

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES

ARCHITECTURAL-ENGINEERING SERVICES
LOGAN ELEMENTARY SCHOOL & FRANCIS-STEVENSON EDUCATION CAMPUS

Solicitation #: DCAM-14-AE-0068

Addendum No. 3
Issued: December 22, 2014

This Addendum Number 03 is issued by e-mail on December 22, 2014. Except as modified hereby, the Request for Proposals (“RFP”) remains unmodified.

Item #1

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

Item #2

Requests for Information: Below is a list of questions received and the Department’s responses.

1. Please clarify insurance requirements (G.1.3) for Errors and Omissions. Can it be decreased to \$2 million instead of the noted \$5 million? **Response: The Department will evaluate this request after the Project is awarded.**

Item #3

The bid date remains unchanged. Proposals are due by **December 30, 2014 at 2:00 pm EST.** Proposals that are hand-delivered should be delivered to the attention of: Courtney Washington, Contract Specialist, at **Frank D. Reeves Center, 2000 14th Street, NW, 8th floor, Washington, DC 20009.**

- End of Addendum No. 3 -

**AGREEMENT FOR
ARCHITECTURAL/ENGINEERING SERVICES**

BY AND BETWEEN

**DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

AND

[SELECTED OFFEROR]

[NAME OF AWARDED SCHOOL]

CONTRACT NUMBER: DCAM-14-AE-0068[]

**AGREEMENT BETWEEN DEPARTMENT OF GENERAL SERVICES AND
ARCHITECT FOR ARCHITECTURAL/ENGINEERING SERVICES
[NAME OF AWARDED SCHOOL]
DCAM-14-AE-0068[]**

THIS AGREEMENT (“Agreement”) is made by and between the **DISTRICT OF COLUMBIA GOVERNMENT**, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “DGS” or the “Department”) and **[OFFEROR]**, being duly organized under the laws of the **[JURISDICTION OF ORGANIZATION]**, and with a place of business at **[ADDRESS]** (the “Architect”).

WITNESSETH:

WHEREAS, the Department desires to proceed with the selective renovation of **[NAME OF SCHOOL]**, located at **[ADDRESS]** (the “Project School”) as outlined on **Exhibit A** (the “Summer Work”);

WHEREAS, the Department desires to engage an architect to prepare construction documents for the Summer Work at the Project School for construction during the summer of 2015 and completion no later than August 14, 2015 (the “Project”);

WHEREAS, the Department desires that the Architect prepare and submit to the Department the various design deliverables required by Section 1.6.1 of this Agreement by the date specified in such Section;

WHEREAS, the Architect wishes to provide the services necessary to develop construction documents for the Summer Work consistent with the Department’s schedule and budget requirements for the Project;

WHEREAS, the Department intends to engage a builder (the “Construction Manager”) to construct for the Summer Work during the approximately eight (8) week period from mid-June through mid-August 2015. The Summer Work must be substantially complete no later than August 14, 2015.

WHEREAS, the Department has retained the services of a Program Manager (the “Program Manager”) to advise it concerning the Project; and

NOW, THEREFORE, the Department and Architect, for the consideration set forth herein, mutually agree as follows.

ARTICLE 1
GENERAL PROVISIONS

Section 1.1 Relationship of Parties. The Architect accepts the relationship of trust and confidence established with the Department by this Agreement, and covenants with the Department to furnish the Architect's reasonable skill and judgment and to cooperate with the Program Manager in furthering the interests of the Department. The Architect shall use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Department. The Department shall endeavor to promote harmony and cooperation among the Department, Architect/Engineer, Program Manager, and other persons or entities employed by the Department for the Project.

Section 1.2 Project Description. As a general description, the Project involves renovation of select spaces in the Project School as described on **Exhibit A.**

Section 1.3 Program Manager. At its discretion, the Department may hire a Program Manager (or "PM") to provide certain program management functions. The Program Manager shall, at all times, be acting solely for the benefit of the Department, not the Architect. The Program Manager shall not be authorized to modify any of the rights or obligations of the Department or the Architect pursuant to this Agreement, or to issue Change Orders or Change Directives. **The Architect hereby acknowledges and agrees that only a duly authorized contracting officer shall have the authority to issue Change Orders or Change Directives on the Department's behalf. As of the date that this Agreement is signed, the Department's duly authorizing contracting officers are Brian J. Hanlon and JW Lanum.**

Section 1.4 General Description of Architect's Duties. In general, the Architect shall provide a full range of design services necessary to develop the design for the Project that is consistent with the Department's programmatic, budgetary and schedule requirements for the Project, and to produce the required deliverables. Without limiting the generality of the foregoing, the Architect shall provide those services described in Articles 2 and 3, including those necessary to develop and submit any deliverables set forth therein. The services to be provided under Article 2 constitute the design phase services to be performed by the Architect (the "Design Phase Services"). The services to be provided under Article 3 constitute the construction phase services to be provided by the Architect (the "Construction Phase Services").

Section 1.5 Delivery Method. The Owner intends to use a Construction Management delivery method for this Project. The Architect understands and agrees that the Owner intends to engage a Construction Manager after the execution of this Agreement once the Architect has prepared construction documents for the Project. The Department expects that the Construction Manager will put the construction documents out to bid with trade subcontractors and provide a GMP proposal based on the trade bids. Value engineering (if required) will occur following the trade bidding. Assuming that the GMP is acceptable, the Owner intends to enter into a construction management agreement with the Construction Manager for the Project. The

Architect will remain under contract with the Owner and will be required to provide construction administration services during the construction period.

