

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Addendum No. 6

To

REQUEST FOR PROPOSALS NO. DCAM-21-CS-RFP-0019

DESIGN-BUILD SERVICES

FOR

SCHOOL WITHOUT WALLS AT FRANCIS STEVENS EDUCATION CAMPUS

Issued: December 6, 2021

This Addendum No. 6 is issued and hereby published on the DGS website and effective as of the date shown above. Except as modified hereby, the Request for Proposals (“RFP”) remains unmodified.

Item No. 1: New deliverables are hereby added in Section 2.15.3 (Closed-out Deliverables) of the RFP.

- j) Final Maintenance and Operations Plan.
- k) All other deliverables as required in the DGS Division One Specifications:

Item No. 2: A new paragraph is hereby added to Section 2.2 Design and Preconstruction phase as follow:

Preconstruction Services.

During the Preconstruction Phase, the Design-Builder, in consultation with the Department, shall (i) develop conceptual plan and cost estimates; (ii) develop a draft final conceptual site plan/response and cost estimate; (vi) review existing condition assessment and recommendation; and (vii) obtain all necessary building permits to support the project schedule.

Without limiting the generality of the foregoing, during the Preconstruction Phase, the Design-Builder shall: (i) work with its Architect and any design consultants to advance the design for the Project in consultation with the Client Agency, the Department and its Program Manager; (ii) obtain bids from trade subcontractors to perform the Work described in the Design Development Project documents and provide bid tabulations to the Department; (iii) engage in any value engineering and scoping exercises necessary to return the cost of the Work to the Project Budget; (iv) engage in preconstruction activities, including identifying any long-lead items; (v) develop a GMP proposal for the Project; and (vi) enter into a GMP for the Project. Throughout the Design & Preconstruction Phase, the Design-Builder shall schedule and attend regular meetings with the Department, the Program Manager, and the Architect.

Item No. 3: The following provision is hereby added to Section 2.2.1.2 Baseline Schedule of the RFP.

In addition to the bi-weekly project schedule, a weekly 3-week look ahead schedule shall be required.

Item No. 4: The following provision is hereby added to Section 2.2.1.3 Concept Design of the RFP.

The Design-Builder shall include a cost estimate and value Engineering Analysis and Detailed Recommendation for project savings (even if the Project is not over budget).

Item No. 5: The last sentence in Section 2.2.5.2 (Construction Project Document Review & Coordination) of the RFP is hereby deleted.

Item No. 6: 3.4.4 Key Personnel of the Architect/Engineer of the RFP is hereby revised as below:

The Department desires that the design component of the Design-Builder assigned to this Project be individuals who have experience in designing and completing similar type projects as the personnel so assigned should have the necessary experience and professional credentials for the role each such individual is assigned. The proposal shall be organized in accordance with the requirements of **Section 5.4.4.**, and at a minimum, should identify:

- i. Project Designer and his/her experience on similar type projects. Provide a list of at most 5 (five) completed projects and a list of all current projects (if any) and their completion dates.
- ii. Project Architect and his/her experience on similar type projects. Provide a list of at most 5 (five) completed projects and a list of all current projects (if any) and their completion dates.
- iii. Principal in Charge and his/her experience on similar type projects. Provide a list of at most 5 (five) completed projects and a list of all current projects (if any) and their completion dates.
- iv. Lead Mechanical Engineer and his/her experience on similar type projects. Provide a list of at most 5 (five) completed projects and a list of all current projects (if any) and their completion dates.
- v. Lead Structural Engineer and his/her experience on similar type projects. Provide a list of at most 5 (five) completed projects and a list of all current projects (if any) and their completion dates.
- vi. Lead Envelope Consultant and his/her experience on similar type projects. Provide a list of at most 5 (five) completed projects and a list of all current projects (if any) and their completion dates.

Item No. 7: A new paragraph is hereby added in Section 2.15.1 (Design and Preconstruction Phase Initial Deliverables) of the RFP as follows:

s) Preliminary Budget Estimate

Item No. 8: Attachment M (Form of Contract) is hereby attached as **(Exhibit 1)** and incorporated to the RFP.

Item No. 9: Attachment N (Form of Notice to Proceed and Letter Contract) is hereby attached as **(Exhibit 2)** and incorporated to the RFP.

Item No. 10: The Proposals Due Date is hereby extended to December 10, 2021, at 2:00 P.M.

Item No. 11: Appendices A, B, and C of Attachment B (Education Specifications) of the RFP are hereby updated and attached as (Exhibit 3).

By: *Eric Njonjo*
Eric Njonjo
Contracting Officer

Date: 12/6/2021

EXHIBIT 1

ATTACHMENT M - FORM OF CONTRACT

[EXHIBIT WILL APPEAR ON THE FOLLOWING PAGE]

DESIGN-BUILD AGREEMENT

FOR

SCHOOL WITHOUT WALLS AT FRANCIS STEVENS

EDUCATION CAMPUS

BY AND BETWEEN

THE DEPARTMENT OF GENERAL SERVICES

AND

[NAME OF CONTRACTOR]

CONTRACT NUMBER: DCAM-21-CS-RFP-0019

PROJECT INFORMATION

A. PROJECT SUMMARY

1.	Project Name:	Design-Build Services for School Without Walls at Francis Stevens Education Campus
2.	Project Address:	2425 N Street NW, Washington, DC
3.	Agreement Type:	Design-Build with Guaranteed Maximum Price
4.	Client Agency:	District of Columbia Public Schools (“DCPS” or “Client Agency”)
5.	Design-Builder:	[INSERT DESIGN-BUILDER]
6.	Agreement Amounts:	
i.	Initial NTE:	[INSERT NTE AMOUNT]
ii.	Project Budget:	\$57 Million
7.	Design-Builder Compensation:	
i.	Design Fee:	
ii.	Design-Build Fee:	
iii.	Base Design-Build Fee (60% of the Design-Build Fee):	
iv.	At Risk Portion of the Design-Build Fee (40% of the Design-Build Fee):	
v.	Preconstruction Fee (15% of the Base Design-Build Fee):	
vi.	Maximum Cost of General Conditions:	

vii.	Owner Directed Allowances:	To be determined at GMP
viii.	Preconstruction Fee	
ix.	Contingency:	To be determined at GMP
8.	Liquidated Damages:	
i.	Failure to Submit Deliverables:	\$5,000, plus \$500 per day per deliverable
ii.	Delay in Substantial Completion:	\$500 per day
9.	GMP Amendment to be Executed By:	GMP Approval: September 2022
10.	Substantial Completion Date:	July 15, 2024
11.	Final Completion Date:	January 15, 2025
12.	Administrative Term Expiration Date:	March 15, 2026
13.	Letter Contract:	
i.	Period of Performance	From [INSERT] (date of execution of Letter Contract) through [INSERT]
ii.	NTE Amount:	[INSERT NTE AMOUNT]
14.	GMP Basis Project Documents	Design Development Documents
15.	Key Personnel Replacement:	\$25,000 per replacement

DESIGN-BUILD AGREEMENT
SCHOOL WITHOUT WALLS AT FRANCIS
STEVENS EDUCATION CAMPUS
DCAM-21-CS-RFP-0019

THIS AGREEMENT (“Agreement” or “Contract”) is made by and between the DISTRICT OF COLUMBIA GOVERNMENT (the “District”), acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “Department” or “DGS”), and **[NAME OF CONTRACTOR]** (the “Contractor” or “Design-Builder”), a company duly organized under the laws of the District of Columbia, and with a place of business at [Address] collectively, the “Parties”).

RECITALS

WHEREAS, the Department issued a Request for Proposals dated November 2, 2021 (the “RFP”) to engage a Design-Builder to prepare a design for and to complete work at School Without Walls at Francis Stevens Education Campus located at 2425 N Street NW, Washington, DC (the “Project”);

WHEREAS, the Department intends to implement the Project through a Design-Build approach. The scope of work for the Project will be divided into two phases: (i) the design/preconstruction phase; and (ii) the construction phase.

WHEREAS, the Department desires that the Project be completed no later than July 15, 2024 (“Substantial Completion Date”);

WHEREAS, the Design-Builder submitted a proposal entitled Design-Build Services for School Without Walls at Francis Stevens Education Campus dated [Date] to provide Design-Build services for the Project;

WHEREAS, the Department wishes to retain the Design-Builder to provide Design-Build services for the Project, which is to include design, preconstruction and construction services for the modernization of School Without Walls at Francis Stevens Education Campus;

WHEREAS, the Design-Builder wishes to provide the architectural, engineering, construction and related services necessary to complete the Project, subject to the terms and conditions set forth in this Agreement;

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

WHEREAS, the Department has established a budget and the Design-Builder will conduct its work in accordance with an underlying budget for the Project, which includes but is not limited to all design fees, hard and soft construction costs, loose furnishings, and fees, general conditions

of the Design-Builder and an allowance for the maintenance of the school and grounds per the maintenance and operations plan for up to six (6) months following Substantial Completion. (such budget, the “Project Budget”); and

WHEREAS, the Department and the Design-Builder entered into a letter contract dated [Date] (the “Letter Contract”) pursuant to which the Design-Builder was authorized to proceed with certain design, preconstruction, abatement, and demolition services in furtherance of the Project.

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

Article 1 - DEFINITIONS

Section 1.1. Administrative Term.

The Agreement shall have an administrative term (the “Administrative Term”) that runs from the effective date of the Notice to Proceed to the Administrative Term Date set forth in the Project Information Section above. In addition, within this time the Design-Builder shall execute and submit a Final Release of Liens and Claims in a form and format required by a Contracting Officer (“CO” or “Contracting Officer”), inclusive of providing the Department with a complete set of any product manuals (“O&M”) and training videos, if applicable. The Administrative Term is established for the sole purpose of permitting the Department’s Office of the Chief Financial Officer to process payments in the event any payments become due. Notwithstanding the foregoing, nothing herein shall be construed to: extend the Substantial Completion Date; extend the Final Completion Date; or, limit the Department’s ability to assess liquidated damages thereon.

Section 1.2. Agreement.

The terms “Agreement” or “Contract” shall mean this entire, integrated agreement between the Department and the Design-Builder with respect to the Project, consisting of this document and the Exhibits thereto, including but not limited to the Standard Contract Provisions (Construction Contracts and Architectural/Engineering Services Contracts), the Construction Documents released for the Design-Builder’s use and any change order (“Change Orders”), Contract Modifications or Change Directives that have been executed by the Department.

Section 1.3. Client Agency.

The governmental or quasi-governmental entity, represented by the Department, requesting the Project.

Section 1.4. Construction Documents.

The final drawings and specifications (“Drawings and Specifications”), as prepared, sealed by the Design-Builder’s architect (“Architect”, “Design-Builder’s Architect” or “ Design-Builder’s Architect/Engineer”)’s design professional in accordance with the law, and issued by the Design-Builder for the purpose of obtaining bids from potential trade subcontractors and material suppliers for use in constructing the Project.

Section 1.5. Construction Phase Services.

Services provided throughout the construction phase during which the Design-Builder shall carry out the bulk of the construction and manage the completion of the design for the Project.

Section 1.6. Cost of General Conditions.

The Cost of General Conditions shall have the meaning set forth in Section 0 of this Agreement.

Section 1.7. Contract Project Documents.

The term “Contract Project Document(s)” to refers one or more component of the Project documents (“Project Documents”) that comprise the Agreement between the Department and the Design-Builder, including any modifications or changes thereof, and the Drawings and Specifications issued thereto.

Section 1.8. Design/Preconstruction Phase Services.

The services to be provided under Article 3 constituting the design & preconstruction phase services to be performed by the Design-Builder.

Section 1.9. Drawings.

The Drawings are the graphic and pictorial portions of the Contract Project Documents, wherever located and wherever issued, showing the design, locations and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Section 1.10. Final Completion.

The point at which Substantial Completion has been achieved, all punch list items noted at Substantial Completion have been completed and all Project documents the Design-Builder is required to deliver to the Department as a condition to receiving the final payment (“Final Payment”) have been delivered.

Section 1.11. Final Completion Date.

The date established in the Agreement by which the Design-Builder shall achieve Final Completion. The Final Completion Date may be modified only by Change Order or Change Directive in accordance with the Agreement.

Section 1.12. Fully Complete.

To undertake all of the Work necessary to fully construct and complete the Project and execute all tasks necessary to obtain the final certificate of occupancy for the Project from the District of Columbia; submit final lien releases from the Design-Builder and subcontractors (“Subcontractors”) and material suppliers; complete all punch list items to the Department’s approval and sign-off; and cause all representations, warranties and guarantees to be honored and otherwise fulfill all of the requirements set forth in the Agreement.

Section 1.13. Guaranteed Maximum Price or GMP.

The maximum amount, including, but not limited to, the Design-Build Fee and the Cost of the Work, that will be paid the Design-Builder to Fully Complete the Project as set forth in Article 4. The Guaranteed Maximum Price (“GMP”) may be modified only by Change Order, Contract

Modification or Change Directive in accordance with the Agreement. The GMP shall be established in the GMP Amendment.

Section 1.14. Hazardous Material.

Hazardous Material includes, but is not limited to, any toxic substance or hazardous chemical defined or regulated pursuant to federal, state or local laws relating to pollution, treatment, storage or disposal of waste, or protection of human health or the environment. Such laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act and laws relating to emission, spills, leaks, discharges, releases or threatened releases of toxic material. The term Hazardous Materials shall also include petroleum and petroleum bi-products.

Section 1.15. Notice to Proceed.

A written notice to proceed, signed by the Department's Contracting Officer, directing the Design-Builder to proceed with the Project or any portion of the Project ("Notice to Proceed" or "NTP").

Section 1.16. Project Schedule.

The schedule for the Project ("Project Schedule") agreed to by the Department and the Design-Builder. Such schedule shall include a baseline schedule as updated periodically by the Design-Builder, approved by the Department. The Project Schedule shall not be changed except by a Change Order or Change Directive issued by the Department. The Project Schedule shall be in a form and contain such detail as may be agreed upon by the Parties.

Section 1.17. Self-Performed Work.

The parties hereby agree that "Self-Performed Work" means and shall encompass trade work performed by employees of: (1) the Design-Builder; (2) any entity that is a partner or member of the entity comprising the Design-Builder; (3) any entity that controls, is controlled by, or is under common control with the Design-Builder; or (4) any entity that controls, is controlled by, or is under common control with any entity that is part of the Design-Builder. Self-Performed Work is distinguished from trade work performed by Subcontractors unaffiliated with the Design-Builder or the entities of which the Design-Builder is comprised.

Section 1.18. Services.

The services to be provided pursuant to the Agreement which shall include the Design & Preconstruction Phase Services and the Construction Phase Services necessary to deliver the Project.

Section 1.19. Specifications.

The specifications are that portion of the Contract Project documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

Section 1.20. Standard Contract Provisions.

The District of Columbia Department of General Services Standard Contract Provisions, General Provisions (Construction Contracts and Architectural/Engineering Services Contracts), as

amended, are attached hereto as **Exhibit J** and incorporated herein.

Section 1.21. Subcontractor.

Any person, natural or legal, to whom the Design-Builder delegates performance of any portion of the Work required by the Agreement. The term “Subcontractor,” used without a qualifier, shall mean a subcontractor in direct contractual privity with the Design-Builder. “Subcontractors at all tiers” shall mean not only those Subcontractors in direct contractual privity with the Design-Builder and not the Department, but also those performing Work pursuant to sub-subcontracts, and so on. “Subcontractors” shall include both those who are retained to perform labor only and those who are retained both to perform labor and to supply material or equipment. “Subcontractors” shall also include design professionals who are not the Design-Builder’s employees and to whom the Design-Builder delegates any part of its responsibilities under the Agreement, except that references to “trade Subcontractors” shall exclude design professionals.

Section 1.22. Substantial Completion.

Substantial Completion shall mean that all of the following have occurred: (1) the construction and installation work have been completed with only minor punch list items remaining to be completed; (2) a temporary certificate of occupancy and all other required permits or approvals have been obtained; (3) draft copies of all operating and maintenance manuals, training videotapes and warranties required by the Agreement have been delivered to the Department and the Client Agency; (4) any supplemental training session required by the Agreement for operating or maintenance personnel have been scheduled; (5) all clean-up required by the Agreement has been completed; (6) the Project is ready for the Department and Client Agency to use it for its intended purpose; and (7) all equipment, supplies, materials and items to be installed have been installed in accordance with the manufacturer’s specifications and industry standards and have undergone and passed the requisite testing and inspections. “Minor punch list items” are defined for this purpose as items that, in the aggregate, can be completed within thirty (30) days without interfering with the Department or Client Agency’s normal use of the Project.

Section 1.23. Substantial Completion Date.

The date established herein by which the Design-Builder shall achieve Substantial Completion. The Substantial Completion Date may be modified only by Change Order, Contract Modification or Change Directive in accordance with the Agreement.

Section 1.24. Work.

The term “Work” refers to any and all work done in performance of the Services necessary, at any and all phases of the Agreement, to Fully Complete the Project.

Article 2 - GENERAL PROVISIONS

Section 2.1. Letter Contract

The Parties acknowledge that certain of the investigation, abatement, demolition, design and preconstruction activities described in Article 3 of this Agreement were performed pursuant to the Letter Contract between the Parties dated [DATE]. Pursuant to the terms of the Letter Contract, upon execution of this Agreement by the Department (the “Agreement Effective Date”),

the Letter Contract shall automatically terminate and shall merge into and be superseded by this Agreement. The Parties agree that any services provided or Work performed pursuant to the merged Letter Contract, and prior to the Agreement effective Date, shall be governed by the terms and conditions of this Agreement.

Section 2.2. Term and Termination

The period of performance under this Agreement shall commence from the date of execution of the Letter Contract by the Department and shall terminate upon the expiration of the Administrative Term or upon termination by the Department pursuant to Articles 5 and 6 of the Standard Contract Provisions (Construction Contracts) and Article 8 of the Standard Contract Provisions (Architectural & Engineering Services Contract).

Section 2.3. Relationship of Parties.

The Design-Builder accepts the relationship of trust and confidence established with the Department by this Agreement, and covenants with the Department to furnish the Design-Builder's reasonable skill and judgment and to cooperate with the Program Manager in furthering the interests of the Department. The Design-Builder shall use its best efforts to perform the Work and complete 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, Design-Builder, Program Manager, and other persons or entities employed by the Department for the Project. In performing its duties under this Agreement, the Design-Builder shall at all times use the standard of care used by Design-Builders that construct projects similar to the Project in type, size and scope in large, urban areas. Whenever the term "competent" is used herein to describe the Design-Builder's actions or duties, that term shall refer to the level of competence customarily possessed by those Design-Builders that construct projects similar to the Project in type, size and scope in large, urban areas.

