents for at least 51% of all new jobs created by the contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, payroll records and any other

documents required by DOES for reporting and monitoring.

- C. EMPLOYER shall submit to the Department of Employment Services each month from the start of the contract a hiring compliance report for the contract that includes the following Contract Compliance data:
1. Number of new job openings created/available;
 2. Number of new job openings listed with DOES, or any other District Agency;
 3. Number of DC residents hired for new jobs;
 4. Number of employees transferred to the Contract;
 5. Number of DC residents transferred to the Contract;
 6. Direct or indirect labor cost associated with the Contract;
 7. Each employee's name, job title, Social Security Number, hire date, residence, and referral source;
 8. Number of apprenticeship hours worked;
 9. Number of apprenticeship hours worked by DC residents; and
 10. Workforce statistics throughout the entire Contract tenure.
- D. Monthly, EMPLOYER must electronically submit the Contract Compliance data to DOES. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:
1. Document in a report to DOES its compliance with the hiring percentage requirements for all new jobs created by the Contract and the percentages of DC residents employed in all Job Classifications, for each area of the Contract; or
 2. Submit to DOES a request for a waiver of the hiring percentage requirements for all new jobs created by the Contract that will include the following documentation:
 - a. Documentation supporting EMPLOYER'S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive the hiring percentage requirements for all new jobs created by the Contract, and/or the required percentages of DC residents in all Job Classifications areas on the Contract, if DOES finds that:
1. DOES certified that Beneficiary or EMPLOYER demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or
 2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or
 3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and
 4. DOES certified that there are insufficient numbers of DC residents in the labor market

possessing the skills required by the EMPLOYER for the positions created as a result of the Contract.

5. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.

C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the Employer for the positions created as a result of the Project;
2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;
3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;
4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;
5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
7. Whether the EMPLOYER interviewed employable candidates;
8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
12. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Contract sites, employees, and documents.
- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.

- C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Contracts as authorized by law. DOES will:
 - 1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.
 - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.
 - 3. Make regular site visits to determine if the EMPLOYER or Subcontractor's workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 - 5. Conduct desk reviews of *Monthly Compliance Reports*.
 - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.
 - 7. Monitor and complete statistical reports that identify the overall Contract, Employer, contractor, and subcontractors' hiring.
 - 8. Provide formal notification of non-compliance with the required hiring or any alleged breach of the First Source Law to all contracting agencies, and stakeholders.

X. PENALTIES

- A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the beneficiary fail to meet the hiring requirements.
- B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Contracts for a period of five (5) years.
- C. Appeals of violations or fines will be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Contract throughout the duration of the Contract.

By:

EMPLOYER Senior Official (Print)

Date

EMPLOYER Senior Official (Signature)

Name of Company

Address

Telephone

Email

Signature Department of Employment Services

Date

Attachment J

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Official Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employee wages at no less than the current living wage rate.

Effective January 1, 2020 until June 30, 2020, the living wage rate is \$14.65 per hour.

Effective July 1, 2020, the living wage rate and the minimum wage rate are \$15.00 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to "File a Claim" tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

THE LIVING WAGE ACT OF 2006

D.C. Official Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2020 until June 30, 2020, the living wage rate is \$14.65 per hour.

Effective July 1, 2020, the living wage rate and the minimum wage rate are \$15.00 per hour.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreements results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 4058 Minnesota Avenue, NE, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

Attachment K

PAST PERFORMANCE EVALUATION FORM
DCAM-21-AE-0005 - (RFP)
Ward 8 Senior Wellness center

(Check appropriate box)

OFFEROR _____

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name and Title of Evaluator: _____
2. Signature of Evaluator: _____
3. Name of Organization: _____
4. Telephone Number of Evaluator: _____
- E-mail address of Evaluator: _____
5. State type of service received: _____
6. State Contract Number, Amount and Period of Performance _____
7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and -contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

Attachment L



SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects** (**agency contracts** & **private project with District subsidy**) over \$250,000, shall require at least 35% of the amount of the contract (total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options & extensions, it can only be amended with DSLBD's consent.

SUBMISSION OF SBE SUBCONTRACTING PLAN:

▲ For **agency** solicitations - submit to agency with bid/proposal.

▲ For **agency** options & extensions - submit to agency before option or extension exercised.

▲ For **private projects** - submit to DSLBD, agency project manager and District of Columbia Auditor, with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by a SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs and CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.**

EXEMPTION: If the **Beneficiary (Prime Contractor or Developer)** is a CBE and will perform the ENTIRE **government-assisted project** with its *own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE is not required to subcontract 35% to SBEs.

BENEFICIARY (✓ which applies ☐ Prime Contractor or ☐ Developer) INFORMATION:

Company: _____ Contact # _____ Email address: _____

Street Address: _____

✓ all that applies, Company is:

☐ a SBE ☐ a CBE ☐ CBE Certification Number: _____

☐ WILL perform the ENTIRE agency contract or private project with its own organization and resources

☐ WILL subcontract a portion of the agency contract or private project

Company's point of contact for agency contract or private project:

Point of Contact: _____

Title: _____

Contact # _____

Email address: _____

Street Address: _____

GOVERNMENT-ASSISTED PROJECT (✓ which applies ☐ Agency Contract or ☐ Private Project) INFORMATION:

AGENCY SOLICITATION

Solicitation Number _____

Solicitation Due Date: _____

Agency : _____

Total Dollar Amount of Contract: \$ _____

**Design-Build must include total contract amount for both design and build phase of project.*

35% of Total Dollar Amount of Contract: \$ _____

Total Amount of All SBE/CBE subcontracts: \$ _____
(include every lower tier)

PRIVATE PROJECT

District Subsidy: _____

Agency Providing Subsidy: _____

Amount of District Subsidy: _____

Date District Subsidy Provided: _____

Project Name: _____

Project Address: _____

Total Development Project Budget: \$ _____
(include pre-construction and construction costs)

35% of Total Development Project Budget: \$ _____

Total Amount of All SBE/CBE subcontracts: \$ _____
(include every lower tier)

SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____
Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$_____			SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____
✓ <i>all that applies</i> , Subcontractor is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____
Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$_____			SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____
✓ <i>all that applies</i> , Subcontractor is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification # _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			

I _____, _____ of _____, swear or affirm the above is true and accurate
 (Name) (Title) (Prime Contractor/ Developer)

 (Signature)

 (Date)

Complete additional copies as needed.



☐ **AGENCY CONTRACTING OFFICER'S USE ONLY** OR ☐ **AGENCY PROJECT MANAGER'S USE ONLY**
(✓ which applies. Only one option should be selected.)

AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____ Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Contract Amount: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ (include every tier) (✓ if applies) <input type="checkbox"/> Base Period Contract -- Option/Extension Period: _____ <input type="checkbox"/> Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ <input type="checkbox"/> Design-Build --Date of Guaranteed Contract: _____ <input type="checkbox"/> Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its own organization and resources and NOT subcontract any portion of services or goods.	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____ Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ (include pre-construction and construction costs) 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ (include every lower tier) <input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods.

☐ **AGENCY CONTRACTING OFFICER'S AFFIRMATION** OR ☐ **AGENCY PROJECT MANAGER'S AFFIRMATION**
(✓ which applies)

The Below Agency Contracting Officer or Agency Project Manager Affirms the following (✓ to affirm):

- ☐ If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification;
- ☐ The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing;
- ☐ **FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.

Name of Agency Contracting Officer or Agency Project Manager

Title of Agency Contracting Officer or Agency Project Manager

Signature

Date