Section 1.6 Schedule. The Architect shall provide the Design Phase Services and Construction Phase Services in accordance with the schedule set forth below. The Architect understands that this may require the preparation of multiple bid packages and acknowledges that its pricing includes sufficient funding to meet the milestone schedule outlined in Section 1.6.1 and to accommodate the division of the work into multiple packages and the coordination issues associated with such a delivery method.

Section 1.6.1 Design Phase Schedule. During the Design Phase, the Architect shall provide those services and deliverables set forth in Article 2 in accordance with the schedule set forth below:

- .1 Submission of Concept Design: February 6, 2015;
- .2 Submission of Progress Print: week of February 20, 2015;
- .3 Submission of Permit Set: March 4, 2015; and
- .4 Submission of Permit Set: March 18, 2015; and

Section 1.6.2 Construction Phase Schedule. During the Construction Phase, the Architect shall provide those services set forth in Section 3.

Section 1.6.3 Time is of the Essence. Time is of the essence in the performance of the Architect's obligations under this Agreement. The Architect acknowledges that the timely completion of the various design phases is essential to the timely bidding of the design development documents with trade subcontractors, to the formation and approval of the GMP, and ultimately to the completion of the Project. The Architect further acknowledges that delay in the completion of the design will cause the Department to incur additional costs in the form of acceleration of the construction of the work and expediting of necessary materials and supplies, the costs of which may be difficult to ascertain. Accordingly, in the event that the Architect fails to provide any required deliverable by the deadline set forth in Section 1.6.1 of this Agreement and unless excused by an event of force majeure or the failure of the Department to take any action in a timely manner, the Architect shall pay to the Department the sum of One Thousand Dollars (\$1,000) as liquidated damages and not a penalty, for each calendar day that any given deliverable is late in order to compensate the Department for the additional costs it will incur in accelerating the work to meet the required Substantial Completion Date; provided, however, that the Architect shall have a cumulative (i.e., not per deliverable) five (5) calendar day grace period before any such liquidated damages are assessed.

Section 1.7 Department's Representative. The Department's representative for this Project shall be:

Brian J. Hanlon
Director

Department of General Services
2000 14th Street, NW
Washington, DC 20008

Although day-to-day communications with the Architect shall be routed through the Program Manager, only the individual specified in this Section 1.7 shall have the authority to alter the terms of this Agreement; provided, however, that JW Lanum, Associate Director – Contracts & Procurement shall have the authority to act on behalf of the Department with respect to matters with value up to \$100,000. Without limiting the generality of the foregoing, **it is understood and agreed that the Program Manager shall not have the authority to: (i) increase the Architect’s fee or the not-to-exceed amount established herein; (ii) authorize any additional work; or (iii) increase the overall Project budget or the specified design-to-budgets.**

Section 1.8 Architect’s Representative. The Architect representative for this Project shall be:

[ARCHITECT’S REPRESENTATIVE]

The Architect hereby represents and agrees that the representative specified in this Section 1.8 has the full legal authority to bind the Architect and to agree to changes to the terms of this Agreement.

Section 1.9 Project Budget. The Architect has been advised that the Government of the District of Columbia has set aside \$3 million (such amount, the “Budget”) to complete the Summer Work (hard costs, FF&E, permit costs, and builder fees and general conditions) and that any increases to such Budget must be approved by the Department’s Budget Representative. As used herein, the term “Budget Representative” shall mean the Department’s Director or its Deputy Director – Capital Construction. Any increase to the Budget shall only be effective if such authorization is signed by the Budget Representative. For the avoidance of doubt and as more fully set forth herein, the Architect further understands and agrees that it will manage its work in accordance with the Design-to-Budget Requirements set forth herein.

ARTICLE 2 **DESIGN PHASE SERVICES**

Section 2.1 The Architect shall provide the professional services required by this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

Section 2.1.1 Key Personnel. Attached as **Exhibit B** is a list of the key personnel and the role played by each that will be assigned by the Architect and its principal consultants to this Project. The Architect understands that the Department selected the Architect based in large part on the key personnel proposed to staff this Project, and as such, the Architect agrees that the Architect will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. In the event that any of the key personnel become unavailable to the work on this Project for reasons beyond the control of the Architect or its principal consultants (i.e. due to retirement, resignation, etc.), the Architect shall propose a substitute for any such individual and obtain the Department's consent to such substitute.

Section 2.1.2 Those members of the Architect's key personnel subject to the liquidated damages provisions of this Agreement shall be identified in **Exhibit B** as subject to the liquidated damages provisions. In the event there is no delineation in **Exhibit B** of those members of the Architect's key personnel subject to the liquidated damages provisions of this Agreement, then all of the Key Personnel shall be subject to the liquidated damages provisions of this Agreement. In each instance where the Architect removes or reassigns one of the key personnel listed in **Exhibit B** as being subject to liquidated damages (but excluding instances where such personnel become unavailable due to death, disability or separation from the employment of the Architect or any affiliate of the Architect) without the prior written consent of the Department's Designated Representative, the Architect shall pay to the Department the sum of Ten Thousand dollars (\$10,000) as liquidated damages and not a penalty, to reimburse the Department for its administrative costs arising from the Architect'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 Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Architect in the event that a member of the key personnel has been removed or replaced by the Architect without the consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the Architect, the Department shall have the right to enforce the terms of this Agreement and to keep-in-place those members of the Architect's team not removed or replaced and the remaining members shall complete the services required under this Agreement in conjunction with the new members of the Architect's team approved by the Department.