Section 2.4. Confidentiality of Information

The Design-Builder shall assure and keep all information and data obtained throughout the performance of the Project whether related to the Agreement, the Work in all of its aspects, the Department and the Department's employees confidential, during and following the term of the Agreement, and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, unless disclosure is required pursuant to court order, subpoena or other regulatory authority. The Design-Builder shall not be divulged of confidential information without the individual's and the Department's written consent and only in accordance with the District's or Federal's laws, codes and regulations. The Design-Builder and any Subcontractors who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information. The Design-Builder and all Subcontractors shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. The Design-Builder, Subcontractors and their respective employees working on this Project may be required to sign a confidentiality statement.

Section 2.5. Project Description.

The Design-Builder shall provide Design Build Services required for the modernization of

School Without Wall at Francis Stevens Education Campus located at 2425 N Street NW, Washington, DC. The Project includes the complete renovation of the existing historic building and new construction additions to create approximately 126,000 gross square feet of modernized learning space. Learning, instruction, and support technology will be brought up to cutting edge standards and capacity. The new modernized design shall include physical education and dining services along with discovery commons spaces, small group rooms, and resource rooms to accommodate special projects, collaborative work, and individual pull-out instruction. Additionally, part of the requirements within the Ed Spec is to include space for a Child Development Center that will serve a limited number of infants and toddlers.

Generally, the Design-Builder's responsibilities shall include, but will not be limited to, the following:

- a) To confirm the design and construction of the Project in accordance with the RFP Contract Project Documents.
- b) To provide all design services and construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: civil, architectural, electrical, structural, and mechanical design services as required for the Project; construction management services inclusive of budgeting, value engineering ("Value Engineering"), scheduling, project phasing, project administration, management and coordination of subcontractors.
- c) To conduct subsurface investigation work if and as required for the Project.
- d) To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to complete the Project.
- e) To provide the necessary design, consultants and documentation for all permitting, zoning, historic preservation and US Commission of Fine Arts approvals.
- f) To provide move coordination and logistics support for the Project.

The Design-Builder shall provide the Department with a GMP based on the Design Development Documents. The Department anticipates an Early Start Agreement ("ESA") and one subsequent GMP package.

During the Construction Phase, the Design-Builder shall construct the Project. During the Construction Phase, the Design-Builder shall be required to cause the Work to be completed in a manner consistent with the design documents and phasing plan approved by the Department and shall provide all labor, materials, insurance, bonds and equipment necessary to fully complete the Project in accordance with the drawings, specifications, schedule and budget that are issued for the Project. The Design-Builder shall be responsible for paying for and obtaining all necessary permits and to pay all necessary fees for utility connections and the like.

Section 2.6. Program Manager.

The Department has engaged a Program Manager to provide certain program management functions. Such Program Manager shall, at all times, be acting solely for the benefit of the Department, not the Design-Builder. **The Design-Builder hereby acknowledges and agrees that only a duly authorized and designated Contracting Officer shall have the authority to issue Change Orders, Contract Modifications or Change Directives on the Department's behalf.**

As of the date that this Agreement is executed, the Department's duly authorizing Contracting Officers are set forth in Exhibit I.

Section 2.7. General Description of Design-Builder's Duties.

Generally, the Design-Builder shall perform the Services in a professional workmanlike manner. The Design-Builder shall supply and furnish at the location where the Work is to be performed all design service, labor, materials, equipment, tools, services, and supervision, and shall bear all items of expense, necessary to complete and satisfactorily perform this Agreement, except such items that the Department, in this Agreement, specifically agrees to supply or furnish to or for the use of Design-Builder. Any labor, materials, equipment, tools, services or supervision not specifically described in this Agreement, but which may be fairly implied as required thereby or necessary to properly complete the Work, shall be deemed within the Scope of the Work and shall be provided by the Design-Builder at Design-Builder's sole expense.

The Design-Builder will be required to work with the Department and the Project stakeholders through a collaborative design process to advance the Programmatic Ed Specs to a fully realized Project in accordance with the available budget. The Design-Builder will be required to engage in extensive preconstruction efforts to ensure that the design is developed in a manner consistent with the Department's goals for the Project (e.g., programmatic, budgetary, schedule and quality); to develop a comprehensive project phasing; to solicit competitive trade bids for the construction work and to develop an acceptable guaranteed maximum price and corresponding scope and schedule for the Work; and to implement the requisite construction and other work necessary no later than the Substantial Completion Date. The Design-Builder will be required to provide move coordination and logistics support plan. The Design-Builder shall be responsible for all items of cost except for those items set forth in Section 9.7 of this Agreement and will be required to provide a "turn-key" Project ready for occupancy by DCPS.

Section 2.8. Warranties and Representations

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

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

2.8.3. The terms and conditions of this Section 2.8 shall apply during both the Design & Preconstruction and Construction Phases.

Section 2.9. Responsibility for Agents and Contractors.

At all times and during both the Design & Preconstruction and Construction Phases, the Design-Builder shall be responsible to the Department for any and all acts and omissions of the Design-Builder’s agents, employees, Subcontractors, Sub-Subcontractors, material suppliers, and laborers, and the agents and employees of the Subcontractors, Sub-Subcontractors, material suppliers, and laborers performing or supplying Work in connection with the Project.

Section 2.10 Building Information Modeling (BIM). BIM is required to be used throughout the lifecycle of the Project, including all Project phases from project planning and concept design through construction, as-built and into facilities management. The BIM requirements are provided as **Exhibit U**. It is expected by the Department that all team members are to be committed to the use of BIM in the Project, share their ideas of BIM expertise with the team, provide BIM data as requested by other team members, look for cost savings and schedule improvements during the entire Project duration, and endeavor to leave as a legacy a fully updated, as built, facility management ready building information model.

Article 3 - DESIGN-BUILDER’S DESIGN & PRECONSTRUCTION SERVICES

Section 3.1. Preconstruction Services.

During the Preconstruction Phase, the Design-Builder, in consultation with the Department, shall (i) develop conceptual plan and cost estimates; (ii) develop a draft final conceptual site plan/response and cost estimate; (vi) review existing condition assessment and recommendation; and (vii) obtain all necessary building permits to support the project schedule.

Without limiting the generality of the foregoing, during the Preconstruction Phase, the Design-Builder shall: (i) work with its Architect and any design consultants to advance the design for the Project in consultation with the Client Agency, the Department and its Program Manager; (ii) obtain bids from trade subcontractors to perform the Work described in the Design Development Project Documents and provide bid tabulations to the Department; (iii) engage in any value engineering and scoping exercises necessary to return the cost of the Work to the Project Budget; (iv) engage in preconstruction activities, including identifying any long-lead items; (v) develop a GMP proposal for the Project; and (vi) enter into a GMP for the Project. Throughout the Design & Preconstruction Phase, the Design-Builder shall schedule and attend regular meetings with the Department, the Program Manager, and the Architect.

Section 3.1.1 Design and Preconstruction Phase Initial Deliverables

Section 3.1.1.1 Building System Assessment. If requested by the Department, within fourteen (14) days after the Preconstruction NTP is issued, the Design-Builder shall conduct an assessment report of the building systems and submit a written report to the Department that assesses whether the existing building systems can be repaired or whether such systems should be replaced. Such report shall take into consideration the nature of this Project and the proposed Educational Specifications (“Ed Spec”). This report shall assess all of the buildings’ key systems, including, but not limited to HVAC, kitchens, roof, windows, electrical, lighting, Audio Visual Equipment, intercom, fire alarms, and plumbing.

Section 3.1.1.2 Baseline Schedule. Within ten (10) days after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a Baseline Schedule for the Project (the “Baseline Schedule”). The Baseline Schedule shall be subject to review and approval by the Department, and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be requested by the Department. The Baseline Schedule shall be prepared in a critical path method (“CPM”) in a sufficient level of detail to permit the Department and the Design-Builder and any other affected parties to properly plan the Project. The Baseline Schedule shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The Baseline Schedule shall include durations and logic ties for those building systems that the Design-Builder is recommending for replacement. The Baseline Schedule must also be submitted in Primavera 6 native format and shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis. In addition to the bi-weekly project schedule, a weekly 3-week look ahead schedule shall be required. A preliminary Project schedule is attached hereto as **Exhibit B**.

Section 3.1.1.3 Concept Design. No later than 12 weeks after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a proposed concept design for the Ed Spec. As part of the concept design phase the Department requests three (3) concept options or alternatives. Each of the concept design shall contain at least the level of detail contemplated in industry best practices for a concept design. The design submittal shall specifically identify any deviations from the Educational Specifications and shall explain the rationale and cost implications associated with such deviation. The Department shall have the right to disapprove the concept design submittal for any reason. The Design-Builder shall include a cost estimate and value Engineering Analysis and Detailed Recommendation for project savings (even if the Project is not over budget). Following review of the concept design submissions by DCPS and the Department, the Department shall approve a final concept design. The Design-Builder shall make revisions to the concept design submission as necessary to incorporate comments, feedback and other direction provided by DCPS and the Department. The Design-Builder’s pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation. The Design-Builder shall attend a minimum of three (3) community meetings and shall begin the process for DCRA Environmental Impact Screening Form. The concept design submittal shall include, but not limited to, the following:

- a) Historic resources survey.
- b) A minimum of three (3) conceptual floor plans and site plans incorporating the requirements of the Education Specifications and site plan and showing proposed location of any building additions.
- c) Hazardous materials survey of affected spaces. It is understood that the Design-Builder and/or its design component shall be required to engage the services of industrial hygienist that is acceptable to the Department to perform such survey.
- d) Education Specifications update and verification; and an overall Plan-to-Program comparison.
- e) Summary of agency review meetings, including but not limited to: Office of Planning (“OP”), Commission of Fine Arts (“CFA”), Historic Preservation Office (“HPO”), and National Capital Planning Commission (“NCPC”).

- f) Summary of utility coordination and review meetings with Potomac Electric Power Company (“PEPCO”), Washington Gas, and DC Water.
- g) Summary of meetings with The District Department of Transportation (“DDOT”) Public Space.
- h) Summary of meetings with Department of Energy and Environment (“DDOE”) Storm Water Management.
- i) Summary of meetings with District Department of Consumer and Regulatory Affairs (“DCRA”) focused on code review and green building review.
- j) Attend a minimum of three (3) community meetings.
- k) Begin the process for DCRA Environmental Impact Screening Form.
- l) Zoning Analysis.
- m) Cost Estimate.
- n) Value Engineering analysis and detailed recommendation for project savings (even if the project is not over budget).
- o) Net Zero Energy Report that includes all recommended strategies applicable to achieving a Net Zero Energy ready building.

Section 3.1.1.4 Preliminary Budget Estimate. Concurrently with the delivery of the concept design, the Design-Builder shall submit a detailed cost estimate of the proposed design (such estimate, the “Preliminary Budget Estimate”). With regard to building systems (i.e. roofs, doors, HVAC, security, IT, etc.), the Preliminary Budget Estimate shall be prepared on a “system” basis that identifies the key building systems or functions and allocates an estimated cost for each such system. The Design-Build Fee, the cost of general conditions, and contingencies shall be broken out in separate line items. The primary purpose of the Preliminary Budget Estimate is to aid the Department and the Client Agency in understanding the costs associated with key elements of the Project to better prioritize and manage the use of the funding allocated to this Project.

Section 3.1.1.5 Construction Management Plan. The Design-Builder shall submit a draft of its construction management and project phasing plan (“Construction Management Plan”) within fourteen (14) days after the Preconstruction NTP is issued to include, but is not limited to, noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic and parking control, communications procedures, emergency procedures, quality control procedures, dust control, public street cleaning and repair, planned occupancy of public ways, erosion control, tree protection plan, vibration monitoring, existing and adjacent building surveys plan, temporary fire protection measures, project signage, pest control, construction staging plan, and construction logistics plan.

Section 3.1.1.6 Baseline Budget and Program. The Department shall provide the Design-Builder with a baseline budget and program and comments on the concept design. Such approval shall be provided (or signed by) the Department’s Deputy Director for Capital Construction (the “Deputy Director”). In the event the Design-Builder does not receive such approval within fourteen (14) days after submitting the preliminary budget estimate, it shall so advise the Program Manager (“PM”), the Deputy Director and the CO in writing of such failure and request direction. If the Design-Builder fails to provide such notice, the Design-Builder will be proceeding at its own risk and will be responsible for any redesign costs associated with budget revisions.

Section 3.1.1.7 Deliverables Liquidated Damages. The Design-Builder acknowledges that the Department is engaging the Design-Builder to provide an extensive level of preconstruction support services to minimize the potential for cost overruns, schedule delays or the need for extensive Value Engineering/re-design late in the Project and that the deliverables required under this **Section 3.1.1** are key to identify the value of such services. In the event the Design-Builder fails to deliver any of the deliverables required in **Section 3.1.1** (and unless such failure is the result of any event of Force Majeure), the Design-Builder shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5,000) plus Five Hundred Dollars (\$500) per day after receiving written notice from the CO of failure to submit such deliverables.

Section 3.1.1.8 Additional Preconstruction Services. In addition to those items enumerated above, the Design-Builder shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but are not limited to, scheduling, estimating, shop-drawings, the ordering of long-lead materials, condition assessments, conservator studies, archeological studies, recommended testing, additional geotechnical testing, and monitoring of historic assets.

Section 3.1.2 Design Services; Design Reviews.

The Design-Builder shall meet with the representatives of the Department and Client Agency throughout the Design & Preconstruction Phase as the design progresses in order that these and other stakeholders can have input in and approve the design direction at appropriate times. The Design-Builder shall ensure that the design is developed in a manner consistent with the Department's budget for the Project, *i.e.*, designed-to-budget, as well as the programmatic requirements set forth and attached hereto as **Exhibit A** and the Department's other requirements for the Project. The Project shall be designed in such a way so as to achieve, at a minimum, LEED for SCHOOLS – GOLD principles. All design Project Documents shall be prepared by the Design-Builder's duly licensed Architects and engineers. The Design Development Documents and all interim design submissions shall be subject to review and approval by the Department, and the Design-Builder shall be required to revise these Project Documents to address concerns raised by the Department and/or other project stakeholders and such revisions shall not entitle the Design-Builder to an increase in the design fee (the "Design Fee").

Section 3.1.2.1 Design Management. Between the time the Preconstruction NTP is issued and the time the GMP is accepted by the Department, the Design-Builder shall use commercially reasonable best efforts to ensure that: (i) the design evolves in a manner that is consistent with the Department's budget and programmatic requirements, as the same were defined and established by the Department at the end of the concept design; (ii) the design work is properly coordinated; and (iii) the required design deliverables are produced on or before the dates contemplated in the Project schedule. As part of this undertaking, the Design-Builder shall provide the following:

Section 3.1.2.1.1 Schematic Design. The Design-Builder shall prepare a schematic design that is a logical development of the approved concept design and is consistent

with the Department's schedule, budget, and programmatic requirements. The schematic design shall contain at least the level of detail contemplated in a schematic design under industry best practices. The design submittal shall specifically identify any deviations from the approved concept design and shall explain the rationale, cost and time implications associated with such deviation. The Department shall have the right to disapprove the schematic design submittal for any reason. The Design-Builder shall provide maintenance and repair cost services for major design components and MEP systems selected at the schematic design phase, which includes conducting a 40-year life cycle cost analysis, which includes a detailed list of replacement costs, maintenance costs, an estimate of repair costs, anticipated energy costs, and a list of other relevant life cycle costs.

The Design-Builder shall submit a Maintenance and Operations Plan, which, at a minimum, shall include the following:

- i) Standard Operating Procedures (SOP) for all building systems, including, but not limited to, electrical, mechanical, roof, green roof, geothermal, solar, plumbing, security, outdoor fields, irrigation, landscaping and lighting;
- ii) List of equipment that must be kept on site to maintain all building systems;
- iii) List of chemicals that must be kept on site to maintain all building systems, including storage requirements;
- iv) Certifications and licenses either required or recommended to maintain all building systems;
- v) Confined space procedures and personal protective equipment that must be used;
- vi) Permits and regular inspections that are required to operate the equipment;
- vii) List of hardware, software and software licenses that must be purchased and maintained;
- viii) Recurring trainings on building systems and safety that are necessary to maintain the building;
- ix) The estimated initial and monthly costs for the successful maintenance and operations of the facility;

Following review of the schematic design submission by the Client Agency and the Department, the Design-Builder shall make revisions to the schematic design submission as necessary to incorporate comments, feedback and other direction provided by the Client Agency and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation.

In general, the Design-Builder shall be required to undertake the following tasks during this phase:

- a. Further develop plans and incorporate design changes.
- b. Prepare necessary presentation materials (renderings) to communicate design and obtain approval of design direction.
- c. Participate in meetings with DCPS Staff.

- d. Conduct DOEE, DCRA, DDOT and DC Water preliminary design review meetings.
- e. Engage in no fewer than three (3) community feedback sessions during this phase.
- f. Coordination and of identification of Public Art locations that will be constructed and installed as part of the construction phases.
- g. Continued coordination with Public Utility Companies: PEPCO, Washington Gas, and Verizon. In addition to coordination, scope shall include submitted load letters for new or upgraded services.
- h. Continued coordination with HPO and CFA.
- i. Report and schedule on process to obtain any zoning approvals, if necessary.
- j. The schematic design submittal shall generally follow the deliverables and in addition shall include at least the following:
 - i. Digital site and floor plans (including adjacencies and room locations);
 - ii. Preliminary building elevations and sections;
 - iii. Preliminary selection of building materials;
 - iv. Conceptual renderings produced for approval of design direction.
 - v. Plan-to-Program comparison;
 - vi. Preliminary LEED Scorecard;
 - vii. Design narrative;
 - viii. A preliminary description of proposed building system upgrades (i.e. HVAC, roofs, windows, kitchen equipment, low voltage/IT/AV etc.). With regard to any proposed building system upgrade, the package shall include a narrative description of the proposed system and an estimated line-item cost;
 - ix. Cost Estimate;
 - x. Project savings (even if the Project is not over budget);
 - xi. Preliminary furniture design;
 - xii. 3D rendering images as needed, include four (4) at a minimum;
 - xiii. Life cycle cost analysis (“LCCA” or “Life Cycle Cost Analysis”);
 - xiv. Net Zero Energy Report that includes all recommended strategies applicable to achieving a Net Zero Energy ready building; and
 - xv. Maintenance and Operations Plan;

Section 3.1.2.1.2 Schematic Budget Estimate Update. Concurrent with submission of the schematic design, the Design-Builder shall submit a budget update. The budget update shall be submitted in the same format as the preliminary budget estimate and shall show variations from preliminary budget estimate. The Design-Builder shall include a cost estimate and value engineering analysis and a detailed recommendation for project savings (even if the project is not over budget). To the extent the budget update shows an overrun from the approved budget, the Design-Builder shall submit Value Engineering (not scope reductions, but true Value Engineering that allows the design to meet all Project requirements within budget) suggestions that would return the Project to budget. Only the Department shall have the authority to increase the Project Budget, and absent such direction, the Design-Builder shall proceed on the assumption that the budget remains as originally directed by the Department.