Section 2.2 Except with the knowledge and consent of the Department's Designated Representative, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

Section 2.3 The Architect shall manage the Architect's services, consult with the Department, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Department. The Architect shall review the Department's Program and other information furnished by the Department, and shall review laws, codes, and regulations applicable to the Architect's services.

Section 2.4 The Architect shall coordinate its services with those services provided by the Department and the Department's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Department and the Department's consultants. The Architect shall provide prompt written notice to the Department if the Architect becomes aware of any error, omission or inconsistency in such services or information.

Section 2.5 Upon request of the Department, the Architect shall make periodic presentations to explain the design of the Project to representatives of the Department and to others in support of the Department's efforts for the Project. The Architect understands and agrees that this obligation will require the Architect to participate in briefings of the affected Parent Teacher Association, neighbors, community organization, community leaders and District government officials as identified by Department. Without limiting the generality of the foregoing, the Architect understands and agrees that it shall be required to meet at least once a month with the School Improvement Team for the duration of the Project and that such meetings are likely to be more frequent during key aspects of the design process.

Section 2.6 The Architect shall be required to meet with the Department's Program Manager within one (1) week of its appointment in order to discuss the manner in which this project will proceed and the requirements applicable to the Project School. The Architect will also be required to meet with school personnel and other stakeholders to better understand the needs and requirements of the Project School.

Section 2.7 Concept Design. The Architect shall develop a concept design for the Project. Such concept design shall be consistent with the Department's Program, schedule and budgetary requirements for the Project.

Section 2.7.1 Services. During the Concept Design Phase, the Architect will work with the Department and other stakeholders to refine the programmatic requirements for the Project and prepare a concept design. At a minimum, during this phase, the Architect shall complete the following tasks:

- a. Conduct meetings with the Chancellor's Office and DGS representatives to confirm instructional program and verify facility requirements on a space-by-space basis.
- b. Conduct life safety/building code analysis to verify compliance of design with DCRA's latest adaptation of the IBC code in use at the time the Contract is executed.
- c. Participate in Value Engineering workshops with the Chancellor's Office and DGS representatives.
- d. Survey existing facility to confirm locations, types, quantities and abatement specifications of hazardous materials to be abated.
- e. Perform alternative mechanical systems evaluation and recommend selection.

- f. Confer with the Department's IT representatives/consultants to verify technological requirements for the Project.

Section 2.7.2 Deliverables. During this phase, the Architect will be required to prepare and to submit to the Department the below-listed deliverables. All such deliverables shall be subject to review and approval by the Department, and the Architect's pricing should assume that revisions may be required to these documents to address concerns raised by the Department and/or other Project stakeholders.

- a. Existing conditions survey report
- b. Results of Hazardous Materials Survey
- c. Record of Accepted Value Engineering Strategies
- d. Summary of Required Agency Review, Timetables, including but not limited to: Office of Planning ("OP"), Commission of Fine Arts ("CFA")
- e. Architectural Concept Development, including at a minimum
 - i. Building floor plans
 - ii. Design Narrative
 - iii. Preliminary cost estimate
 - iv. Project schedule

Based on the concept design prepared by the Architect as well as written and oral feedback from the Department and its Program Manager, the Architect shall develop a schematic design that meets the requirements of the Department's Program, schedule and budget. Prior to proceeding with the schematic design phase, the Architect shall seek and obtain from the Department in writing a budget for the construction costs of the Summer Work (such budget, the "Design-to-Budget"). Such Design-to-Budget shall be established in writing and signed by the Department's Budget Representative. The Architect shall progress the design in a manner consistent with the Design-to-Budget.

Section 2.7 Permit Documents. Based on the approved concept design, as well as written and oral feedback from the Department and its Program Manager, the Architect shall develop a set of documents that describe the Summer Work for permitting ("Permit Set"). Prior to proceeding with further developing the approved concept design, the Architect shall seek and obtain from the Department in writing a budget for the construction costs of the Summer Work (such budget, the "Design-to-Budget"). Such Design-to-Budget shall be established in writing and signed by the Department's Budget Representative. The Architect shall progress the design in a manner consistent with the Design-to-Budget as well as the programmatic and schedule requirements. The Architect shall meet with the Department's Program Manager as the design is developed in order to incorporate input and comments regarding the design.

Section 2.7.1 Services. The Permit Set shall represent the further progression of the approved concept design together with any value engineering strategies approved by the Department. The Permit Set will be construction documents progressed to approximately Seventy Five Percent (75%) completion of those required in a traditional Design/Bid/Build

delivery method. However, the Permit Set will be code compliant and permit ready, with all major systems sufficiently designed, detailed, specified, coordinated, and developed. In addition, the Architect will be required to:

- a. Confirm space-by-space equipment layouts with representatives from DGS and DCPS.
- b. Coordinate furniture, fixtures, and equipment requirements (“FF&E”).
- c. Present the design to CFA, Office of Planning/HPRB, and other regulatory agencies as required, and conduct follow up meetings with agencies as required.
- d. Have all plans certified by the Department’s third party plan reviewer for permit document submission.
- e. Prepare application and submit documents for building permit, including uploading all documents to DCRA’s permit document review website in accordance with their instructions.

Section 2.7.2 Addressing Permit Review Comments. The Architect shall incorporate into the Permit Set the design requirements of governmental authorities having jurisdiction over the Project. In addition, the Architect shall be required to (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); and (c) correct any failure of the Architect to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with industry standards.

Section 2.7.3 Services. The Architect shall provide the following deliverables during this phase:

- a. A 50% progress print with updated cost estimate
- b. Detailed and coordinated drawings and specifications to be submitted for permit, including cost estimate.
- c. Permit Application

Section 2.7.4 Once the permit documents have been developed, the Architect shall meet with the Department and its Program Manager to discuss the design, including any long lead items required by the design and the estimated construction costs of the Project. The Architect shall seek and obtain from the Department in writing confirmation of the Design-to-Budget from the Department’s Budget Representative. For the avoidance of doubt, in the absence of any adjustment to the previously approved Budget by the Department’s Budget Representative, the Architect shall be required to design to the previously approved budget for the Summer Work.

Section 2.8.1 Construction Documents. The Architect shall be required to develop a set of construction documents for the Summer Work. The construction documents shall represent the further progression of the approved Permit Set together with any value engineering strategies approved by the Department. The Architect shall ensure that the Permit Set is

progressed in a manner consistent with the Design-to-Budget. The construction documents progressed to One Hundred Percent (100%) completion of those required in a traditional Design/Bid/Build delivery method. At a minimum and in addition to any services that would typically be provided by an architect during this phase, the Architect shall provide the following services:

- a. Prepare detailed and coordinated drawings and specifications.
- b. Prepare bid packages as required to obtain bids from subcontractors for the GMP.
- c. Respond to and revise the construction documents as may be necessary in order to address any additional concerns raised by the Code Official.

Section 2.8.2 Bidding. The Architect shall provide support to the Department as may be necessary to support the bidding of the work. These services will include, but are not necessarily limited to:

- a. Assist the Department with distribution of documents, as needed.
- b. Prepare and issue bidding addenda.
- c. Respond to questions from bidders during the bidding process and provide such Respond to bidding questions and issue clarification, as needed.
- d. Consider and evaluate requests for substitutions
- e. Assist with bid openings and tabulations as needed.

Section 2.8.3 Value Engineering. Following bidding of the construction documents for the Summer Work, the Architect shall undertake such value engineering and redesign as may be required to return the Project to Budget. The Architect acknowledges that such value engineering and redesign may need to be completed on an expedited basis or in multiple packages in order to keep the Project on schedule and the Architect shall use its best efforts to meet the Project's schedule requirements in performing such redesign and that the construction documents shall not be considered complete until the Project is returned to budget. In light of the design to budget obligations, the Architect acknowledges and agrees that is shall not be due any additional compensation for any such value engineering or redesign efforts. It is understood and agreed by both Parties that the Architect's redesign obligations under this Section 2.8.3 shall be the limit of the Architect's liability for the failure to meet its design to budget obligations.

ARTICLE 3 **CONSTRUCTION PHASE SERVICES**

Section 3.1 Construction Administration. The Owner and Architect acknowledge that in order to construct the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review. During the Design Development Phase, the Owner, the Architect and the Construction Manager shall meet and develop a plan for the in which Construction Administration Services will be provided (the "Construction Administration Plan"). Among other things, the Construction Administration Plan shall include provisions addressing:

(i) where construction administration services will be provided (i.e. on or off site); (ii) the staffing level that will be devoted to construction administration services; (iii) timelines for reviewing shop drawings, submittals, RFIs, etc.; and (iv) the process by which shop drawings, submittals, RFIs, etc. will be handled. Once agreed upon by the three parties, the Architect shall provide construction administration services in accordance with the Construction Administration Plan.

Section 3.2 At a minimum and in addition to any services that would typically be provided by an architect during this phase, the Architect shall perform the following services:

- a. Attend biweekly progress meetings. Architectural site visits are included in base fee.
- b. Review and process shop drawing submissions, RFI's, etc.
- c. Prepare meeting notes and records of decisions/changes made.
- d. Conduct punchlist inspections.
- e. Review closeout documents for completeness.

Section 3.3 The Architect shall provide the following deliverables during this phase:

- a. Meeting minutes, if requested
- b. ASI's or other clarification documents
- c. Punchlists
- d. Closeout document review comments
- e. As-Built Drawings (if authorized)

ARTICLE 4 **COMPENSATION**

Section 4.1 Compensation. The Architect shall be paid a fixed fee of [DESIGN FEE THROUGH CONSTRUCTION DOCUMENTS (\$NUMBER)] for all required Design Phase Services, as described in Article 2 above. Such fixed fee shall be the Architect's sole compensation for the services necessary to achieve the goals of the Design Phase. Monthly payments shall be made to the Architect on the percentage complete basis. A schedule of values allocating such fixed fee among the various design phases is attached as **Exhibit C**. Further, the Architect shall be paid a fixed fee of [PORTION OF FEE ALLOCATED TO CONSTRUCTION ADMINISTRATION (\$NUMBER)] for all required Construction Phase Services, as described in Article 3 above. Such fixed fee shall be the Architect's sole compensation for the services necessary to achieve the goals of the Construction Phase. Monthly payments shall be made to the Architect on the percentage complete basis. A schedule of values allocating such fixed fee among the various design phases is attached as **Exhibit C**.