Section 3.1.2.1.3 Constructability/Sole Source/Long-Lead Time Memorandum.

Concurrently with the Schematic Design Budget Estimate, the Design-Builder shall prepare a memorandum identifying key construction concerns related to the Project. Such memorandum shall: (i) assess the constructability issues related to the Project, including site logistics; (ii) identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) identify any long-lead delivery items that could adversely affect the schedule contemplated in this Agreement. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

Section 3.1.2.1.4 Entitlements. The Design-Builder shall prepare such materials, submit pertinent information, make such presentations, and provide accurate and complete responses as are necessary to obtain the required land use and entitlement approvals. Approvals may be required from (i) the Office of Zoning, (ii) OP, and (iii) the CFA. Given the nature of the Work, it is not envisioned that such approvals will require extensive hearings or submissions.

Section 3.1.3 Design Development Phase & Early Release Packages.

The Design-Builder shall prepare a set of design development documents (“Design Development Documents”) that is a logical development of the approved schematic design and is consistent with the Department’s schedule, budget and programmatic requirements. The Design Development Documents shall contain at least the level of detail contemplated in industry best practices for Design Development Documents. The design submittal shall specifically identify any deviations from the approved schematic design and shall explain the rationale and cost implications associated with such deviation. The Design-Builder shall include a cost estimate and value engineering analysis and detailed recommendation for project savings (even if the project is not over budget). The Design Builder shall provide maintenance and repair cost services, which includes conducting a 40-year life cycle cost analysis, which includes a detailed list of replacement costs, maintenance costs, an estimate of repair costs, anticipated energy costs, and a list of other relevant life cycle costs. The Design-Builder shall further refine and expand upon the Maintenance and Operations Plan that was submitted in the schematic submission. The Department shall have the right to disapprove the Design Development Documents submittal for any reason.

Section 3.1.3.1 Design Development Submission. The Design-Builder shall prepare the design development submission for review and comment by the Client Agencies and the Department. Such design development submission shall include the elements and information listed below:

The design development submittal shall include at least, but not limited to, the following:

- a) Detailed and dimensioned plans, wall sections, building section, and schedules;
- b) Draft specifications for materials, systems, equipment;
- c) Complete code compliance analysis and drawing;
- d) Space-by-space equipment layouts for key spaces. As part of the design development phase, the Design-Builder and/or the Design-Builder’s Architect

and any of its design consultants shall confer with representatives from DCPS and the Department regarding these layouts to confirm that they are acceptable to DCPS;

- e) A final lay-out for furniture, fixtures, and equipment;
- f) An interior finishes schedule;
- g) Preliminary designs for all building system upgrades, including low voltage/AV/IT. With regard to HVAC systems, the submission should include: (i) a detailed description of the proposed mechanical systems; (ii) their general layout, including ‘Single- Line Diagrams’ (aka ‘Riser Diagrams’); and (iii) any required load calculations. The HVAC design solution would also include preliminary layouts of other major components of the HVAC system, including the type and location of energy recovery units (ERUs), variable air volume (“VAV”) boxes, condensing units, and any related system appurtenances;
- h) Updated LEED scorecard;
- i) Present the design to CFA, OP, HPO, and other regulatory agencies as required;
- j) Register the project with the U.S. Green Building Council (“USGBC”) to obtain LEED certification and pay all registration fees;
- k) Participate in SIT Meetings, and community meetings as required by DGS/DCPS;
- l) Coordinate with the DC HPO and other agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements. Attend meetings and hearings if necessary;
- m) Respond in writing to all DCPS comments on plans;
- n) Prepare a presentation and provide a minimum of three (3) presentation boards for each community meeting and present/display onsite. Presentation boards shall be in full color and include at least four (4) 3-D renderings; Presentations shall also include a digital slide presentation;
- o) Coordinate final utility plans as required;
- p) Act as scribe for all design related meetings. Distribute meeting minutes to all attendees;
- q) Baseline Schedule bi-weekly update in the format set forth in the Contract; and
- r) Prepare and submit three (3) hard-copy sets, and one (1) electronic copy in PDF of Design Development Documents including detailed specifications, cost estimate and schedule to the Department and DCPS for review and approval. (60% plan review). Components to include, but are not limited to:
 - i. Site plans, paving layouts, traffic circulation, lighting, signage and utilities.
 - ii. Floor plans, Structural, Civil, Architectural, mechanical, electrical and plumbing (“MEP”), Fire Protection and landscaping.
 - iii. Exterior elevations, rendering and color palette.
 - iv. Building sections and details as required.
 - v. Interior elevations, casework and millwork elevations as required.
 - vi. Playground equipment, if applicable.
 - vii. Stormwater management.
 - viii. Food service or other equipment as required.

- ix. LEED Information as appropriate.
- x. Final Draft of the “Percent for Art” Public Art Package to be used as the scope for the Artists’ Contract
- xi. Cost Estimate
- xii. Value Engineering Analysis and Detailed Recommendation for project savings (even if the project is not over budget)
- xiii. Life cycle cost analysis (LCCA)
- xiv. Net Zero Energy Report that includes all recommended strategies applicable to achieving a Net Zero Energy ready building
- xv. Maintenance and Operations Plan

Section 3.1.3.2 Early Release Packages/ Long Lead Materials/Abatement & Demolition.

Section 3.1.3.2.1 Abatement & Selective Demolition. Once the schematic design has been approved, the Department may release the Design-Builder to commence hazardous material abatement and interior demolition, or other early activities, as applicable. It is envisioned that this Work may be released in advance of the GMP.

Section 3.1.3.2.2 Long Lead Materials. The Department will release funding for long-lead items once the Design Development Documents have been approved. If the Design-Builder believes an earlier release is required in order to meet the Project schedule, it shall advise the Department and make a recommendation as to the requested release date. Any decision to authorize an early funding release shall be made by the Department in its sole and absolute discretion.

Section 3.1.3.2.3 Permits. The Design-Builder shall be responsible for preparing and submitting all of the required permit applications that are necessary to complete the Project. The Design-Builder shall develop a list of the required permits and shall track the progress of all such permits through the review process. The Design-Builder shall update the Department with the status of each permit that is required for the Project. The Design-Builder shall engage such permit expeditors as the Design-Builder deems necessary or appropriate in light of the Project’s schedule.

Article 4 - FORMATION OF GMP PROPOSAL

Section 4.1. General.

The Design-Builder shall provide the Department with a GMP based on the **Design Development Documents**. The District anticipates an early start agreement (“ESA”) and subsequent one GMP package.

During the Design & Preconstruction Phase, the Design-Builder shall cause the Architect to prepare the Design Development Documents. Based upon the Design Development Documents, the Design-Builder shall propose a GMP (referred to as the “GMP Proposal”) which shall be submitted in accordance with this Article. The Design-Builder acknowledges and understands that the Design Development Documents will be incomplete at the time it submits its GMP Proposal. Although complete construction Project Documents will not be available and many details will not be shown on Design Development Documents or will otherwise need to be adjusted, the GMP proposed in the Design-Builder’s GMP Proposal shall be intended to represent the Design-Builder’s offer for the Final Completion of the Project. If the Design-Builder’s GMP Proposal is acceptable to the Department, it shall be memorialized in form of an amendment to this Agreement (such amendment, the “GMP Amendment”). Such amendment shall be in the form of **Exhibit L** attached hereto.

As part of the GMP Amendment, the Design-Builder shall certify that the GMP established thereby (i) contains sufficient amounts to perform all Work necessary for the Final Completion of the Project; and (ii) contains sufficient amounts to provide and construct any items or facilities that are not contained in the Design Development Documents, but which are necessary for a fully functioning facility that meets the programmatic requirements established for the Project. The Design-Builder will further covenant and agree in the GMP Amendment that it will perform all of the construction work necessary for the Final Completion of the Project, including, without limitation, aspects of the Work that are not shown on the Design Development Documents, but which are a logical development of the design intent reflected in the Design Development Documents, for an amount not to exceed the Guaranteed Maximum Price.

4.2 Review of Design Development Documents.

The Department has selected the Design-Builder, in large part, because of its special expertise in constructing similar projects. Before submitting its Guaranteed Maximum Price, the Design-Builder shall review the Design Development Documents for accuracy, constructability and completeness and shall bring such deficiencies to the attention of the Department and shall cause the Design-Builder’s Architect to address any such deficiencies. To the extent that any such deficiencies in the Design Development Documents could have been identified by such review by a competent Design-Builder, such deficiencies shall not be the basis for a change in the GMP or delaying the Project Schedule.

4.3 Contingency.

Design Development Documents

The Cost of the Work shall include a contingency, which shall be a sum established by the Department and the Design-Builder to cover, among other things costs necessary to address scope expansion that is a logical development of the design, issues arising from or as a result of deficiencies in the Design Development Documents and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order, such as costs that were not reasonably foreseeable as of the effective date of this Agreement, including such items as emergencies, unforeseeable changes in market conditions for materials or labor, or subsurface, soils or site conditions that were neither known nor reasonably discoverable as of the effective date of the Agreement (the "Contingency"). During the Construction Phase, the Design-Builder shall provide a list of contingency draws, keep the Program Manager informed as to the status of the Contingency, and shall, at a minimum: (i) advise the Program Manager of any significant draws (over 3% of the contingency) upon the Contingency in a timely manner; and (ii) provide the Program Manager with running status of the Contingency balance at least once every two (2) weeks.

4.4 Trade Bids.

4.4.1 Subcontractors and Suppliers; Bidding Procedures. During the Design & Preconstruction Phase, the Design-Builder shall seek to develop subcontractor interest in the Project. Within fifteen (15) days after the completion of the design development documents, the Design-Builder shall provide to the Department for its review and approval a written submission on the proposed bidding procedures. Such procedures shall include: (i) a list of proposed trades packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. At least three (3) potential subcontractors shall be identified for each trade package. A copy of this deliverable must be submitted to both the Program Manager and the Contracting Officer. In the event the Department does not approve the proposed bidding procedures within fifteen (15) days after its receipt, such procedures shall be deemed approved unless the Department advises that such is still under review.

4.4.2 Bidding. Following the Department's approval of the design development Project Documents, the Design-Builder shall manage the trade bidding process in accordance with the approved bidding procedures and shall use commercially reasonable best efforts to solicit at least three (3) qualified and bona fide bids for each trade package that has an expected value in excess of One Hundred Thousand Dollars (\$100,000). Trade packages shall not be parceled, split or divided to avoid the \$100,000 threshold. In addition to the information normally required in such bids, the Design-Builder shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work which will be performed by District residents. The Design-Builder shall carefully document its procedures for making available bid packages to potential bidders, the contents of each bid package, discussions with bidders at any pre-bid meetings, bidders' compliance with bid requirements, all bids received, the Design-

Builder's evaluations of all bids, and the basis for the Design-Builder's recommendation as to which bidders should be chosen. The Department shall be afforded access to all such records at all reasonable times so that, among other things, it may independently confirm the Design-Builder's adherence to all requirements set forth in the Agreement, including, without limitation, affirmative action requirements and subcontracting requirements.

4.4.3 Bid Tab. As part of the negotiations leading up to the GMP, the Design-Builder shall provide to the Department tabulations of the trade bids solicited and copies of all trade bids. In general, the bid tab shall be presented in tabular format that compares the bids received and any other relevant information (i.e. exclusions, past performance history, etc.). The bid tabulation shall include scope assessments and identify required leveling of the trade submitted. To the extent that the Design-Builder's award recommendation is based on scoping adjustments, the Design-Builder shall clearly identify the scoping adjustment and the need for such adjustments. Such bid tabulation shall include LSDBE utilization information in addition to price and other information. Such bid tabulations as well as copies of the bids shall be submitted to the Department's Program Manager. The Design-Builder represents and warrants that the bid tabs so submitted shall fairly represent the results of the subcontractor bidding process and that the Design-Builder shall not misrepresent any such data to the Department or its Program Manager.

4.5 Value Engineering.

Based on the trade bids received, the Design-Builder shall prepare a written report of suggested value engineering strategies necessary to reconcile the costs of constructing the Project budget, if necessary. The Design-Builder shall meet with the Department's representatives to discuss any value engineering and changes in scope necessary to ensure that the Department's schedule and programmatic requirements are met and that the budget is not exceeded. The Design-Builder shall cause the Architect to implement and price any approved value engineering strategies.

4.6 Basis of Guaranteed Maximum Price.

The Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

4.6.1 Design Development Documents which shall include a list of the Drawings and Specifications, including all addenda thereto, and General, Supplementary and other Conditions which were used in preparation of the GMP Proposal and on which the GMP is based.

4.6.2 A list of Unit Prices and Allowance Items and a statement of their basis; provided, however, that only such allowances as are agreed to by the Department shall be included.

4.6.3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications, noting in particular any exclusions. The assumptions and clarifications shall take precedence over the Drawings and Specifications. The Design-

Builder shall prepare a separate memorandum that highlights any differences between the then approved drawings and the modifications made in the assumptions and clarifications. Such memorandum shall specifically address any changes in the Project's aesthetics, functionality or performance.

4.6.4 The proposed GMP, including a statement of the detailed cost estimate organized by trade categories, allowances, Contingency, and other items and the fee that comprise the GMP.

4.6.5 An update to the Project's schedule to which the Design-Builder will agree to be bound. This update shall be prepared in the same level of detail and in the same manner as the Baseline Schedule.

4.6.6 A subcontracting plan setting forth the names and estimated dollar volume of the Work that will be performed by local, small, and disadvantaged business enterprises, as certified by the Department of Small and Local Business Development, upon which the GMP is based.

4.6.7 A summary of Capital Cost vs Operating Cost Eligibility.

4.6.8 A list of Additive Alternates or Deductive Alternates with defined executable dates, if any.

4.6.9 An allowance for the maintenance of the school and grounds per the Maintenance and Operations plan for up to six (6) months following Substantial Completion. The allowance shall be based upon at least three (3) estimates provided by firms that have either (i) demonstrated previous experience maintaining schools in the District of Columbia or (ii) demonstrated experience in maintaining equivalent facilities. The Department shall have the right to reject one of the firms and their estimate and request the Design-Builder to submit an alternate. The Design-Builder shall include up to one (1) employee as reimbursable under this allowance. The allowance shall be at-cost or based on pre-established cost/price mechanism, industry catalog or per unit pricing structure.

4.6.10 GMP and any Council Package cost estimate summary shall be broken down into three categories as applicable: New Construction, Renovation, and Sitework.

4.7 Department Review of GMP Proposal.

The Design-Builder shall meet with the Department to review the GMP Proposal and the written statement of its basis. In the event that the Department discovers any inconsistencies or inaccuracies in the information presented, the Department shall promptly notify the Design-Builder, who shall make appropriate adjustments to the GMP Proposal, its basis or both.

4.8 Department Acceptance of GMP Proposal.

The Department and the Design-Builder shall meet to negotiate the terms of the GMP Proposal. If the GMP Proposal is acceptable to the Department, the Department shall submit the resulting GMP Amendment for review and approval by the Council for the District of Columbia

(the “Council”) in the event it exceeds the previously approved not-to-exceed limit established in the Agreement by more than \$1 million. In such event, the GMP shall not be effective until so approved and executed by the Parties.

4.9 GMP Amendment.

In the event an acceptable GMP Proposal is not developed and a GMP Amendment is not executed, the Agreement will be terminated. In the event that the parties cannot agree on the GMP or the Agreement is terminated pursuant to this Section, the Department shall be free to use any of the Project Documents and information developed through the date of termination to retain a new contractor to complete the Project. In such an event, the Design-Builder shall only be entitled to Fifty percent (50%) of the Preconstruction Fee.

4.10 Assignment Upon Failure to Reach GMP.

In the event that the Department and the Design-Builder are unable to agree upon a GMP, the Department shall have the right to terminate this Agreement, and if requested by the Department, the Design-Builder shall assign any trade Subcontracts and its agreement with the Architect to the Department upon such terms and conditions and at the time requested by the Department. In such event, the Design-Builder shall forfeit fifty percent (50%) of the Preconstruction Fee.

4.11 Certification.

As part of the GMP Proposal submitted in accordance with this Article, the Design-Builder agrees to specifically acknowledge and declare that the Contract Project Documents are sufficiently complete to have enabled the Design-Builder to determine the Cost of the Work therein in order to enter into the GMP Amendment and to enable the Design-Builder to agree to construct the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations to the best of Design-Builder’s knowledge, and otherwise to fulfill all its obligations hereunder. The Design-Builder shall further acknowledge that it has visited the site, examined all conditions affecting the Work, is fully familiar with all of the conditions thereon and affecting the same, and, has carefully examined all drawings and specifications provided to it.

4.12 Design & Preconstruction Phase Deliverables.

The deliverables set forth in **Section 3.1.1** and **Exhibit C** are required during the Design & Preconstruction Phase. In the event that the Design-Builder fails to provide any deliverable so listed, and unless such failure is the result of any event of Force Majeure, the Design-Builder shall pay to the Department liquidated damages for each deliverable that is not timely submitted as set forth in **Section 3.1.1.7** after receiving written notice from the Contracting Officer of failure to submit such report.

4.13 Unsafe Materials and Hazardous Materials

4.13.1 The Design-Builder shall not bring, spill or release onto the site asbestos, PCBs, or any other Hazardous Material that is not customarily used in a facility of the type and similar to the Project, and shall bring to the Department’s attention any specification of such Hazardous Materials in the design Project Documents. If the Design-Builder believes that anything in the Agreement would require that it use or bring onto the site asbestos,

PCBs, or any Hazardous Material that is not customarily used in a facility of the type and similar to the Project, it shall immediately inform the Department and seek direction before proceeding.

4.13.2 The Design-Builder shall abate and remove Hazardous Materials on or within the site as necessary to complete the Work contemplated by this Agreement. The Design-Builder shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency (“EPA”) and all jurisdictional agencies as well as all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of Hazardous Materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the Hazardous Materials. If any notices to governmental authorities are required, the Design-Builder shall also give those notices at the appropriate times. The Design-Builder shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified.

4.13.3 The Design-Builder shall be entitled to submit a change request (“Change Request”) in accordance with Article 4 of the Standard Contract Provisions (Construction Contracts) in the event the Design-Builder encounters Hazardous Materials beyond those contemplated in the Contract Project Documents.

4.13.4 The Design-Builder shall keep detailed records documenting Work done so that the Department may independently verify compliance with all laws, the number of units actually removed, treated, and/or disposed of, and the appropriate unit price(s) applicable to the Work.

Article 5 - CONSTRUCTION PHASE

5.1 General.

The Construction Phase shall not commence until the Department issues a Notice to Proceed for Construction Phase Services. The Design-Builder shall, through Subcontractors or, with the written consent of the Department, with its own forces, perform all of the Work necessary to construct the Project so that it is complete, safe, and properly built in strict accordance with the approved Construction Project Documents and the other requirements of this Agreement. Without limitation, the Design-Builder shall provide all of the labor, materials, tools, equipment, temporary services, and facilities necessary to complete the Project in accordance with the drawings, specifications, schedule and budget that are issued for the Project. The Design-Builder shall be responsible for paying for and obtaining all necessary permits and to pay all necessary fees for utility connections. The Work shall be carried out in a good and workmanlike, first-class manner, and in a timely fashion. All materials and equipment to be incorporated into the Project shall be new and previously unused, unless otherwise specified, and shall be free of manufacturing or other defects.

The Work shall be accomplished in accordance with the following:

- a. Manage all aspects of the renovation and construction of the Project.
- b. Manage bi-weekly progress meetings..

- c. Review and process shop drawing submissions, RFI's, etc.
- d. Prepare meeting notes and records of decisions/changes made.
- e. Conduct pre-closeout inspections.
- f. Review closeout documents for completeness, such as As-Built Drawings based on the Contractor's red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to DGS in hard copy, PDF, and CAD formats.

5.1.1 Unrenovated Portions of the Structure. In constructing the Project, the Design-Builder shall ensure that unrenovated portions of existing structures, if any, including, but not limited to, the mechanical, plumbing, electrical systems and other building systems are not adversely affected. All unrenovated portions of the structures should function, at a minimum, at the level of functionality that existed immediately prior to the construction of the Project. If any unrenovated portion of the Project functions at a lower level of functionality as a result of the Design-Builder's Work, the Design-Builder shall be back-charged the costs incurred by the Department in addressing the decreased functionality.

5.2 Design Completion.

5.2.1 Mid-Point Construction Project Document Review. Based on the approved Design Development Documents and any approved Value Engineering, the Design-Builder shall prepare a set of Construction Documents. It is contemplated that the Construction Documents will be issued in several different sets (i.e. architectural, electrical, mechanical, structural, etc.). As each such set reaches a point where it is approximately Fifty percent (50%) complete, the Design-Builder shall prepare and submit a progress printing to the Department for its review and comment.

5.2.2 Construction Project Document Review & Coordination. The Design-Builder shall complete each of the Construction Documents packages in a manner that addresses the concerns raised by the Department during the review contemplated in **Section 5.2.1** for such package. The Design-Builder shall issue one or more set of permit documents to the Department for its review and approval ("Permit Set"). With regard to each such set, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved Design Development Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. The Department shall have the right to disapprove the Construction Documents for any reason. If the Department disapproves the Construction Documents, the Design-Builder will not be entitled to any additional compensation. If, however, the Department disapproves a Construction Document that is a logical extension of the approved Design Development Documents, the Design-Builder will be entitled to an adjustment to the GMP and/or the Agreement schedule unless such a package departs from the Scope of Work fairly reflected in the GMP Drawings and Specifications and in such event the Design-Builder shall be required to prepare a revised design that complies with the GMP Drawings and Specifications and without any entitlement to an increase in the GMP or an adjustment of the Agreement schedule. In the event the Department does not approve a document within fourteen (14) days after issuance, such document shall be deemed approved unless the Department advises that such document is still under review.

5.2.3. Code Review. The Design-Builder shall submit the Permit Set to the Department of Consumer and Regulatory Affairs in order to obtain the necessary building permits for the Project. The Design-Builder shall monitor the permit process and shall incorporate any changes or adjustments required by the Code Official. The Design-Builder shall also issue any such changes to the Department for its review and approval. In this submittal, the Architect shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set Project Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. Subsequent to obtaining the necessary building permits, the Design-Builder shall prepare one or more sets of "issued for construction Project Documents" (the "IFC Set(s)").

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

5.2.5 Third Party Contractors. The Department will hire third party contractors for plan review and for testing and material inspections. The Design-Builder shall coordinate and work with the Program Manager and third-party plan reviewer during the building permit process.

5.2.6 Final Maintenance and Operations Plan. The Design-Builder shall submit, for the Department's review, a final Maintenance and Operations Plan. The Maintenance and Operations Plan shall be based on the final IFC Set(s). The approved Maintenance and Operations Plan shall form the basis of the Design-Builder's maintenance of the building following Substantial Completion.

5.3 Subcontracting and Administration

5.3.1 It is contemplated that all or substantially all of the construction of the Project will be carried out by trade Subcontractors and that those trade subcontracts will be awarded through the competitive bid process contemplated in **Section 4.4**. The Design-Builder shall enter into a written agreement with each subcontractor. The trade subcontractors will be under written contract with the Design-Builder. All subcontracts and agreements for the supply of equipment or materials awarded for the Project shall be fixed-price contracts unless otherwise expressly authorized by the Department, in writing. It is understood and agreed, however, that certain trade packages (such as the mechanical and electrical packages) may be awarded on a design-assist or design-build basis and that such trade packages may be awarded on such other basis subject to the Department's consent as to the bidding procedures and economic structure with regard to those packages. The Design-Builder and its affiliates may not carry out trade work with its own forces without the Department's written permission, which permission may be withheld or conditioned by the Department in its sole and absolute judgment.

5.3.2 In addition to the open book reporting requirements set forth in Section 5.10, the Design-Builder shall provide to the Department a copy of all quotes or proposals submitted by potential subcontractors.

5.3.3 The Design-Builder shall develop a purchasing strategy to address the expedited schedule and conditions of this Project and shall include appropriate provisions in the subcontracts to minimize the cost impact associated with such conditions. Such strategies may include, but are not limited to (i) obtaining from subcontractors unit price quotes for typical coordination items; (ii) setting aside allowances for coordination work; and (iii) such other techniques as may be employed by the Design-Builder.

5.3.4 The Design-Builder shall carefully document its procedures for making available bid packages to potential bidders, the contents of each bid package, discussions with bidders at any pre-bid meetings, bidders' compliance with bid requirements, all bids received, the Design-Builder's evaluations of all bids, and the basis for the Design-Builder's recommendation as to which bidders should be chosen. The Department shall be afforded access to all such records at all reasonable times so that, among other things, it may independently confirm the Design-Builder's adherence to all requirements set forth in the Agreement including, without limitation, affirmative action requirements and subcontracting requirements.

5.3.5 The Department may, in its sole discretion, reject any or all bids and proposals received for any bid package, and may require the Design-Builder to obtain new or revised bids or proposals.

5.3.6 The Department may, in its sole discretion, direct the Design-Builder to accept a bid from a qualified bidder other than the bidder to whom the Design-Builder recommends award of a subcontract or supply agreement. If the Department chooses this option, it shall issue a Change Order to the Design-Builder for any difference between the cost of the subcontract or supply agreement awarded and the bid price of the Subcontractor or supplier recommended by the Design-Builder, but without any adjustment to the Design-Build Fee.

5.3.7 The Department must approve all Subcontractors and suppliers. The Department may elect to review the form of any subcontract or agreement with a material supplier to ensure that such contract incorporates the contractual provisions required by this Agreement.

5.3.8 The Design-Builder must contract for provision of all services and materials for the Project (other than Self-Performed Work which must be authorized in advance and in writing by the Department) via written subcontracts or, for contracts requiring provision of materials or equipment only, and not labor, via written supply agreements. All subcontracts and supply agreements shall include the following provisions:

5.3.8.1 that, to the extent of the Work or supply within the agreement's scope, the Subcontractor or supplier is bound to the Design-Builder for the performance of all obligations which the Design-Builder owes the Department under the Agreement;

5.3.8.2 that the Subcontractor or supplier is not in privity with the Department and shall not seek compensation directly from the Department on any third-party beneficiary, quantum meruit, or unjust enrichment claim, or otherwise, except as may be permitted by any applicable mechanic's lien law;

5.3.8.3 that the Department is a third-party beneficiary of the subcontract or supply agreement, entitled to enforce any rights thereunder for its benefit;

5.3.8.4 that the Subcontractor or supplier consents to assignment of its agreement to the Department, at the Department's sole option, if the Design-Builder is terminated for default;

5.3.8.5 that the Subcontractor or supplier shall comply immediately with a written order from the Department to the Design-Builder to suspend or stop work;

5.3.8.6 that the Subcontractor or supplier shall maintain records of all Work it is requested or authorized to do on a time and material or cost-plus basis, or with respect to claims that it has asserted on a time and materials or cost-plus basis, during the Project and for a period of time specified in the General Conditions cost and requiring the Subcontractor or supplier to make those records available for review or audit by the Department during that time;

5.3.8.7 that the Subcontractor shall obtain and maintain, throughout the Project, workers' compensation insurance in accordance with the laws of the District of Columbia (This provision is not applicable to supply agreements);

5.3.8.8 that, if the Department terminates the Agreement for convenience, the Design-Builder may similarly terminate the subcontract or supply agreement for convenience, upon a written notice to the Subcontractor or supplier, and that the Subcontractor or supplier shall, in such a case, be entitled only to the costs set forth in Article 6 of the Standard Contract Provisions (Construction Contracts);

5.3.8.9 that the Department shall have the right to enter into a contract with the Subcontractor or supplier for the same price as its subcontract or supply agreement price less amounts already paid, if the Design-Builder files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it;

5.3.8.10 that the Subcontractor or supplier shall not be entitled to payment for defective or non-conforming work, materials or equipment, and shall be obligated promptly to repair or replace non-conforming work, materials or equipment at its own cost;

5.3.8.11 a provision requiring that Subcontractors and suppliers promptly pay Subcontractors and suppliers at lower tiers, imposing upon the Subcontractors and suppliers a duty to pay interest on late payments, and barring reimbursement for interest paid to lower tier Subcontractors or suppliers due to a Subcontractor's or supplier's failure to pay them in timely fashion;

5.3.8.12 a provision requiring that all Subcontractors at all tiers comply with the provisions of Article 13 (Economic Inclusion Goals); provided, however, that the Design-Builder may, in its reasonable discretion impose a different LSDBE subcontracting goal on some or all of its Subcontractors; provided, further, however, that nothing in this provision shall be deemed to excuse the Design-Builder from using its best efforts to achieve the LSDBE subcontracting goal on an aggregate basis for the Project;

5.3.8.13 a provision which allows the Design-Builder to withhold payment from the Subcontractor if the Subcontractor does not meet the requirements of the Subcontract;

5.3.8.14 lien and claim release and waiver provisions substantially identical to those in this Agreement.

5.3.9 Upon receiving any payment from the Department that includes amounts attributable to Work performed or materials or equipment supplied by a Subcontractor or supplier, the Design-Builder shall either pay the Subcontractor or supplier for its proportionate share of the amount paid to the Design-Builder for the Subcontractor's or supplier's Work or materials or equipment, or notify the Department and the Subcontractor or supplier, in writing, of the Design-Builder's intention to withhold all or part of the payment and state the reason for the withholding. All monies paid to the Design-Builder under the Agreement shall be used first to pay amounts due to Subcontractors or suppliers supplying labor or materials for the Project and only money remaining after such payments are made may be used for other items such as the Design-Build Fee. Monies paid by joint check shall be deemed to have been paid fully to the Subcontractor or supplier named as a joint payee, unless the Department agrees otherwise in writing. Any interest paid to Subcontractors or suppliers because the Design-Builder has failed to pay them in timely fashion shall not be reimbursable as part of the Cost of the Work.

5.3.10 The Design-Builder shall not enter into any profit sharing, rebate, or similar arrangement with any Subcontractor or supplier at any tier with respect to the Project or the Work to be carried out for the Project.

5.3.11 The Design-Builder shall not substitute or replace any subcontractor or supplier approved by the Department without the Department's Contracting Officer and DSLBD prior written consent.

5.3.12 The Department has the right to contact Subcontractors or suppliers at all tiers, or material or equipment suppliers directly to confirm amounts due and owing to them or amounts paid to them for Work on the Project, and to ascertain from the Subcontractors or suppliers at all tiers their projections of the cost to complete their work or to supply their material or equipment, or the existence of any claims or disputes. In doing so the Department shall not issue any directions to Subcontractors or Suppliers at any tier.

5.3.13 If it comes to the Department's attention that a Subcontractor or supplier has not been paid in timely fashion (other than for disputed amounts), and if the Design-Builder fails to cure the problem within five (5) calendar days after the Department gives it written notice of the

failure to pay, the Department may make payments to the Subcontractor or supplier and Design-Builder by joint check. If the payment was already made to the contractor, the joint check will be for future payments, if any.

5.3.14 The Design-Builder shall be required to provide an evaluation of each of its subcontractors' performance by completing and submitting to the Department the Subcontractor Performance Evaluation Form set forth as **Exhibit O**, as follows:

- (a) Within ninety (90) days of initiating the Construction Phase; and
- (b) Within thirty (30) days after Final Completion of the Project.

5.3.15 The Design-Builder shall be required to provide a certificate of insurance for each subcontractor before such subcontractor begins work.

5.4 Weekly Progress Meetings & Schedule Updates.

The Design-Builder shall schedule and conduct, at a minimum, weekly progress meetings following the Design-Builder's generated agenda at which the Department, the Architect, the Program Manager, the Design-Builder and appropriate Subcontractors can discuss the status of the Work. The Design-Builder shall prepare and promptly distribute meeting minutes. In addition, the Design-Builder shall submit bi-weekly Schedule updates which shall reflect actual conditions of Project progress as of the date of the update. The update shall reflect the actual progress of construction, identify any developing delays, regardless of their cause, and reflect the Design-Builder'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 Design-Builder shall identify the causes of any potential delay and state what, in the Design-Builder's judgment, must be done to avoid or reduce that delay. The Design-Builder shall point out, in its narrative, changes that have occurred since the last update, including those related to major changes in the Scope of Work, 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 a native format reasonably acceptable to the Department (e.g., Primavera). The Department 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(s). The Department's receipt of, and lack of objection to, any schedule update showing Substantial Completion or Final Completion later than the dates agreed upon in the Project Schedule shall not be regarded as the Department's agreement that the Design-Builder may have an extension of time, or as a waiver of any of the Department's rights, but merely as the Design-Builder's representation that, as a matter of fact, Substantial Completion or Final Completion of the Project may not be completed by the agreed upon date in the Project Schedule. Changes to the scheduled completion dates may be made only in the circumstances and only by the methods set forth in this Agreement.

5.5 Written Reports.

The Design-Builder shall provide written reports to the Department on the progress of the entire Work at least monthly from Preconstruction NTE until Final Completion of the Project. The monthly report shall include: (i) an updated schedule analysis, including any plans to correct defective or deficient work or recover delays; (ii) an updated cost report; (iii) a monthly review of cash flow; (iv) a quality control report; and (v) progress photos. Such written report shall including the following elements:

5.5.1 Construction Progress Update. Each monthly update shall contain a narrative description of the Project progress and a critical path method schedule in Primavera format, including any plans to correct defective or deficient work or for time lost due to delays.

5.5.2 Cost Update. The monthly update shall reflect, by Guaranteed Maximum Price line item, the original line-item amount, approved, pending, and projected Change Order amounts, the cost incurred to date, the projected cost to complete the Work of the line item, and any variance between the actually approved budgeted balance of the line item and the projected cost to complete. A clear distinction must be made between approved Change Orders and those merely requested or anticipated. The report shall explain all variances including “buy-outs” or final actual costs including those below their respective Guaranteed Maximum Price line item. In addition, the report must disclose any instances in which the Design-Builder has transferred amounts from one line item to another, or from the Contingency to any other line item. Neither submission of, nor the Department’s failure to reject an update reflecting that the projected cost to complete the Project exceeding the Guaranteed Maximum Price will operate to increase the Guaranteed Maximum Price or waive the Department’s right to enforce the Guaranteed Maximum Price. If the report reflects budget overruns, it must also include a recovery plan.

5.5.3 Economic Inclusion Report. The monthly report shall include a detailed summary of the Design-Builder’s efforts and results with respect to the economic inclusion goals set forth in this Agreement. Such report shall be in a format acceptable to the Department and shall include, at a minimum: (i) the Design-Builder’s overall performance with respect to the goals; (ii) a listing of subcontracts and agreements with material suppliers during the month and the percentage of those subcontracts and agreements with material suppliers awarded to LSDBEs; (iii) a listing of subcontracts during the month and the estimated percentage of the labor hours to be worked by District of Columbia residents pursuant to those subcontracts; and (iv) a description of the major subcontracting and supply opportunities that will be solicited during the next three (3) months and the actions being taken to meet the subcontracting goals.

5.5.4 Cash Flow Update. If there have been any changes to the anticipated cash flow for the Project, such changes shall be disclosed and explained in the monthly report. If there are no such changes, the report shall so state.

5.5.5 Quality Assurance Report. The monthly report shall include a detailed summary of the steps that are being employed to ensure quality construction and workmanship. Each report shall specifically address issues that were raised by the Department and/or its Program Manager during the prior month and outline the steps that are being taken to address such issues.

5.5.6 Progress Photos. The monthly report shall include updated progress photos that shall detail changes in the Work during the month. The Design-Builder shall also maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, major equipment on the site, Work accomplished, problems encountered and other similar relevant data as the Department may reasonably require. The log shall be available to the Department, the Architect and the Program Manager, and on a monthly basis a copy of the log shall be submitted to the Department.

5.6 Cost Control System.

The Design-Builder shall use a system of cost control for the Work in a format consistent with the GMP Drawings & Specifications and approved by the Department, which shall include, without limitation, regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Design-Builder shall identify variances between actual and estimated costs and report the variances to the Department, the Architect and the Program Manager at regular intervals.