Section 4.2 Additional Services. For any additional services that may be required, the Architect and the Department shall agree on a fee for such services. For any services that are provided on an hourly basis, the Architect shall be compensated based on the fully loaded hourly rates set forth in **Exhibit D**. Such rates shall be fixed and not subject to further adjustment for

the expected period of this Agreement. Compensation for such services provided on an hourly basis shall be computed by multiplying the number of hours directly spent on the Project by the applicable hourly billing rate. To the extent the Architect's principals or employees are required to work more than forty (40) hours a week, the Architect shall be entitled to adjust such rates to reflect the additional cost of overtime only to the extent that the Architect (i) is required by law or agreement to pay its principals or employees a higher hourly rate that would otherwise be the case; and (ii) the Architect does, in fact, pay such principals or employees a higher hourly rate.

Section 4.3 Compensation For Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Design Phase Services and Construction Document and Construction Phase Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project. An allowance in the amount of Twenty Thousand Dollars (\$20,000) is established for such reimbursable expenses. Such expenses shall be reimbursed without markup of any kind and records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Department at mutually convenient times. Reimbursable expenses shall include the following:

- .1 Transportation and authorized out-of-town travel and subsistence, provided, however, that local transportation costs (i.e. taxis, parking, etc.) shall not be reimbursable;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Reproductions, plots, standard form documents;
- .4 Postage, handling and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Department, provided, however, that such expenses shall only be reimbursable to the extent that they were caused by the failure of the Department to act within timeframes agreed to by the parties in advance and in writing;
- .6 Additional renderings, models, and mock-ups, requested by the Department;
- .7 Any other similar expenditures directly related to the Project and reasonably incurred after first receiving written approval of the Department.

Section 4.4 Retention. An amount equal to five percent (5%) of all fees (but not expenses) shall be withheld as retention from all progress payments that are due to the Architect. In the event that (i) the Guaranteed Maximum Price for the Summer Work, including any change orders which are necessary to fund work that is generally consistent with the approved program, is less than one hundred and three percent (103%) of the Design To Budget established by the Department for the Project at the completion of the Permit Set; and (ii) the Project is Substantially Complete on or before August 14, 2015, the Architect shall be entitled to receive the five percent (5%) retainage as well as an additional five percent (5%) of the fees paid to the Architect. In the event the Project fails to meet either of the goals in the preceding sentence for any reason and regardless of whether such failure is within the control of the Architect, the Architect shall forfeit such retention.

Section 4.5 Payments. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest in accordance with the Quick Payment Act.

Section 4.6 Payment Disputes. Disputes or questions regarding a portion of an invoice shall not be cause for withholding payment for the remaining portion of the invoice.

ARTICLE 5 **INSURANCE**

Section 5.1 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. Any and all premiums or deductibles associated with such coverage shall be paid by the Architect.

Section 5.1.1 Commercial general public liability insurance against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and shall be maintain for three (3) years after substantial completion of the Project is achieved.

Section 5.1.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than Two Million Dollars (\$2,000,000) combined single limit and aggregate for bodily injury and property damage.

Section 5.1.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Section 5.1.4 Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Architect, or its contractors and subcontractors at or in connection with the Project.

Section 5.1.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and in the aggregate. The Architect shall maintain the coverage required by this Section 5.1.5 for a period of three (3) after Substantial Completion of the Project is achieved.

Section 5.1.6 The Architect shall provide to the Department certificates of insurance evidencing compliance with the requirements in this Section 2.3. The certificates will show the

Department as an additional insured on the Comprehensive General Liability, umbrella or excess policies.

ARTICLE 6 **OWNERSHIP OF DOCUMENTS**

Section 6.1 Ownership of Documents. Regardless of whether the Project is completed, any design documents prepared by the Architect and the architectural, engineering or other consultants engaged by the Architect, any copies thereof furnished to the Construction Manager, and all other documents created in association with the Project shall become the sole property of the Department upon full payment of Architect's fees then due under this Agreement, and shall not to be used by the Architect, its subconsultants on other projects, or for additions to this Project outside the scope of the work, without the specific written consent of the Department. However, the Department expressly acknowledges and agrees that the documents to be provided by the Architect under this Agreement will contain design details, features and concepts including some from the Architect's library, which collectively form part of the design for the project, but which separately are and shall remain the sole and exclusive property of the Architect. These details are repetitive in nature, not Project specific, function rather than form-oriented, and were not developed for or identifiable with the Project. Nothing herein shall be construed as a limitation on the Architect's absolute right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

The Department shall be under no obligation to account to the Architect for any profits obtained by the Department as a result of the Project, or the use of such drawings, specifications and other documents in connection with the Project. In the event that the Agreement is terminated prior to completion of the Project or the Architect is unable to complete this Project for any reason, the Department shall have the right to use without the Architect's consent, and the Architect shall deliver to the Department and/or its designee within two (2) calendar days after such termination or inability, all such drawings, specifications and other documents as well as design concepts and details in connection with the Project or necessary for the Department's completion of this Project (including subsequent phases thereof), so long as the Department has paid the Architect all fees then owed to the Architect under this Agreement. The Department's rights hereunder shall extend to its successors and assigns and the Architect's obligation to deliver such drawings, specifications, and documents. Any other use shall be at the Department's sole risk and without liability to the Architect or the Architect's consultants. Unless Department fails hereunder to pay Architect therefor, Department shall be deemed the owner of such drawings, specifications, and other documents and shall have and retain all rights therein. In the event Department is adjudged to have failed hereunder to pay Architect for such drawings, specifications or other documents, ownership thereof, and all rights therein, shall revert to the Architect. This provision shall survive termination of this Agreement.

ARTICLE 7 **CHANGES, CLAIMS AND DISPUTES**

Section 7.1 Changes.