5.7 Key Personnel.

5.7.1 To carry out its duties, the Design-Builder shall provide at least the key personnel identified in **Exhibit F** to this Agreement (“Key Personnel”), who shall carry out the functions identified in **Exhibit F**. Among other things, the Key Personnel shall include:

A - Key Personnel of the Prime Contractor:

- i. Project Manager
- ii. Superintendent
- iii. Project Executive

B - Key Personnel of the Architect/Engineer

- i. Project Architect
- ii. Project Designer
- iii. Principal in Charge
- iv. Lead Mechanical Engineer
- v. Lead Structural Engineer
- vi. Lead Envelope Consultant

It is contemplated that these Key personnel will work from the design stage, purchasing and throughout the bulk of the field work. The Design-Builder’s obligation to provide adequate staffing is not limited to providing the Key Personnel, but is determined by the needs of the Project. The Design-Builder shall not replace any of the Key Personnel without the Department’s prior written approval. If any of the Key Personnel become unavailable to perform services in connection with the Agreement due to death, disability or separation from the employment of the Design-Builder or any affiliate of the Design-Builder, then the Design-Builder shall promptly notify the Department’s Contracting Officer and propose a replacement acceptable to the Department. The Department shall be entitled to complete

information before approving such replacement, including, but not limited to, a current resume of the proposed replacement to include qualifications and experience.

5.7.2 Certain members of the Design-Builder's Key Personnel shall be subject to a replacement fee for their removal or reassignment by the Design-Builder. Those members of the Design-Builder's Key Personnel subject to a replacement fee shall be identified in **Exhibit F** as subject to the replacement fee provisions. In the event there is no delineation in **Exhibit F** of those members of the Design-Builder's Key Personnel subject to the replacement fee provisions of this Agreement, then all of the Key Personnel shall be subject to the replacement fee provisions of this Agreement.

5.7.2.1 Removal or Replacement of Key Personnel. Subject to the terms of Section 5.7.1, if the Design-Builder replaces one of the key personnel listed in **Exhibit F** as being subject to a replacement fee, without the prior written consent of the Contracting Officer, then the Design-Builder shall pay to the Department the amount set forth in the Project Information Section of this Agreement as replacement fee and not a penalty, to reimburse the Department for its administrative costs arising from the Design-Builder's failure to provide the Key Personnel. The foregoing replacement fee amount shall not bar recovery of any other damages, costs or expenses other than the Department's internal administrative costs.

5.7.2.2 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 Design-Builder in the event that a member of the Key Personnel has been removed or replaced by the Design-Builder without the prior written consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the Design-Builder, the Department shall have the right to enforce the terms of this Agreement and to keep-in-place those members of the Design-Builder'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 Design-Builder's team approved by the Department.

5.8 Qualified Personnel/Cooperation.

The Design-Builder shall employ on the Project only those employees and Subcontractors who will work together in harmony and who will cooperate with one another on the Project. The Design-Builder shall enforce strict discipline, good order and harmony among its employees and its Subcontractors and shall remove from the site any person who is unfit for the Work or fails to conduct herself or himself in a proper and cooperative manner. If the Department requests removal of any person as unfit or as having behaved inappropriately, the Design-Builder shall promptly comply.

5.9 Warranty.

The Design-Builder warrants to the Department that materials and equipment furnished under the Contract Project Documents will be of good quality and new unless otherwise required

or permitted by the Contract Project Documents, that for the one (1) year period following the Substantial Completion Date the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Project Documents. The Design-Builder's warranty excludes remedies for damage or defect caused by abuse, modifications not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear from normal usage. The Design-Builder shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the Design-Builder and a representative of the Department shall walk the Project to identify any necessary warranty work

5.10 Open Book Reporting.

The Design-Builder shall maintain an open book reporting system with the Department, allowing the Department or its consultants access to the Design-Builder's Subcontractors and material suppliers, invoices, purchase orders, Change Order estimates, records for Self-Performed Work, and other relevant Project Documentation and sources of information concerning the Work or costs. The Department shall not use its access to the Subcontractors to give instructions or directions to them. All instructions or directions shall be given only to the Design-Builder.

5.11 Claims for Additional Time.

5.11.1 Time is of the essence of this Agreement. The Project must be Substantially Complete no later than the Substantial Completion Date set forth within the Project Information Section above.

5.11.2 The Design-Builder will perform the Work so that it shall achieve Substantial Completion by the Substantial Completion Date. Unless the failure to achieve Substantial Completion by the Substantial Completion Date is a result of an Excusable Delay, as defined in Section 5.11.3, the delay shall be deemed Non-Excusable and the Design-Builder shall not be entitled to an extension of time. Without limiting the generality of the foregoing, delays for the following reasons shall be regarded as Non-Excusable and shall not entitle the Design-Builder to an extension of time:

5.11.2.1 Delays due to job site labor disputes, work stoppages, or suspensions of work;

5.11.2.2 Delays due to adverse weather, unless the Design-Builder establishes that the adverse weather was of a nature and duration in excess of averages established by data from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the Project locale for the ten (10) years preceding the effective date of the Agreement. For purposes of this clause, weather shall only be deemed "adverse" if the weather in question was more severe than that encountered at the Project site over the last ten (10) years for the month in question. Such determinations shall be made based on the number of rain/snow days or the cumulative precipitation total for the month in question. Notwithstanding the foregoing, named storms shall conclusively be deemed "adverse";

5.11.2.3 Delays due to the failure of the Design-Builder or Subcontractors or material suppliers at any tier to perform in timely or proper fashion, without regard to concepts of negligence or fault; or

5.11.2.4 Delays due to Site Conditions whether known or unknown as of the effective date of the Agreement, foreseeable or unforeseeable at that time, naturally occurring or man-made; provided, however, that delays due to differing Site Conditions as permitted by Article 4, Section A of the Standard Contract Provisions (Construction Contracts) or Hazardous Materials Remediation shall be deemed an Excusable Delay.

5.11.3 The Design-Builder shall be entitled to an adjustment in the Substantial Completion Date due to an Excusable Delay. The term “Excusable Delay” shall mean:

5.11.3.1 Delays due to adverse weather other than those that are classified as a Non-Excusable delay in accordance with Section 5.11.2.2 of this Agreement;

5.11.3.2 Delays due to acts of God, war, unavoidable casualties, civil unrest, and other similar causes of delay that are beyond the control of the Design-Builder; provided, however, that in no event shall a Non-Excusable Delay or the action or inaction of the Design-Builder, or any of its employees, agents, Subcontractors or material suppliers be deemed an Excusable Delay; or

5.11.3.3 Delays caused by differing Site Conditions as permitted by Article 4, Section A of the Standard Contract Provisions (Construction Contracts) or Hazardous Materials Remediation as contemplated in Section 5.11.2.4 of this Agreement;

5.11.3.4 Delays due to suspensions of work;

5.11.3.5 Delays caused by the Client Agency or separate contractors of the Client Agency to the extent such delays are not concurrent with delays caused by the Design-Builder or any of its employees, agents, subcontractors or material suppliers; or

In addition to the forgoing, a delay shall be deemed to be an Excusable Delay only to the extent that such delay (i) warrants an extension in the Substantial or Final Completion Date; (ii) has not been caused by the Design-Builder or any of its employees, agents, Subcontractors or material suppliers; (iii) is on Project’s critical path; and (iv) is in addition to any time contingency periods set forth in the critical path.

5.11.4 If the Design-Builder wishes to make a claim for an adjustment in time allotted per the Project Schedule, written notice as provided herein shall be given. The Design-Builder’s claim shall include an estimate of the cost and of the probable effect of delay on the progress of the Work. In the case of continuing delay, only one claim is necessary.

5.11.5 In no event shall the Design-Builder be entitled to an increase in the GMP or the Design-Build Fee as a result of either an Excusable or Non-Excusable Delay; provided, however, that to the extent that a delay is: (i) an Excusable Delay; (ii) of unreasonable duration; (iii) caused

solely by the Department; and (iv) not concurrent with any other delay, then the Design-Builder shall be entitled to receive its actual costs, including all direct and indirect costs, bonds and insurances resulting from such extended duration. It is understood that the Design-Builder shall not be entitled to any profit or home office overhead, including, but not limited to, an increase in the Design-Build Fee, on any amounts to which the Design-Builder may be entitled pursuant to the preceding sentence.

5.12 Site Safety and Clean-Up.

5.12.1 The Design-Builder will be required to provide a safe and efficient site, with controlled access. As part of this obligation, the Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project, and shall comply with the requirements set forth in Article 16, Section F of the Standard Contract Provisions (Construction Contracts).

5.12.2 Safety Plan. Prior to the start of construction activities, the Design-Builder shall prepare a safety plan for the construction phase conforming to OSHA 29 CFR 1926 (such plan, the “Safety Plan”). Pursuant to OSHA 29 CFR 1926, the Design-Builder shall provide all employees with the necessary Personal Protective Equipment (“PPE”) to comply with all COVID-19 regulations, and shall additionally require anyone on site to comply with any PPE requirements. This Safety Plan developed by the Design-Builder shall describe the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that will be used as well as the site security details. The Safety Plan will be submitted to the Department and Client Agency for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the Design-Builder shall comply with it at all times during construction. The Design-Builder shall be required to revise the Safety Plan as may be requested by the Department or Client Agency at any time, including, but not limited to, as necessary to address any new national or local COVID-19 regulations, recommendations, or restrictions. The cost of revising and complying with the plan shall not entitle the Design-Builder to an increase in the GMP. In the event the Design-Builder fails to provide the Safety Plan, the Design-Builder will not be permitted to commence the Construction Phase until the Safety Plan is submitted and in no event shall any resulting delay constitute an Excusable Delay. Additionally, the Design-Builder shall comply with the requirements of Article 27, Section A of the Standard Contract Provisions (Construction Contracts).

5.12.3 Safety Barriers/Fences. As part of its responsibility for Project safety, the Design-Builder shall install such fences and barriers as may be necessary to separate the construction areas of the site from those areas that are then being used by Client Agency for educational purposes. The Design-Builder shall describe in the Safety Plan the proposed separation and the specific nature of the fences and barriers that will be used.

5.12.4 Site Security. The Design-Builder shall be responsible for site security and shall be required to provide such watchmen as are necessary to protect the site from unwanted intrusion. Site security shall be included in the Design-Builder’s General Conditions Cost.

5.12.5 Exculpation. The right of the Department and Client Agency to comment on the Safety Plan and the nature and location of the required fences and barriers shall in no way absolve the Design-Builder from the obligation to maintain a safe site.

5.12.6 Site Cleanliness. During the Agreement performance and/or as directed by the Department's Program Manager, as the installation is completed, the Design-Builder shall ensure that the site is clear of all extraneous materials, rubbish, or debris.

5.13 Workhours, Site Office, and Coordination with Client Agency and Community

5.13.1 Workhours. The Design-Builder shall comply with the Noise Ordinance and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance.

5.13.2 Site Office. Throughout the Project, the Design-Builder shall provide and maintain a fully-equipped construction office for the Project site.

5.13.3 Parking. The Design-Builder shall organize its work in such a manner so as to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the site is likely to have an adverse impact on neighborhood parking, the Design-Builder shall develop a parking plan for those individuals working on the site that is reasonably acceptable to the Department.

5.13.4 Wheel Washing Stations. The Design-Builder shall provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site.

5.13.5 Outreach Plan. The Design-Builder shall keep the Department informed of the construction activities and their potential impact on the community and shall develop a community outreach plan (the "Outreach Plan"). The Design-Builder shall submit the Outreach Plan to the Department prior to its implementation which shall be subject to the Department's review and approval.

5.13.6 Supervision. Throughout the Work, the construction office shall be managed by personnel competent to oversee the Work at all times while construction is underway. Such personnel shall maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

5.14 Close-out & FF&E.

5.14.1 A detailed list of FF&E requirements will be developed during the design & Preconstruction Phase and attached hereto as **Exhibit N**.

5.14.2 Punchlist. Promptly before Substantial Completion, the Design-Builder shall cause the Architect to develop a punchlist. Once the punchlist is prepared, the Design-Builder

shall inspect the Work along with representatives from the Department. The punchlist shall be revised to reflect additional work items that are discovered during such inspection. The Design-Builder shall correct all punchlist items no later than thirty (30) days after Substantial Completion is achieved.

5.14.3 Warranties & Manuals. Prior to Substantial Completion and no later than fifteen (15) days following Substantial Completion, the Design-Builder shall prepare and submit the following project documentation (“Project Documentation”): (i) a complete set of product manuals (“O&M”), training videos, warranties, etc.; (ii) attic stock; (iii) an equipment schedule; (iv) a proposed schedule of maintenance for the new building; (v) environmental, health and safety Project Documents for the renovated building; and (vi) all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.) for the new building. No later than thirty (30) days following Substantial Completion, the Design-Builder shall prepare and submit: (i) a complete set of its Project files; and (ii) a set of record drawings, including BIM models.

5.14.4 Support for Initial Heating & Cooling Season. The Design-Builder and its mechanical subcontractor shall provide support to the Client Agency and the Department during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved.

5.14.5 Training. The Design-Builder shall provide training to Client Agency staff on all of the building systems. The Design-Builder shall be required to schedule such training sessions and shall use commercially reasonable efforts to ensure all such training occurs prior to Final Completion. All training shall be electronically recorded and turned over to the Department for future use.

5.14.6 The Design-Builder shall assist Client Agency in relocating FF&E and other items as necessary within the renovated building, as well as for cleaning and other move-in services as directed by the Department. The GMP shall include an allowance and Scope of Work for these activities. This allowance is in addition to cleaning services that would otherwise be required by the Design-Builder, including, but not limited to, the obligation to deliver a broom clean building at the end of construction.

5.15 Salvaged and Stored Items. The Design-Builder shall be responsible for salvaging and storing all items as identified by the Department, and to the benefit of the Department, in accordance with all applicable District laws and regulations, after notifying the Department and receiving the Department’s permission to proceed.

5.16 Protection of Existing Elements.
The Design-Builder shall protect all existing features, public utilities, and other existing structures during construction. The Design-Builder shall protect existing, site improvements, trees and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. The Design-Builder shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

5.17 Sediment and Erosion Control.

The Design-Builder shall be responsible for installing sediment and erosion control measures in accordance with DOEE guidelines, inclusive of, but not limited to: silt fencing, inlet protection, stabilized construction entrances, and other control measures. The Design Builder shall be responsible for scheduling and coordination of DOEE Kick-Off Meeting.

5.18 Quality Control.

5.18.1 General Obligation. The Design-Builder shall ensure adequate control for all activities necessary to execute, manage, control, and document work for ensuring compliance with the Contract Project Documents. The Design-Builder's responsibility includes ensuring adequate quality control services are provided by the Design-Builder's employees, its subcontractors, vendors & suppliers at all levels from concept to completion including site assessment-investigations/discovery, schematic design development, pre-construction, construction and closeout phases. All contract related work activities and their implementation procedures described within this quality control plan shall also address safety, measures to ensure regulatory permit & code compliance, submittal management, change document processing/incorporation, reporting, and all other functions necessary to achieve highest levels of quality during design and construction efforts.

5.18.2 Quality Control Plan. Within forty-five (45) days after the Design Development Documents are approved, the Design-Builder shall develop a quality control plan for the Project (the "Quality Control Plan"). A draft of the Quality Control Plan shall be submitted to the Department and shall be subject to the Department's review and approval. This draft shall comply with the guidelines and include at a minimum, the necessary components for Quality Control Plan development described within the Department's quality control master program. The Quality Control Plan shall be tailored to the specific products/type of construction activities contemplated in the Design Development Documents, and in general, shall include a table of contents, quality control team organization and hierarchical arrangement detailing ongoing, regular interaction/coordination between design & construction teams, duties/responsibilities of quality control personnel, submittal procedures, schedule of specified inspection & testing requirements, deficiency correction procedures, issues & conflicts resolution, RFI documentation process, change management, as-built record keeping of Contract Project Documents and a listing of customized quality control procedures that will be required to ensure key elements of the Work are executed in conformance with design documents. Examples of a few key elements that necessitate focused attention and involvement of competent agencies include MEP-energy systems startup/commissioning, security systems integration and building envelope multi-trade coordination. Mockup construction requirements must be incorporated into the plan, in order to establish a minimum standard of acceptance by the Department, for the project's most visible and critical structural-architectural building elements like CIP concrete and exterior facades. The Quality Control plan must clearly describe requirements addressing involvement of qualified personnel for critical building elements and any delegated design features that require engineered solutions, backed by supporting analysis data. The Quality Control Plan must clearly describe quality control measures recommended to be undertaken by both design & construction teams. Prior to construction phase commencing, the Design-Build must advise the Department regarding

the status of their drawing & specification documents, from a percentage completion standpoint. For that matter, the Design Phase quality control effort shall provide metrics to gauge whether the design documents –drawings & specifications –are as complete as possible, prior to contractor’s groundbreaking. Similarly, the Quality Control Plan must describe in detail the quality control mechanisms proposed to be implemented by the Design-Builder for ensuring adherence with design documents by way of minimal rework and maintaining the highest standards of construction. The Quality Control Plan must detail description of any 3rd parties suggested to be hired by the Department such as building envelope consultants and commissioning agent.

5.18.3 Implementation. During the Construction Phase, the Design-Builder shall perform regular quality control inspections and create reports based on such inspections pursuant to the Quality Control Plan. These quality control reports shall be provided to the Department electronically on a monthly basis. The Design-Builder shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming Work. The monthly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The monthly report should specifically address issues raised during the month and outline the steps that are being used to address such issues. Following are the components that must at a minimum be included within the monthly Quality Control report submitted to DGS. All components must be updated regularly, and current versions included with monthly submissions to the department.

- a. A written narrative of Quality Control activities for the month supported by embedded, cross referenced photos.
- b. CPM updates and analysis reflecting status of critical submittals affecting work progress, elaborated further within the descriptive work narrative accompanying CPM baseline schedule and subsequent, regular updates’ submissions to the Department.
- c. Deficiency tracking log.
- d. Test & Inspections log recording all related activities for the month and cumulative for the project. This must correspond and cross reference the project’s testing & inspections schedule described above with **Section 5.18.2.**
- e. Submittal schedule detailing status of all project submittals.

5.19 Acceleration.

Subject to the terms of this Section, the Department shall have the right to direct the Design-Builder to accelerate the Work if, in the reasonable judgment of Department: (i) the Design-Builder fails to supply a sufficiency of workers or to deliver the materials or equipment with such promptness as to prevent the delay in the progress of the Work; or (ii) the progress of the Work otherwise materially falls behind the projections contained in the then currently approved Project Schedule. In the event that the Department or its Program Manager determine that either of the events specified in the preceding sentence have occurred, the Department shall provide the Design-

Builder with written notice of such event and the Design-Builder shall be required to provide the Department with a schedule recovery plan (“Recovery Plan”) that is reasonably designed to address the concerns raised in such notice within three (3) days after receipt of such notice. If the Department and the Design-Builder are unable to agree on the terms of the Recovery Plan within five (5) days after the issuance of the notice (i.e. within forty eight (48) hours after the receipt of the proposed Recovery Plan), the Department shall have the right to direct such acceleration as the Department, in its reasonable judgment, deems necessary. Provided Department complies with the notice provisions of this Section, the cost of any acceleration directed under this Section shall not justify an adjustment to the GMP or the Substantial Completion Date.

Given the nature of the Project and the fact that there is a fixed date upon which the Client Agency plans to occupy the building, the Design-Builder hereby: (i) acknowledges that this provision is a material inducement upon which the Department has relied in entering into this Agreement; and (ii) represents and warrants that it has included sufficient funding in the GMP in order to comply with the requirements of this Section.

5.20 Corrective Action Plan.

Subject to the terms of this Section, the Department shall have the right direct the Design-Builder to revise the provisions of the Quality Control Plan if, in the reasonable judgment of the Department, the craftsmanship of the Work being installed fails to comply with generally applicable industry standards, requirements set forth in the Specifications that are reasonably related to the quality of craftsmanship quality, or any provisions set forth in this Agreement (each a “Quality Control Event”). In the event that the Department or its Program Manager determine that a Quality Control Event has occurred, the Department shall provide the Design-Builder with written notice of the occurrence of such Quality Control Event and the Design-Builder shall be required to provide the Department with a corrective action plan that is reasonably designed to address the concerns raised in such notice within three (3) days after receipt of such notice (each instance, a “Corrective Action Plan”). If the Department and the Design-Builder are unable to agree on the terms of the Corrective Action Plan within five (5) days after the issuance of the notice (i.e. within forty eight (48) hours after the receipt of the proposed corrective action plan), the Department shall have the right to direct such corrective action measures as the Department, in its reasonable judgment, deems necessary. Such directive may include adjustments to the procedural provisions set forth in the Quality Control Plan and/or may impose additional requirements on the manner in which Work is being performed. Provided the Department complies with the notice provisions of this Section, the cost of any such corrective action directed under this Section shall not justify an adjustment to the GMP or the Substantial Completion Date.

5.21

- a. Use of Department’s Electronic Project Management Information System (ProjectTeam).** The Design-Builder shall utilize the Department’s ProjectTeam system to create, manage and/or submit any and all documentation required to be provided by the vendor during the course of the Project, including, but not limited to: (i) requests for information; (ii) submittals; (iii) potential change orders; (iv)

meeting minutes; (v) pencil copy invoices; (vi) drawings and specifications;(vii) punchlist; and (viii) other documents as may be designated by the Department.

Electronic storage and transmission of information via ProjectTeam system shall be compliant with the provisions of the document security section of these general requirements.

- b. Invoice Submittal.** The Design- Builder shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The Design- Builder shall submit proper invoices on a monthly basis. To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Design-Builder's profile.

5.22 Conformance with Laws.

It shall be the responsibility of the Design-Builder to perform under the Agreement in conformance with the Department's Procurement Regulations and all applicable statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Design-Builder to determine the Procurement Regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Design-Builder's obligations thereunder.. Given the requirements for the Project, the Department may, at its sole discretion, (i) apply for variance to the requirement of adhering to the Green Building Act on the Project and (ii) consider deferring the Scope of Work associated with storm water management to a later phase of the Project.

5.23 Licensing, Accreditation and Registration

The Design-Builder and all of its subcontractors and subconsultants (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 Agreement. 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.

5.24 Construction Phase Deliverables.

The deliverables set forth on **Exhibit C** are required during the Construction Phase.

5.25 Close-Out Deliverables.

The deliverables set forth in **Exhibit N** are required during the Project's Close-Out and prior to Final Payment, as set forth in Section 10.12 and below:

- a) A complete set of the Design-Builder's Project files.
- b) A complete set of product manuals (O&M), training videos, warranties, etc.
- c) As built record drawings.
- d) Attic stock and schedule.
- e) Equipment schedule.

- f) Proposed schedule of maintenance.
- g) Environmental, health & safety documents.
- h) LEED – Preliminary Construction Review.
- i) All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).
- j) Final Maintenance and Operations Plan.
- k) All other deliverables as required in **Exhibit S** DGS Division One Specifications:

Article 6 - DESIGNATED REPRESENTATIVES

6.1 Department’s Designated Representative.

The Department designates the individual(s) identified in **Exhibit I** as its representative with express authority to bind the Department with respect to all matters requiring the Department’s approval or authorization. Subject to the limitations on their authority specified in **Exhibit I**, these representative(s) shall have the exclusive authority to make decisions on behalf of the Department concerning estimates and schedules, construction budgets, changes in the Work, and execution of Change Orders, Contract Modifications or Change Directives, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or performance of the Work of the Design-Builder. In order for the Department to effectively manage the Project and assure that the Design-Builder does not receive conflicting instructions regarding the Work, the Design-Builder shall promptly notify the Department’s representative upon receiving any instructions or other communication in connection with the Design-Builder’s Work from any employee of the Department or other purported agent of the Department other than the Department’s designated representative.

6.2 Design-Builder’s Designated Representative.

The Design-Builder designates the individual(s) identified in **Exhibit H** as its representative with express authority to bind the Design-Builder with respect to all matters requiring the Design-Builder’s approval or authorization. In addition, the Department retains the right to approve candidates to serve as on-site personnel in accordance with each candidate’s experience with similar projects and local marketplace conditions. Once approved, individuals cannot be changed without the Department’s prior approval. During the entire term of the Agreement, it is agreed that the Design-Builder’s designated representative will devote his or her time exclusively to the Project, unless the Department consents to a reduction in time. All services provided by the Design-Builder shall be performed in accordance with the highest professional standards recognized and adhered to by design-builders that build first-class state-of-the-art buildings and projects that are similar to the Project in large urban areas.

Article 7 - COMPENSATION AND PAYMENTS FOR DESIGN & PRECONSTRUCTION PHASE SERVICES

7.1 Compensation

7.1.1 The Department shall compensate and make payments to the Design-Builder for Design & Preconstruction Services in accordance with this Article 7 and Article 10. For Preconstruction Services, the Design-Builder's compensation shall be as set forth in the Project Information Section of this Agreement (the "Preconstruction Fee"). The Preconstruction Fee shall include, but not be limited to, amounts necessary to compensate the Design-Builder for:

- Profit
- Home Office Overhead
- Fringe Benefits associated with staff costs
- Payroll taxes associated with staff costs
- Staff costs associated with obtaining permits and approvals during the Design & Preconstruction Phase
- Out-of-house consultants
- Travel, Living and Relocation expenses
- Job vehicles
- Office equipment including but not limited to:
 - Computer hardware and software
 - Fax machines
 - Copying machines
- Office supplies
- Telephone
- Local delivery and overnight delivery costs

7.1.2 The Department shall compensate and make payments to the Design-Builder for design services in accordance with this Article 7 and Article 10. For design services, the Design-Builder's compensation shall not exceed the amount set forth in the Project Information Section of this Agreement.

7.2 Payments

7.2.1 Payments for Design & Preconstruction Phase Services shall be made monthly over the anticipated duration of the Design & Preconstruction Phase following presentation and acceptance of the Design-Builder's invoice and shall be in proportion to services performed. In no event, however, will the aggregate of the Design-Builder's monthly invoices for Design & Preconstruction Phase Services exceed the Preconstruction Fee plus the Design Fee.

7.2.2 Payments are due and payable in accordance with Article 10 of this Agreement. Amounts unpaid after the date of which payments due shall bear interest in accordance with the Quick Payment Act.

Article 8 - COMPENSATION FOR CONSTRUCTION PHASE SERVICES

8.1 Compensation.

The Department shall compensate and make payments to the Design-Builder for Construction Phase Services in accordance with this Article 8 and Article 10. For the Construction Phase Services, the Design-Builder's total compensation shall be as set forth in the Project Information Section of this Agreement (the "Design-Build Fee"). The Design-Builder acknowledges and agrees that the percentage of the total amount of the Design-Build Fee set forth in the Project Information Section of this Agreement is at risk (the "At Risk Portion"), and the Design-Builder shall only be entitled to the At Risk Portion as set forth below. Unless and until the Design-Builder's entitlement to any subset of the At Risk Portion is determined by the Department, the Design-Builder shall only be entitled to bill for the portion of the Design-Build Fee that is not at risk (the "Base Design-Build Fee"). The Design-Build Fee shall be billed in accordance with Article 10, to be paid in equal monthly installments over the anticipated duration of the Construction Phase. To the extent that the duration of the Agreement is extended, the then remaining amounts of the Design-Build Fee will be re-allocated such that the then existing portion of the Design-Build Fee shall be evenly spread over the then remaining duration of the Construction Phase.

8.1.1 Award Fee Pool. The At Risk Portion shall be used to establish and fund an award fee pool ("the Award Fee Pool"). Within sixty (60) days after approval and fully execution of this Agreement, the Department shall appoint a committee that will determine entitlement to those portions of the Award Fee Pool so designated below (such committee, the "Award Fee Evaluation Committee"). The Award Fee Evaluation Committee will consist of: (i) the Department's Deputy Director for Capital Construction; (ii) a senior representative from Client Agency; and (iii) a senior member of the Program Management team that is not involved in the day-to-day management of this Project that is acceptable to both Parties.

8.1.2 The Design-Builder may earn the At Risk Portion of the Design Build Fee in accordance with **Exhibit R**.

8.2 Maximum Cost of General Conditions.

The Design-Builder shall not be entitled to recover more than the amount set forth in the Project Information Section of this Agreement for the Cost of General Conditions (such amount, the "Maximum Cost of General Conditions"). If, as a result of any Change Order(s) or Change Directive(s): (i) the Project durations extends 30 days or more beyond the Substantial Completion Date; and (ii) the Design-Builder can demonstrate to the satisfaction of the Department that such additional Costs of General Conditions are reasonable and not due to any fault of the Design-Builder, its Subcontractors, material men, consultants or anyone making claims thereunder, the Design-Builder may request a Change Order to adjust the Maximum Cost of General Conditions. To the extent the Design-Builder incurs Costs of General Conditions in excess of the Maximum Cost of General Conditions, the Design-Builder shall not be entitled to reimbursement for such amounts unless the Department authorizes, in writing, an increase to the Maximum Cost of General Conditions. Nonetheless, in such an event, the Design-Builder exceeds the Maximum Cost of

General Conditions, the Design-Builder shall continue to be required to adequately staff the Project.

8.3 Initial Not-to-Exceed Amount.

Unless and until the GMP Amendment is executed and approved by the Council for the District of Columbia, this Agreement shall have an initial not-to-exceed amount as set forth in the Project Information Section of this Agreement (the “Initial NTE”). In no event shall the Design-Builder be entitled to recover more than the Initial NTE unless the Design-Builder is authorized to exceed the Initial NTE by the Department in advance and in writing. Prior to expending or committing any portion of the Initial NTE, the Design-Builder shall obtain the Department’s written approval of such expenditure or commitment, as well as a determination as to whether the Work will qualify as a “capital” expense under the Department’s financial guidelines to the extent capital money is to be expended. In making such a request, the Design-Builder shall submit an itemized breakdown of the Work that the Design-Builder seeks to release using funds from the Initial NTE as well as the associated costs of such work

8.4 Project Budget.

The Department has established a budget for the Project as set forth in the Information Section of this Agreement (such budget, the “Project Budget”). When the GMP is established, such GMP shall not exceed the Project Budget, and such GMP shall include any and all amounts which may be due to the Design-Builder pursuant to this Agreement. In no event shall the Design-Builder be entitled to recover more than the GMP unless the Design-Builder is authorized to exceed the GMP by the Department in advance and in writing. The Design-Builder shall inform the Department’s Contracting Officer at least fifteen (15) calendar days in advance, if the Design-Builder encounters any foreseen or unforeseen project-related events, which might reasonably affect (i) existing Project Budget; or (ii) D.C. council-authorized appropriations.

8.5 No Adjustments to Fee.

It is the Department’s intent to engage the Design-Builder to develop a GMP that meets the programmatic requirements set forth in **Exhibit A** by the Client Agency and the Project Budget as set forth herein (*i.e.* designed to budget), to allow for Substantial Completion of the Work to be achieved no later than the Substantial Completion Date. The Design-Builder shall be entitled to an adjustment to the Design-Build Fee at the time the GMP is established to the extent, and only to the extent, that: (i) the Department makes additions to the scope that, when measured relative to the program, cause the GMP to exceed the Design-Builder’s original concept estimate by more than five percent (5%); or (ii) the Department makes additions to the scope provided for herein which (other than for punchlist or warranty work) which requires the Design-Builder’s services at the Project to extend 30 days or more beyond the Substantial Completion Date.

8.6 Reserved

8.7 Direct Cost of Work

“Direct Cost of the Work” shall mean labor, material and other costs reasonably and necessarily incurred in the proper performance of the Work as approved by the Department and shall include, but not be limited to:

8.7.1 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. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to eighteen percent (5%) of direct labor costs may be allowed.

8.7.2 Rented Equipment. Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Design-Builder 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 Design-Builder shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Design-Builder or an affiliate of or subsidiary of the Design-Builder.

8.7.3 Design-Builder's Equipment. Payment for required equipment owned by the Design-Builder or an affiliate of the Design-Builder 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 Government will be based on one-half the derived hourly rate under this subsection.

8.7.4 Materials. Incorporated and unincorporated materials as permitted under Section 9.1.

8.7.5 Direct Cost of the Work does not, however, include home office overhead, field supervision, general conditions or profit of either the Subcontractor or the Design-Builder. No personnel above the level of a working foreman shall be considered a Direct Cost of the Work.

Article 9 - COST OF THE WORK FOR CONSTRUCTION PHASE

9.1 Cost of the Work.

The term "Cost of the Work" shall mean the costs necessarily incurred by the Design-Builder in the proper performance of the Work and shall include only the following:

- 9.1.1** Payments made by the Design-Builder to Subcontractors and suppliers, other than design subconsultants, but only in accordance with the subcontracts and supply agreements;
- 9.1.2** Payments made by the Design-Builder to its design consultants and subconsultants; provided, however, that the Design-Builder shall not be reimbursed for the costs of design services in excess of the Design Fee;

9.1.3 All amounts due to the Design-Builder under the terms of the Department's written authorization for the Design-Builder to perform any portion of the Work as Self-Performed Work. If an authorization for the Design-Builder to engage in Self-Performed Work is not on a fixed-price basis, then, as to that Work, the following costs shall be within the Cost of the Work:

(a) **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the Design-Builder, while engaged in approved Self-Performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.

(b) **Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the Self-Performed Work, including, without limitation, costs of transportation and handling.

(c) **Unincorporated Materials.** The cost of materials, products, supplies and equipment not actually installed or incorporated into the Self-Performed Work, but required to provide a reasonable allowance for waste or spoilage, subject to the Design-Builder's agreement to turn unused excess materials over to the Department at the completion of the Project or, at the Department's option, to sell the material and pay the proceeds to the Department or give the Department a credit in the amount of the proceeds against the Cost of the Work.

9.1.4 Royalty and license fees paid for use of a design, process or product, if its use is required by this Agreement or has been approved in advance by the Department;

9.1.5 Fees for obtaining all required approvals or permits associated with any abatement, demolition, utilities abandonment, and utility relocation (including utility connection fees), including any and all building and/or trade permits fees;

9.1.6 All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Design-Builder to recover the costs of subcontractor default insurance at a mutually agreed upon rate in lieu of trade level bonds, provided that such insurance be approved by the Department in advance and after being presented with a cost-benefit analysis of such use;

9.1.7 All fees and other costs necessarily incurred to carry out testing and inspection required by the Agreement or applicable laws, or otherwise to maintain proper quality assurance. The costs the Design-Builder incurs to schedule and coordinate any additional testing and inspections the Department may decide to conduct itself shall be within Cost of the Work unless the additional testing establishes that the Work tested was defective or otherwise failed to satisfy requirements set forth in the Agreement, in which case the Design-Builder shall pay the costs, without reimbursement;

9.1.8 All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading);

9.1.9 The Cost of General Conditions, subject however to the Maximum Cost of General Conditions; and

9.1.10 Costs of repairing or correcting damaged or nonconforming Work executed by the Architect, or Design-Builder's other consultants, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder, and only to the extent that the cost of repair or correction is not recoverable by the Design-Builder from insurance, sureties, Subcontractors or suppliers. It is understood that the cost of repairing, correcting damaged or nonconforming Work that was Self-Performed shall not be reimbursable in any event.

9.2 Cost of General Conditions.

9.2.1 Items included in the Cost of General Conditions are all items necessary to perform Construction Phase Services described herein including,:

- a. Cost of construction staff. Only staff stationed in the field are reimbursable) ;
- b. Fringe Benefits associated with construction staff;
- c. Payroll taxes and payroll insurance associated with construction staff;
- d. Staff costs associated with obtaining permits and approvals;
- e. Out-of-house consultants; including permit expeditors
- f. The field office for the Design-Builder including but not limited to: (i) trailer purchase and/or rent; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Phase; (iv) furniture; (v) field offices for DGS and Program Manager (vi) office supplies
- g. Parking costs for the construction staff;
- h. Salting sidewalks and shoveling snow on sidewalks that surround the site;
- i. i) Office equipment including but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) telephone installation, system and use charges; (v) job radios;
- j. Local delivery and overnight delivery costs; and
- k. First aid facility.
- l. Progress photos
- m. Printing cost for drawings, bid packages, etc.
- n. BIM Cost (software, seats, hardware)
- o. Field computer network.

9.3 Costs Not to Be Reimbursed.

All costs not specifically listed in Section 9.1 as being within the Cost of the Work are excluded from the Cost of the Work and shall not be reimbursable. In particular, but without limitation, the Cost of the Work does not include any of the following:

- a) Any personnel or labor costs other than those provided for in **Section 9.2.1 (a)** or **Section 9.1.3 (a)**.

- b) Fees for any permits or licenses the Design-Builder requires to conduct its general business operations.
- c) Capital expenses and interest on capital employed for the Work.
- d) The cost of home or regional offices, it being understood that compensation for such costs included in the Design-Build Fee.
- e) Sales or use taxes, unless the Design-Builder establishes that applicable law required payment of such taxes.
- f) Costs due to the errors or omissions of the Design-Builder or its subcontractors or suppliers at all tiers, negligent or otherwise.
- g) Costs dues to breach of Contract by the Design-Builder or its subcontractors or material suppliers at all tiers, including, without limitation, costs arising from defective or damaged work or its correction, disposal of materials or equipment erroneously supplied, and repairs to property damaged by the Design-Builder or its subcontractors or material suppliers at all tiers.
- h) Any costs incurred in performing work of any kind before Preconstruction NTP, unless specifically authorized by the Department in advance and in writing.
- i) Direct or indirect costs of any kind, except those expressly included in **Section 9.1**.