Section 7.1.1 Changes Authorized. The Department may, without invalidating the Agreement, order changes in the services required under the Agreement, including additions, deletions or modifications to the Architect's scope of work. Any such change must be conveyed by the Department to the Architect via a written change directive or by change order. In the event that the Architect believes that any such additions or modifications entitle the Architect to additional compensation, the Architect shall submit a notification in accordance with Section 7.1.3 of this Agreement. Unless otherwise agreed, additional services that are authorized by the Department and performed by the Architect shall be compensated at the hourly rates set forth in **Exhibit D** hereto. The Architect shall not be entitled to mark-up on any additional services of its own services or the services of subconsultants, it being understood and agreed that the cost of managing, administering and processing any changes to the subconsultants that are generally consistent with the Project's current scope are already covered by the fee quoted herein.

Section 7.1.2 Executed Change Directive Required. Changes to the Agreement may be made only by a written change directive executed by the Department or by written change order executed by both the Architect and the Department.

Section 7.1.3 Prompt Notice. In the event the Architect encounters a situation which the Architect believes to be a change to this Agreement, the Architect shall provide the Department prompt written notice of such event and the possible impact such event could have on cost and schedule. All such notices shall be given promptly, considering the then applicable situations, but in no event more than ten (10) business days after determining that it believes that there is a change to the Agreement. The Architect acknowledges that the failure to provide such notice in a timely manner could limit or eliminate the Department's ability to mitigate such events, and thus, the Architect may not be entitled to an adjustment to its fee in the event it fails to provide prompt notice. The Architect shall include provisions similar to this provision in all of its subcontracts.

Section 7.1.4 Failure to Agree. Within fifteen (15) days of receipt of notice from the Architect of any event that the Architect believes to be a change in accordance with Section 7.1.3 of this Agreement, the Department shall advise the Architect of its determination regarding any such change request. If the Architect claims entitlement to a change in the Agreement, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the Parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Agreement, as it determines are appropriate pursuant to the Agreement. The Architect will use its professional judgment to determine whether it can comply with any changes in time in a manner consistent with the standard of care. If the Architect determines that it can feasibly comply with the changes in time, the Architect shall proceed with the work and the Department's directives, without interruption or delay, and may make a claim as provided in Section 7 of this Agreement. If the Architect determines that it cannot so comply, it will notify the Department in writing. In the event that the Architect disagrees with any determination by the Department regarding a change request, the Architect may file a claim in accordance with Section 7.2 of this

Agreement. Failure to proceed due to a dispute over a change request, other than as set forth in this Section, shall constitute a material breach of the Agreement and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

Section 7.2 Claims and Disputes.

Section 7.2.1 The Department and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of this Article 7 within the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. The Department and Architect waive all claims and causes of action not commenced in accordance with this Section.

Section 7.2.2 To the extent damages are covered by property insurance, the Department and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Department or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

Section 7.2.3 The Architect and Department waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Section 7.3 Claims & Dispute Resolution. The Department and Architect shall endeavor to resolve claims, disputes and other matters in question between them through the ordinary course of business. If resolution is not reached in such manner, the Architect shall make a claim in accordance with this Section.

Section 7.3.1 Notice of Claim. If the Architect wishes to assert a claim over a contract dispute, the Architect shall provide written notice of the claim to the Department pursuant to procedures set forth in section 4732 of the Department's procurement rules and section 1004 of the District's Procurement Practices Reform Act of 2010 ("PPRA").

Section 7.3.2 Contents of Notice of Claim. The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. If the amount of time, compensation, or other damages sought is not reasonably ascertainable at the time such notice is provided, the Architect shall so state, explain why, and provide whatever estimates it can reasonably provide. The notice shall state clearly that the Architect intends to assert a claim against the Department.

Section 7.3.3 Appeal Procedures. All claims arising under or in connection with the

Agreement or its breach, or relating to the Project, whether framed in contract, tort or otherwise, and which are not resolved via the claims process may be resolved by filing an appeal with the District of Columbia Board of Contract Appeals in accordance with Title X of the PPRA. However, if a third party brings any claim against the Department, including, without limitation, claims of infringement of patents, copyrights or other intellectual property rights, the Department may bring an action for defense or indemnification against the Architect in the court in which such claim is being litigated.

ARTICLE 8

TERMINATION OR SUSPENSION

Section 8.1 If the Department fails to make payments to the Architect in accordance with this Agreement, and such failure continues for more than sixty (60) days, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspending services, the Architect shall give seven days' written notice to the Department during which the Department shall have the opportunity to cure. In the event of a suspension of services, the Architect shall have no liability to the Department for delay or damage caused the Department because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Section 8.2 If the Department suspends the Project for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Section 8.3 If the Department suspends the Project for more than one (1) year for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Section 8.4 The Department may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Department's convenience and without cause.

Section 8.5 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.6.

Section 8.6 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

Section 8.7 In the event Architect fails to perform any of its obligations hereunder, including the services, in the manner required hereby, subject to seven (7) calendar days notice and a right for Architect to cure, Department shall be entitled to terminate this Agreement and upon such termination, Department shall be entitled to recover from Architect or setoff against any sums due Architect, Department's reasonable damages and costs of delay in replacing Architect with a different architect. Department shall be entitled to withhold payment from Architect until such damages may be calculated. If it is ultimately determined by the parties or a court that Department withheld payments unreasonably, Department shall pay the amount owed to Architect with interest at the annual rate of Wall Street Journal prime plus one percent.