9.4 Discounts, Rebates And Refunds.

9.4.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Department if: (i) before making such payment(s), the Design-Builder included them in an Application for Payment and received payment therefor from the Department; or (ii) the Department has deposited funds with the Design-Builder with which to make such payment(s). All other cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Department, and the Design-Builder shall make provisions so that such amounts can be secured.

9.4.2 Amounts that accrue to the Department in accordance with the provisions of Section 9.4.1 shall be credited to the Department as a deduction from the Cost of the Work.

9.5 Facilitating Tax Exempt Purchases.

The Department expects that the Project will qualify as tax-exempt under applicable laws. Upon request, the Department will provide the Design-Builder with the necessary information relating to the tax exemption. In the event any savings are attributable to the tax-exempt status of the Project, the Design-Builder shall not be entitled to share in such savings.

9.6 Accounting Records.

The Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Agreement. The Design-Builder's accounting and control systems shall be satisfactory to the Department. The Department, its representatives, and the Department's accountants shall be afforded access to the Design-Builder's records, books, correspondence, instruction, drawings, receipts, subcontracts, purchase orders,

vouchers, memoranda and other data relating to this Project, and the Design-Builder shall preserve such Project Documentation relating to the Project for a period of three years after Final Payment, or for such longer period as may be required by law.

9.7 Excluded Cost Elements.

It is the Department’s intent that the Design-Builder provide a turnkey solution for the implementation of the Project, and the Project Budget set herein has been developed based on such framework. The Design-Builder shall advance the Project in a manner consistent with the Project Budget with the understanding that only the following cost elements shall be excluded from the Project Budget set forth herein:

1. 3rd Party Material Testing;
2. Commissioning;
3. 3rd Party Inspections; and
4. 3rd Party Plan Review.

Article 10 - CONSTRUCTION PHASE PAYMENTS

10.1 Progress Payments.

The Design-Builder shall be compensated in a series of progress payments and a Final Payment, for Work completed in accordance with the Agreement, and for which proper Applications for Payment have been submitted and approved. The amount of each progress payment shall be as follows:

The Cost of Work completed to date

Plus Cost of Work for Pay Period x 60% Design-Build Fee

Current approved estimated

Cost of Work through Final Completion

Plus Any subset of the Design-Build Fee to which the Department has determined the Design-Builder to be Entitled

Minus Applicable retainage

Minus Amounts previously paid by the Department

10.2 Retention.

The Department shall withhold from each progress payment an amount equal to ten percent (10%) of the payment related to: (i) each Subcontract and supply agreement; (ii) Design-Build Fee; (iii) General Conditions Costs; and (iv) the Cost of the Work related to each item of Self-Performed Work, until such time as fifty percent (50%) of the then currently budgeted cost associated with each such item has been invoiced, at which point the Department may cease retaining against such item; provided, however, that retention shall not be held on the costs of bonds, insurances, and those elements of the general requirements which consist of a single, insulated effort such as dumpster disposal and safety carpentry. The Department at its sole and absolute discretion may elect to increase the retention on any trade Subcontractor up to ten percent (10%), in the event the Department determines that the situation so warrants. The Department also in its sole and absolute discretion, may elect to reduce the retainage relating to a particular trade Subcontractor, or the Cost of the Work related to a specific item of Self-Performed Work to zero upon: (a) satisfactory completion of such Work; (b) submission of all required warranties, certifications, and operating or maintenance instructions with respect to that Work; and (c) execution of appropriate waivers of lien and releases of claims. However, in no event shall the total retainage held by the Department be reduced to an amount that is less than two and one-half percent (2.5%) of the GMP.

10.3 Project Documents Required with Application for Payment.

Each Application for Payment shall be accompanied by the Design-Builder's job cost ledgers in a form satisfactory to the Department, the Subcontractors' and Suppliers' Applications for Payment on form acceptable to the Department, and such other supporting Project Documentation as the Department may reasonably request. Each Application for Payment shall include detailed Project Documentation of costs as a condition to approving progress payments, but the Design-Builder shall nevertheless maintain complete documentation of the costs. An executed Release of Liens and Claims in the format required by the Contracting Officer must accompany each Application for Payment.

10.4 Stored Materials.

The Department shall not be required to pay for materials stored at the site or stored at other locations absent prior written authorization to do so, which authorization may be withheld at the Department's sole discretion. If the Department expressly agrees to pay for materials stored at the site but not yet incorporated into the Work, the Application for Payment may also include a request for payment of the cost of such materials, if the materials have been delivered to the site, and suitably stored. Such requests shall be documented by appropriate invoices and bills of sale. Payment for stored materials shall be conditioned also on the Design-Builder's representation that it has inspected the material and found it to be free from defect and otherwise in conformity with this Agreement, and on satisfactory evidence that the materials are insured under the builder's risk policy. Further, if the Design-Builder requests the Department to allow payments for storage of materials offsite, the Design-Builder shall be required, inter alia, to agree to execution of proper Project Documentation to afford the Department a secured interest in the materials upon payment.

10.5 Design-Builder's Certification.

Each Application for Payment shall be accompanied by the Design-Builder's signed certification that:

Section 10.5.1. all amounts paid to the Design-Builder on the previous Application for Payment that were attributable to Subcontractor Work or to materials or equipment being supplied by any supplier have been paid over to the appropriate Subcontractors and suppliers;

Section 10.5.2. that all amounts currently sought for Subcontractor Work or supply of materials or equipment are currently due and owing to the Subcontractors and material or equipment suppliers;

Section 10.5.3. that all Work, materials or equipment for which payment is sought is, to the best of the Design-Builder's knowledge, free from defect and meets all of the requirements set forth in the Agreement:

Section 10.5.4. that the Design-Builder's subcontracts include the clauses required by subparagraphs (1) through (4) of D.C. Official Code §2-221.02(d) (2017).

Section 10.5.5. The Design-Builder shall not include in an Application for Payment amounts for Work for which the Design-Builder does not intend to pay.

10.6 Lien Waivers.

Each Application for Payment shall be accompanied by written waivers of the right to file a mechanic's lien and all other claims, in a form substantially similar to **Exhibit K** for the Design-Builder and all Subcontractors and material suppliers at all tiers who have supplied labor or material or both for which payment is requested, subject only to receipt of payment. If the Department so requests, the Design-Builder shall also submit unconditional waivers of liens for itself and all Subcontractors and material suppliers at all tiers with respect to Work or materials or equipment for which payment has been previously made, and additional forms of waiver acknowledging receipt of the Final Payment under the Agreement, and providing final release of such liens.

10.7 Warranty of Title.

By submitting an Application for Payment, the Design-Builder warrants to the Department that title to all Work for which payment is sought will pass to the Department, without liens, claims, or other encumbrances, upon the receipt of payment by the Design-Builder. The Department may require execution of appropriate Project Documents to confirm passage of clear title. Passage of title shall not operate to pass the risk of loss with respect to the Work in question. Risk of loss remains with the Design-Builder until Substantial Completion, unless otherwise agreed by the Department, in writing.

10.8 Submission.

On the twenty-fifth day of each month the Design-Builder shall submit to the Department (with a copy to the Program Manager) an Application for Payment, which Application for Payment shall cover the entire month during which the Application for Payment is submitted. All amounts

formally submitted via Application for Payment and not disputed by the Department shall be due and payable on the last day of the month following submission or, if that is not a business day, on the following business day. If the Design-Builder and Department are unable to agree on the amounts properly due and owing, the Department shall pay in accordance with its good faith determination and the Design-Builder may protest and pursue a claim as provided in this Agreement and the Standard Contract Provisions (Construction Contracts and Architectural and Engineering Services Contracts).

10.9 Right to Withhold Payments.

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

10.9.1 the Work is defective and such defects have not been remedied; or

10.9.2 the Department has determined that the Design-Builder's progress has fallen behind the Project Schedule, and the Design-Builder fails, within ten (10) calendar days of the Department's written demand, to provide the Department with a realistic and acceptable Recovery Plan in accordance with Section 5.19; or

10.9.3 the Design-Builder's monthly schedule update reflects that the Design-Builder has fallen behind the Project Schedule, and the Design-Builder fails to include, in the same monthly report, a realistic and acceptable Recovery Plan in accordance with Section 5.19; or

10.9.4 the Design-Builder has failed to provide reports in full compliance with Section 5.5 of this Agreement; or

10.9.5 the Design-Builder has failed to pay Subcontractors or suppliers promptly or has made false or inaccurate certifications that payments to Subcontractors or suppliers are due or have been made; or

10.9.6 any mechanic's lien has been filed against the Department, the site or any portion thereof or interest therein, or any improvements on the site, even though the Department has paid all undisputed amounts due to the Design-Builder, and the Design-Builder, upon notice, has failed to remove the lien, by bonding it off or otherwise, within ten (10) calendar days; or

10.9.7 the Department has reasonable evidence that the Work will not be completed by the Substantial Completion Date, as required, that the unpaid balance of the GMP would not be adequate to cover actual or liquidated damages arising from the anticipated delay; or

10.9.8 the Department has reasonable evidence that the Work cannot be completed for the unpaid balance of the GMP; or

10.9.9 the Design-Builder is otherwise in substantial breach of this Agreement including, without limitation, failures to comply with LSDBE Utilization requirements.

10.9.10 the Application for Payment is incomplete, unsubstantiated and/or does not contain sufficient documentation for evaluation by the Contracting Officer.

10.10 Payment Not Acceptance.

Payment of any progress payment or Final Payment shall not constitute acceptance of Work that is defective or otherwise fails to conform to the Agreement, or a waiver of any rights or remedies the Department may have with respect to defective or nonconforming Work.

10.11 Department Not Obligated to Others.

The Department shall have no obligation to pay or be responsible in any way for payments to a consultant or subcontractor performing portions of the Work.

10.12 Final Payment.

A Final Payment shall be made by the Department to the Design-Builder when: (i) Final Completion has been achieved; (ii) all deliverables set forth in Section 5.14, and **Exhibit N** have been delivered to and are accepted by the Department; (iii) the Design-Builder provides the Department a complete set of product manuals (O&M), training videos, and warranties, as applicable; and (iv) a complete final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Design-Builder and reviewed by the Department and, to the extent the Department determines appropriate, the Department's accountants. The Department shall make Final Payment not more than thirty (30) days after the Department verifies the amount of the Final Payment set forth in a complete final Application for Payment.

10.12.1 The amount of the Final Payment shall be calculated as follows:

10.12.1.1 Take the sum of the Cost of the Work substantiated by the Design-Builder's final accounting and the Design-Build Fee; but not more than the GMP.

10.12.1.2 Subtract amounts, if any, for which the Department withholds pursuant to the Agreement.

10.12.1.3 Subtract the aggregate of previous payments made by the Department. (If the aggregate of previous payments made by the Department exceeds the amount due the Design-Builder, the Design-Builder shall promptly reimburse the difference to the Department).

10.12.1.4 The Final Payment shall take into account any savings accruing to the Department or the Design-Builder.

10.12.1.5 The Department will review and report in writing on the Design-Builder's final accounting within 30 days after delivery of the final accounting to the Department by the Design-Builder. Based upon Department's determination of the Cost

of the Work, and provided the other conditions of Section 10.12.1 have been met, the Department will, within fifteen (15) days after the Department's determination, notify the Design-Builder of any amount that the Department will withhold and the reasons therefor. The time periods stated in this Paragraph 10.12.1.5 supersede those for typical progress payments.

10.12.1.6 If the Department determines that the Cost of the Work is other than that claimed by the Design-Builder, the Design-Builder shall be entitled to proceed in accordance with Article 3 of the Standard Contract Provisions (Construction Contracts). Pending a final resolution of the disputed amount, the Department shall pay the Design-Builder the amount that the Department determines to be appropriate.

Article 11 - INSURANCE

11.1 Insurance Required by the Project

- 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 and wish to propose different insurance requirements than outlined below, 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 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.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) 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.

B. INSURANCE REQUIREMENTS

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 including explosion, collapse and underground hazards.

The contractor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

DGS should collect, review for accuracy and maintain all warranties for goods and services.

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 paragraphs 1,2 and 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this

paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to the CO - Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
7. Installation-Floater Insurance - For projects not involving structural alterations, the contractor shall provide an installation floater policy with a limit equal to the Property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
8. 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 \$1,000,000 per claim or per occurrence for

each wrongful act and \$2,000,000 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. Limits may not be shared with other lines of coverage.

9. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage or “shared” limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review.
10. 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) \$10,000,000 per occurrence and \$10,000,000 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.

Construction Projects Controlled by the District

For construction projects controlled by the District, the District will procure the following policies with the District listed as the first named insured. Since the District will control the placement of the policies, the District should not contractually bind itself to secure coverage broader than the minimum that satisfy the interests of the Contractor.

Builders Risk – The District shall purchase and maintain, in a company authorized to do business in the jurisdiction in which the project is located, builders risk insurance,

written on an “all risk”, special causes of loss or equivalent form. Builders risk coverage will include boiler and machinery / equipment breakdown, earthquake and flood perils. Building ordinance and terrorism coverage will be included.

The deductible shall not exceed \$25,000 except for earthquake, flood, windstorm, water damage or other perils at the discretion of the District and as available in the insurance industry.

The project limit shall equal the replacement value of the structure, including coverage for property in transit and stored off premises.

At the discretion of the District, builders risk coverage will extend to soft costs and delayed completion.

Builders risk insurance shall include the interests of The Government of the District of Columbia, the Contractor, Subcontractors and Sub – subcontractors in the project.

- C. 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
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. **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:

Eric Njonjo
Contracting Officer
Department of General Services
Contracts & Procurement Division
1250 U Street, NW, 2nd Floor
Washington, DC 20009
Email: eric.njonjo@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).

- J. **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.
- K. **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.

Article 12- BONDS

12.1 Performance Bond and Payment Bond.

The Design-Builder shall, before commencing the Construction Phase, provide to the Department a payment bond and performance bond, each with a penal sum equal to the full value of the GMP. Such bond shall remain in full force and effect until Final Completion is achieved and the Department shall be able to draw upon such bond regardless of the amount paid by the Department to the Design-Builder, even if such amount exceeds the penal value of such bond. Unless otherwise directed by the Department, the Design-Builder shall require all Subcontractors whose Subcontract prices exceed One Hundred Thousand Dollars (\$100,000) to provide payment and performance bonds, with a penal sum equal to one hundred percent (100%) of the subcontract price. All bonds must be in a form acceptable to the Department, its lenders or bond trustee, and issued by a surety authorized to do business in the District of Columbia and bonding company listed on the United States Department of Treasury's Listing of Approved Sureties. All subcontractors' bonds must include a dual obligee rider, naming the Design-Builder and the Department as dual obligees. If the Guaranteed Maximum Price is increased pursuant to the terms of the Agreement, the Department may require that the amount of the bonds be increased in the amount of one hundred percent (100%) of the increase, and the Design-Builder shall promptly comply. The Design-Builder shall furnish a copy of its bonds to any potential beneficiary of the bonds or permit that person or company to make a copy. If the bonds provided become unacceptable to the Department, the Design-Builder shall promptly provide substitute security acceptable to the Department. If the Design-Builder intends to exercise its rights as dual obligee under any trade Subcontractor's bond, it shall first give the Department twenty (20) days written notice, so that the Department may lodge any objection it may reasonably have to the proposed action.

Article 13 - ECONOMIC INCLUSION REQUIREMENTS

Section 13.1 LSDBE Utilization.

Section 13.1.1 If the Design-Builder is a CBE, the Design-Builder shall perform at least 35% of the contracting effort with its own forces, and in such case, if the Design-Builder subcontracts any design services, at least 35% of the dollar value of this Agreement shall be subcontracted to small business enterprises (“SBE”s) and the Design-Builder must submit a subcontracting plan in accordance with D.C. Official Code § 2-218.46. The subcontracting plan (**Exhibit D**) should have been submitted as part of the Design-Builder’s Proposal and may only be amended with the prior written approval of a Contracting Officer and the Director of the Department of Small and Local Business Development (“DSLBD”).

Section 13.2 Mandatory Subcontracting Requirements

Section 13.2.1 Unless the Director of the Department of Small and Local Business Development (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).

Section 13.2.2 If there are insufficient SBEs to completely fulfill the requirement of Section 13.2.1, 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.

Section 13.2.3 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 13.2.1 and 13.2.2.

Section 13.2.4 Except as provided in Sections 13.2.1 and 13.2.2, 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.

Section 13.2.5 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.

Section 13.2.6 Each CBE utilized to meet these subcontracting requirements

shall perform at least 35% of its contracting effort with its own organization and resources.

Section 13.3 Subcontracting Plan (Exhibit D)

If the Design-Builder is required by law to subcontract under the Agreement, it must subcontract at least (35%) of the dollar volume of the Agreement in accordance with D.C. Official Code § 2-218.46. The subcontracting plan shall be submitted as part of the Proposal and may only be amended with the prior written approval of the CO and Director of Department of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District and the Department. 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.

Section 13.4 Copies of Subcontracts

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

Section 13.5 Subcontracting Plan Compliance Reporting

Section 13.5.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, 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.

Section 13.5.2 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.

Section 13.6 Annual Meetings

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

Section 13.7 DSLBD Notices

The 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.

Section 13.8 Enforcement and Penalties for Breach of Subcontracting Plan

Section 13.8.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (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.

Section 13.8.2 A contractor 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.

Section 13.8.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **Article 16 of the Contract**.

Section 13.8.4 Neither the Design-Builder 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 Design-Builder 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 13.9 Equal Employment Opportunity and Hiring of District Residents

Section 13.9.1 The Design-Builder shall comply with applicable laws, regulations and special requirements of the Contract Project 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 **Exhibit P**. A contract award cannot be made to any contractor that has not satisfied the equal employment requirements.

Section 13.9.2 The Design-Builder shall ensure that at least fifty-one percent (51%) of

the Design-Builder's team and every sub-consultant's and subcontractor's employees hired after the effective date of the Agreement, or after such subconsultant or subcontractor enters into a contract with the Design-Builder, 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 Design-Builder 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;
- (ii) At least 60% of apprentice hours by trade shall be performed by District residents;
- (iii) 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.

Section 13.9.3 Thirty five percent (35%) of all apprentice hours worked on the Project shall be worked by District residents.

Section 13.10 Economic Inclusion Reporting Requirements

Section 13.10.1 Upon execution of the Agreement, the Design-Builder 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 Agreement, the date they were hired and whether or not they live in the District of Columbia.

Section 13.10.2 The Design-Builder and its constituent entities shall comply with subchapter X of Chapter II Title 2, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The CMAR and all member firms and Subcontractors shall execute a First Source Agreement (**Exhibit S**) with the District of Columbia Department of Employment Services ("DOES") prior to beginning work at the Project site.