Section 8.8 In the event of termination or suspension, the Architect shall discontinue Work immediately upon written notice from the Department. The Architect shall furnish to the Department reproducible copies of all drawings, sketches, etc. and all specifications, reports, studies, analyses, and other electronic documents in approved format prepared by the Architect and his consultants, to the date of termination, whether or not termination is due to the fault of Architect, but only after Architect has received payment for all services performed in accordance with this Agreement.

ARTICLE 9 **MISCELLANEOUS PROVISIONS**

Section 9.1 This Agreement shall be governed by the laws of the District of Columbia.

Section 9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-1997, General Conditions of the Contract for Construction to the extent such terms do not conflict with this modified AIA B103 Agreement between Department and Architect.

Section 9.3 The Department and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns of such other party with respect to all covenants of this Agreement. The Architect shall not assign this Agreement without the written consent of the Department.

Section 9.4 If the Department requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

Section 9.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Department or Architect.

Section 9.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Section 9.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Department's confidential or proprietary information if the Department has previously advised the Architect in writing of the specific information considered by the Department to be confidential or proprietary. The Department shall provide professional credit for the Architect in the Department's promotional materials for the Project.

Section 9.8 In accordance with Section 9.12 below, if the Architect or Department receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

Section 9.9 The Architect agrees to indemnify and hold the Department and the Department's Representative harmless from and against any and all claims, liabilities, demands, losses, damages, costs, or expenses arising from its negligent performance of the Work.

Section 9.10 The Architect agrees to indemnify and hold the Department and the Department's Representative harmless from and against any and all claims, liabilities, demands, losses, damages, costs, or expenses arising from the Architect's failure to perform its obligations pursuant to agreements with third parties, including, but not limited to, subconsultants, made in order to provide the services required of the Architect under this Agreement.

Section 9.11 The Architect shall pay for and defend all such suits or claims arising out of the Work for infringement of any patent rights or copyrights and hold the Department and Department's Representative harmless from loss on account thereof.

Section 9.12 Confidentiality. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Department, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Department.

Section 9.13 Extent of Agreement. This Agreement represents the entire and integrated agreement between the Department and the Architect and supersedes all prior

negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Department and Architect.

ARTICLE 10 **GOVERNMENTAL PROVISIONS**

Section 10.1 Buy American Act Provision. The Architect shall not design or specify a proprietary product that does not comply with the provisions of the Buy American Act (41 U.S.C. § 10a). The Trade Agreements Act and the North American Free Trade Agreement (“NAFTA”) provide that designated country (as defined in FAR 25.401) and NAFTA country construction materials are exempted from application of the Buy American Act and are therefore acceptable hereunder.

Section 10.2 False Claims Act. The Architect 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 D.C. Code § 2-381.02.

Section 10.3 Retention of Records: Inspections and Audits.

Section 10.3.1 The Architect shall maintain books, records, documents and other evidence directly pertinent to performance under the Agreement in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Agreement.

Section 10.3.2 The Architect shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Department and the required cost submissions in effect on the date of execution of the Department.

Section 10.3.3 Department, the District of Columbia government, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Architect for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Architect. The Architect shall provide proper facilities for such access and inspection.

Section 10.3.4 The Architect agrees to include the wording of this Section 10.3 in all its subcontracts in excess of Five Thousand Dollars (\$5,000.00) that directly relate to Project performance.

Section 10.3.5 Audits conducted pursuant to this Section will be in accordance with generally accepted auditing standards with the results prepared in accordance with generally accepted accounting principles and established procedures and guidelines of the applicable reviewing or audit agency.

Section 10.3.6 The Architect agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Architect, the auditing agency will afford the Architect an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Section 10.3.7 The Architect shall preserve all records described herein from the effective date of the Agreement completion and for a period of seven (7) years after a final settlement. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

Section 10.4 Gratuities and Officers Not to Benefit Provisions.

Section 10.4.1 If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Architect, or any agent or representative of the Architect, to any official, employee or agent of the Department or the District with a view toward securing the Agreement or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Architect, terminate the right of the Architect to proceed under the Agreement and may pursue such other rights and remedies provided by law and under the Contract.

Section 10.4.2 In the event the Agreement is terminated as provided in Section 10.4.1, the Department shall be entitled:

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

Section 10.4.3 No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all agreements entered into by the authorized representative of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be

construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimus.

Section 10.5 Ethical Standards For Department's Employees And Former Employees. The Department expects the Architect to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Architect, nor any person associated with the Architect, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Architect shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Agreement. The Architect may not assign to any former Department or District employee or agent who has joined the Architect's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Architect may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Architect shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Architect or vendor.

Section 10.6 Anti-Deficiency Act. The Department's obligations and responsibilities under the terms of the Agreement are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. Neither the Agreement shall constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

ARTICLE 11 **ECONOMIC PROVISIONS**

Section 11.1 LSDBE Utilization.

Section 11.1.1 The Architect shall ensure that Local, Small and Disadvantages Business Enterprises will participate in at least fifty percent (50%) of the Contract Work. Thirty-five percent (35%) of the Contract Work must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Local Business Opportunity Department and twenty percent (20%) of the Contract Work to entities that are certified as Disadvantaged Business Enterprises. The LSDBE certification shall be, in each case, as of the

effective date of the subcontract. Supply agreements with material suppliers shall be counted toward meeting this goal.

Section 11.1.2 The Architect has developed an LSDBE Utilization Plan that is attached hereto as **Exhibit E**. The Architect shall comply with the terms of the LSDBE Utilization Plan in making purchases and administering its Subconsultants and Supply Agreements.

Section 11.1.3 Neither the Architect nor any Subconsultant may remove a Subconsultant or tier-Subconsultant if such Subconsultant or tier-Subconsultant is certified as an LSDBE company unless the Department approves of such removal. The Department may condition its approval upon the Architect developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

Section 11.2 Equal Employment Opportunity and Hiring of District Residents.

Section 11.2.1 The Architect shall comply with applicable laws, regulations regarding equal employment opportunity and affirmative action programs.

Section 11.2.2 The Architect shall ensure that at least fifty-one percent (51%) of the Architect's Team 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 Architect, 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.

Section 11.2.3 Fifty percent (50%) of all apprentices for the Project must be District residents.

Section 11.3 First Source Agreement.

Section 11.3.1 Upon execution of the Contract, the Architect and all its member firms, if any, and each of its Subcontractors shall submit to the Department a list of current employees and apprentices that will be assigned to the Contract, the date they were hired and whether or not they live in the District of Columbia.

Section 11.3.2 The Architect and its constituent entities shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, and the rules and regulations promulgated thereunder. The Contractor and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services ("DOES") prior to beginning Work at the Project site.

Section 11.3.3 The Architect shall maintain detailed records relating to the general hiring of District of Columbia and community residents.

Section 11.3.4 The Architect shall be responsible for: (i) including the provisions of this Section 11.3 in all subcontracts; (ii) collecting the information required in this Section 11.3 from its Subcontractors; and (iii) providing the information collected from its Subcontractors in the reports required to be submitted by the Architect pursuant to Section 11.3.1.

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

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

By: _____
Name: Brian J. Hanlon
Title: Director & Chief Contracting Officer
Date: _____

[SELECTED OFFEROR]

By: _____
Name: _____
Its: _____
Date: _____

Exhibit A

Programmatic Requirements

Logan Elementary School

John A. Logan Elementary School, also known as Capitol Hill Montessori at Logan, is located at 215 G Street, NE, Washington, DC 20002. The original building was constructed in 1935 with a larger addition completed in 1949. The building has undergone a few alterations in the intervening years. Through this solicitation, the Department desires to engage an architect/engineer to develop a design, in consultation with the school staff, DCPS representatives, and the Department's Program Manager, for the following:

- Reconfiguration and renovation of the administration suite and multi-purpose room, including but not limited to new walls, ceilings, lights, doors, finishes, IT infrastructure, casework and FF&E.
- Creation of a security station in the main lobby;
- Conversion of one (1) existing classroom in the annex into a science lab, which will occupy the space in the northwest corner of the Annex;
- Replacement of existing HVAC units and steam boilers with new VRF mechanical system with outside air;
- Installation of new dropped or floating ceilings with new pendant lighting for all classrooms; and
- Restoration or replacement of the original wood windows. The DC Office of Historic Preservation, in conjunction with DGS, will make the final determination if the windows will be restored or replaced; however, Offerors should assume that the existing window frames will be restored and the sashes will be replaced with new wood sashes containing insulated glass lites and roller shades in occupied spaces.

Francis-Stevens Education Campus

Francis Education Campus, also known as School Without Walls at Francis-Stevens, is located at 2425 N Street, NW, Washington, DC 20037. The building was constructed in 1927 with additions in 1929 and 1953 and underwent a minor renovation in 2008. Through this solicitation, the Department desires to engage an architect/engineer to develop a design, in consultation with the school staff, DCPS representatives, and the Department's Program Manager, for the following:

- Renovation of the auditorium. The renovation of the auditorium will include developing the color palette for the refinished floors, stage floor, carpet, curtains, window shades, acoustical panels, paint (walls, ceilings, and doors); design the replacement of the monumental windows and window shades; design of the size and location of acoustical

panels; selection of new lighting fixtures and controls including the main overhead historic fixtures, wall sconces, and house lights; details of plaster trim repairs or restoration; selection of replacement doors; design of new ships ladder to access the mezzanines adjacent to the stage; design of theater performance lighting, lighting controls, rigging, drapery size, location, construction and operation; design of a theater audio and visual system including video projector size and location, screen size, location and operation, and audio system size, speaker configuration and location, and overall integrated control system.

- Renovation of the gymnasium. The renovation of the gymnasium will include new lighting with daylight harvesting and occupancy controls; new ceiling system; design of the size and location of acoustical panels with acoustical panels; design for the replacement of the monumental windows and window shades; selection of paint colors (walls, ceilings, and doors); selection of replacement doors; and reconfiguration and renovation of girl's and boy's locker rooms and storage.
- The renovation of the cafeteria and kitchen, including lighting with daylight harvesting and occupancy controls; new ceiling system; design of the size and location of acoustical panels with acoustical panels; design the replacement of the monumental windows and window shades; selection of paint colors (walls, ceilings, and doors); selection of replacement doors; design of the modernization of the kitchen and serving lines; rearranging the space to accommodate new equipment and walk-ins; and specifying new equipment for use in the cafeteria and kitchen. The kitchen shall be designed to be a cooking kitchen.
- Renovation of the auditorium, gymnasium, and cafeteria/kitchen will also include replacement of the HVAC systems in these spaces, and the design for such replacement is included in the scope of work of this solicitation. The HVAC system shall be upgraded in the cafeteria and kitchen to accommodate the cooking of fresh food.

Exhibit B

Key Personnel

Exhibit C

Schedule of Values

Exhibit D

Hourly Rates

Exhibit E

LSDBE Utilization Plan