Section 13.10.3 The Design-Builder shall maintain detailed records relating to the general hiring of District of Columbia and community residents.

Section 13.10.4 The Design-Builder shall be responsible for: (i) including the provisions of Section 9.3 in all subcontracts; (ii) collecting the information required in Section 9.3 from its Subcontractors; and (iii) providing the information collected from its Subcontractors in the reports required to be submitted by the Design-Builder pursuant to Section 9.3.

Section 13.11 Service Contract Act Provision. The Design-Builder agrees that the work performed under this Agreement shall be subject to the Service Contract Act Wage Determination in effect on the date this agreement is executed. Service Contract Wage

Schedules are available at wdol.gov, **Exhibit E.**

Section 13.12 Living Wage Act. In addition to the requirements set forth in the First Source Employment Agreement, the Design-Builder shall comply with all applicable provisions of the Living Wage Act of 2006, **Exhibit Q**, as amended (codified at D.C. Official Code §§ 2-220.01 et seq.) and its implementing regulations.

Section 13.13 Apprenticeship Act. The D.C. Apprenticeship Act of D.C. Law 2-156, (as amended, the Act) may apply to these Projects. As applicable, the Design-Builder firms and its subcontractors selected to perform work on the Projects 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 Design-Builder firms shall be liable for any subcontractor non-compliance.

Section 13.14 WAY TO WORK AMENDMENT ACT OF 2006

13.14.1. Except as described in **Section 13.14.8** below, the Design-Builder shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

13.14.2 The Design-Builder shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage.

13.14.3 The Design-Builder shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.

13.14.4 The DOES may adjust the living wage annually and Design-Builder will find the current living wage rate on its website at www.does.dc.gov.

13.14.5 The Design-Builder shall provide a copy of the Fact Sheet attached within (**Exhibit Q**) to each employee and subcontractor who performs services under the Contract. The Design-Builder shall also post the Notice attached within (**Exhibit Q**) in a conspicuous place in its place of business. The Design-Builder shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

13.14.6 The Design-Builder shall maintain its payroll records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.

13.14.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

13.14.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established 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 of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a 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 of 2006;
- (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;
- (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 (68A 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 mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; 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.

13.14.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

Section 13.15 COVID-19 Vaccination Certification Requirement For District Contractors And Grantees In Accordance With Mayor’s Order 2021-099 (“Order”)

13.15.1 All District government contractors and grantees shall ensure that each of their employees, agents, and subcontractors who provide goods or perform services in person in District of Columbia facilities or worksites, or who have in-person contact with other persons in order to complete their work under the contract or grant have been either: (i) fully vaccinated against COVID-19, or (ii) granted one of the exemptions identified this Order by the contractor or grantee, are undergoing weekly COVID-19 testing and only reporting to the workplace when such test result is negative, and are wearing masks while working.

13.15.2 Each District government agency under the administrative control of the Mayor with procurement authority independent of the Chief Procurement Officer, and each grant-making agency may issue Change Orders, enter into amendments to grant agreements or grant award notifications, and include terms in new contracts, grant agreements, or grant award notifications that include the requirement set forth in Section 13.9.1.

13.15.3 Contractors and grantees shall be responsible for ensuring compliance with this Order by their employees, agents, and subcontractors, and failure to do so may result in adverse consequences. Each District government contractor and grantee shall, at the request of the District government, provide to the District government a certification of its compliance with this requirement.

13.15.4 Nothing in this Order shall be deemed to prevent contractors or grantees from imposing stronger vaccination requirements on their employees, agents, or subcontractors, subject to applicable federal and local laws and regulations.

13.15.5 Contractors or grantees may be required to demonstrate further proof of vaccination, exemption documentation, and/or COVID-19 test results upon request of the City Administrator, the relevant agency's contracting office, or other investigative authorities.

13.15.6 Limitation. This Order does not vest any rights in constituents to have government services delivered by fully vaccinated employees, contractors, interns, or grantees, nor does it vest any rights in employees, contractors, interns, or grantees to interact only with fully vaccinated colleagues. Employees, contractors, interns, grantees, colleagues, and constituents are not entitled to know whether someone is at work because they have certified that they have been fully vaccinated or because they have obtained an exemption from the vaccination requirement imposed by this Order.

13.15.7 Privacy. Completed vaccination certification forms and exemption requests shall be treated as private records exempt from disclosure under section 204(a)(2) of the Freedom of Information Act of 1976, effective March 29, 1977, D.C. Law 1-96; D.C. Official Code § 2-534(a)(2); however, the information included on those forms and requests may be used internally for verification, staffing, payroll, and assignments, and as any other operational needs may require, consistent with local and federal laws and regulations.

Article 14 - LIQUIDATED DAMAGES

Section 14.1 Delay in Submission of Deliverables.

Subject to the terms set forth in Sections 3.1.1 and 4.12, if the Design-Builder fails to provide any of the deliverables set forth in Exhibit C, the Design-Builder shall pay to the Department liquidated damages in the amount set forth in the Project Information Section of this Agreement for each such deliverable that is not timely submitted.

Section 14.2 Delay in Substantial Completion.

If the Design-Builder fails to achieve Substantial Completion of the Project by the Substantial Completion Date, the Parties acknowledge and agree that the actual damage to the Department for the delay will be impossible to determine, and in lieu thereof, the Design-Builder shall pay to the Department, as fixed, agreed and liquidated delay damages in the amount set forth in the Project Information Section of this Agreement per day for each calendar day of delay for failure to meet the applicable Substantial Completion Date.

The Design-Builder and the Department agree that the liquidated damages set forth in this Article do not constitute, and shall not be deemed, a penalty but represent a reasonable approximation of the damages to the Department associated with a delay in the Project. These damages shall not apply if the delay is the result of force majeure and the Design-Builder otherwise complies with the provisions set forth in the Standard Contract Provisions (Construction Contracts and Architectural/Engineering Services Contracts).

Section 14.3 Early Completion. In the event the Design-Builder achieves Substantial Completion of the Project prior to the Substantial Completion Date, the Design-Builder shall maintain the completed Project, at its own expense, until such time that the Department agrees to occupy and use the Project for its intended use.

Article 15 - MISCELLANEOUS PROVISIONS

15.1 Ownership and Use of Project Documents. The Drawings, Specifications and other Project Documents prepared by the Design-Builder Architect and copies thereof furnished to the Design-Builder, are for use solely with respect to this Project. They are not to be used by the Design-Builder, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Department, and the Design-Builder. The referenced Drawing, Specifications and other Project Documents shall become the property of the Department. The District will be the sole owner of all project drawings, specification and other Project Documents and the Design-Builder shall provide the District with a complete set of “as-built” within sixty (60) days of final completion.

15.2 Assignment.

The Department and Design-Builder respectively bind themselves, their partners, members, joint

venturers, constituent entities, successors, assigns and legal representative to the other party hereto and to partners, members, joint venturers, constituent entities, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Agreement. Neither party to the Agreement shall assign the Agreement or its rights and obligations under the Agreement, without written consent of the other party. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

15.3 Buy American Act Provision.

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

15.3.1 In accordance with the Buy American Act (41 U.S.C. § 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 Design-Builder agrees that only domestic construction material will be used by the Design-Builder, subcontractors, material men and suppliers in the performance of the Agreement, except for non-domestic material listed in the Agreement.

“Components” as used in this Section, means those articles, materials and supplies incorporated directly into the end products.

“Domestic end product”, as used in this section, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components.

Components of foreign origin of the same class or kind as the products shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End Products”, as used in this Section, means those articles, materials, and supplies to be acquired for public use under this Contract.

The Design- Builder shall deliver only domestic end products, except those:

1. For use outside the United States;
2. That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
3. For which the District determines that domestic preference would be inconsistent with the public interest; or
4. For which the District determines the cost to be unreasonable.

15.3.2 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.

15.3.3 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 Government to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

15.3.4 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 on-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.

15.4 Davis-Bacon Act Provision.

The Design-Builder agrees that the construction work performed under this Agreement shall be subject to the Davis-Bacon Act (40 U.S.C. §§ 276a-276a-7). The wage rates applicable to this Project are attached as **Exhibit G**. The Design-Builder further agrees that it and all of its subcontractors shall comply with the regulations implementing the Davis-Bacon Act and such regulations are hereby incorporated by reference. At such time as the Design-Builder is preparing its GMP, if no construction work was authorized and received prior to the GMP.

15.5 The Quick Payment Clause

Section 15.5.1 Interest Penalties to Contractors

15.5.1.1 The District will pay interest penalties on amounts due to the Prime Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

- a.** The date on which payment is due under the terms of the Contract;
- b.** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

- c. Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- d. 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due, if a specific date on which payment is due is not established by contract;

Section 15.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

Section 15.5.1.3 No interest penalty shall be due to the Prime Contractor if payment for the completed delivery of goods or services is made on or after:

- a. 3rd day after the required payment date for meat or a meat food product;
- b. 5th day after the required payment date for an agricultural commodity; or
- c. 15th day after any other required payment date in the case of any other item.

Section 15.5.2 Payments to Subcontractors

Section 15.5.2.1 The Prime Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Prime Contractor by the District for work performed by any subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the Contract; or
- b. Notify the Contracting Officer and the subcontractor, in writing, of the Prime Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

Section 15.5.2.2 The Prime Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. The 3rd day after the required payment date for meat or a meat product;
- b. The 5th day after the required payment date for an agricultural commodity; or
- c. The 15th day after the required payment date for any other item.

Section 15.5.2.3 Any amount of an interest penalty which remains unpaid by the Prime Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

Section 15.5.2.4 A dispute between the Prime Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

Section 15.5.3 Subcontractor Quick Payment Clause Flow-Down Requirements

Section 15.5.3.1 The Prime Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

Section 15.5.4 Requirements for Change Order Payments

Section 15.5.4.1 The Department and the Prime Contractor are prohibited from requiring the a Prime Contractor or a subcontractor to undertake any work that is determined to be beyond the original scope of the Prime Contractor's or a subcontractor's contract or subcontract, including work under a District-issued Change Order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the underlying contract, unless the Contracting Officer:

- a. Agrees with the Prime Contractor and, if applicable, the subcontractor on a price for the additional work;
- b. Obtains a certification from the Chief Financial Officer that there are sufficient funds to compensate the Prime Contractor and, if applicable, the subcontractor for the additional work;
- c. Has made a written, binding commitment with the Prime Contractor to pay for the additional work within 30 days after the Prime Contractor submits a proper invoice for the additional work to the CO; and
- d. Gives written notice of the funding certification from the Chief Financial Officer to the Prime Contractor;

Section 15.5.4.2 The Prime Contractor is required to include in its subcontracts a clause that requires the Prime Contractor to:

- a. Within 5 business days of receipt of the notice required under subparagraph (A)(iv) of this paragraph, provide the subcontractor with notice of the approved amount to be paid to the subcontractor based on the portion of the additional Work to be completed by the subcontractor;
- b. Pay the subcontractor any undisputed amount to which the subcontractor is entitled for any additional work within 10 days of receipt of payment for the additional Work from the District; and

- c. If the Prime Contractor withholds payment from a subcontractor, notify the subcontractor in writing and state the reason why payment is being withheld and provide a copy of the notice to the CO.

Section 15.5.4.3 The Department, Prime Contractor, or a subcontractor are prohibited from declaring another party to the contract to be in default or assessing, claiming, or pursuing damages for delays in the completion of the construction due to the inability of the parties to agree on a price for the additional work.

Section 15.5.4.4 Standard Contract Provisions. To the extent that this Agreement is silent on an action or requirement of the Prime Contractor, the Department's Standard Contract Provisions for Architectural and Engineering Services and Standard Contract Provision for Construction Contract dated October 2018 attached as **Exhibit J** ("Standard Contract Provisions") shall govern the Prime Contractor's obligations with respect to such action or requirement under this Agreement.

Section 15.5.4.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- a. The CO is the only person authorized to approve changes in any of the requirements of this Contract.
- b. The Design-Builder shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the CO.
- c. In the event the Design-Builder effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

Section 15.6 Contract Work Hours and Safety Standards Act Provision. The Design-Builder agrees that the applicable work performed under this Agreement shall be subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).

Section 15.7 False Claims Act. Design-Builder shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to DC government, including the prescriptions set forth in District of Columbia Code Official Code §22-2514 and §§2-381.01 *et seq.* In the event that it is discovered that the Design-Builder has made a false, fraudulent or unsupported statement or claim to the Department, the Department may terminate this Agreement without liability.

Section 15.8 Interpretation of Contract and Order of Precedence. All of the Project Documents comprising the Agreement should be read as complementary, so that what is called for by one is called for by all. Ambiguities shall be construed in favor of a broader scope of Work for the Design-Builder, as the intent of the Agreement is, with specific identified

exceptions, to require the Design-Builder to assume entire responsibility for construction of the Project. If there is any inconsistency among the Project Documents comprising the Agreement, the order of precedence among them is as follows, with the first listed Project document having the highest priority:

1. This Agreement and its Modifications, Change Orders, Change Directives and Exhibit A to Exhibit U;
2. The Department's Standard Contract Provisions (Construction Contracts and Architectural/Engineering Services Contracts), **(Exhibit J)**;
3. The Construction Project Documents released or approved by the Department; and
4. DGS Division 1 Specification **(Exhibit V)**

Section 15.9 Independent Contractor. The Design-Builder and the Design-Builder's employees: (1) shall perform the services specified herein as independent contractors, not as employees or agent of the District, or joint venture or partner with the District; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Agreement; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the Agreement objectives. In carrying out all its obligations under the Agreement, the Design-Builder shall be acting as an independent Contractor, and not as an employee or agent of the Department, or joint venture or partner with the Department. The Design-Builder shall have exclusive authority to manage, direct, and control the work, and shall be responsible for all means, methods, techniques, sequences, and procedures, as well as for Project safety.

Section 15.10 No Third-Party Beneficiary Rights. Nothing in this Agreement shall be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided in this Agreement.

Section 15.11 Media Releases. Neither the Design-Builder, its employees, agents or Subcontractors or material suppliers shall make any press release or similar media release related to the Project unless such press release have been discussed with the Department prior to its issuance.

Section 15.12 Construction. This Agreement shall be construed fairly as to all Parties and not in favor of or against any party, regardless of which party prepared the Agreement.

Section 15.13 Notices. All notices or communications required or permitted under the Agreement shall be in writing and shall be hand delivered or sent by telecopier or by recognized overnight carrier to the intended recipient at the address stated below, or to such

other address as the recipient may have designated in writing. Any such notice or communication shall be deemed delivered as follows: if hand delivered, on the day so delivered, if sent by telecopier, on confirmation of successful transmission, and if sent by recognized overnight carrier, the next business day.

If to the Department:

If to the Design-Builder:

George Lewis, Associate Director
and Chief Procurement Officer
Department of General Services
2000 14th Street, NW, 4th Floor
Washington, DC 20009

This Section shall be read as imposing minimum requirements for distribution of required contractual notices, and not as displacing distribution requirements with respect to design Project Documents, construction submittals, periodic reports, and other Project Documents.

Section 15.14 Limitations. The Design-Builder agrees that any statute of limitations applicable to any claim or suit by the Department arising from this Agreement or its breach shall be controlled by applicable District of Columbia law.

Section 15.15 Survival. All agreements warranties, and representations of the Design-Builder contained in the Agreement or in any certificate or Project document furnished pursuant to the Agreement shall survive termination or expiration of the Agreement.

Section 15.16 No Waiver. If the Department waives any power, right, or remedy arising from the Agreement or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events. No act, delay, or course of conduct by the Department shall be deemed to constitute the Department's waiver, which may be effected only by an express written waiver signed by the Department.

Section 15.17 Remedies Cumulative. Unless specifically provided to the contrary in the Agreement, all remedies set forth in the Agreement are cumulative and not exclusive of any other remedy the Department may have, including, without limitation, at law or in equity. The Department's rights and remedies will be exercised at its sole discretion, and shall not be regarded as conferring any obligation on the Department to exercise those rights or remedies for the benefit of the Design-Builder or any other person or entity.

Section 15.18 Headings/Captions. The headings or captions used in this Agreement or its table of contents are for convenience only and shall not be used in interpreting the Agreement.

Section 15.19 Entire Agreement; Modification. The Agreement supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Agreement shall be effective against the Department unless made in writing signed by both the Department and the Design-Builder, unless otherwise expressly provided to the contrary in the Agreement. Notwithstanding the foregoing, nothing herein shall be construed to limit the Department's ability to unilaterally modify the Agreement.

Section 15.20 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Agreement is intended to be severable.

Section 15.21 Anti-Deficiency Acts. The obligations and responsibilities of the Department under the terms of the Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein (to which the Department is a party), are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, 1511-1519 (2004) (the "**Federal ADA**"), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.)(the "**D.C. ADA**" and (i) and (ii) collectively, as amended from time to time, the "**Anti- Deficiency Acts**"); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the Department in anticipation of an appropriation by Congress for such purpose, and the Department's legal liability for payments and other charges under this Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress. **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 AGREEMENT OR CONTRACT PROJECT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

Section 15.21.1 The Department agrees to exercise all lawful authority available to it to satisfy the financial obligations of the Department that may arise under this Agreement. During the term of this Agreement, the Mayor of the District of Columbia or other appropriate official shall, for each fiscal period, include in the budget application submitted to the Council of the District of Columbia the amount necessary to fund the Department's known potential financial obligations under this Agreement for such fiscal period. In the event that a request for such appropriations is excluded from the budget approved by the Council and submitted to Congress by

the President for the applicable fiscal year or if no appropriation is made by Congress to pay any amounts due under this Agreement for any period after the fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, the Department will not be liable to make any payment under this Agreement upon the expiration of any then-existing appropriation, the Department shall promptly notify the Contractor and this Agreement shall immediately terminate upon the expiration of any then-existing appropriation.

Section 15.21.2 Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District or Department shall have any personal liability in connection with the breach of the provisions of this Section or in the event of non-payment by the Department under this Agreement.

Section 15.21.3 This Agreement shall not constitute an indebtedness of the District and/or 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 District has levied or pledged any form of taxation. No District of Columbia Official or employee is authorized to obligate or expend any amount under this Agreement unless such amount has been appropriated by Act of Congress and is lawfully available.

Section 15.22 Time. Time, if stated in a number of days, will be calendar days and thus include Saturdays, Sundays, and holidays, unless otherwise stated herein.

Section 15.23 (Reserved)

Section 15.24 (Reserved)

Section 15.25 Americans With Disabilities Act of 1990 (“ADA”). During the performance of this Contract, the Design-Builder and any of its Subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See *42 U.S.C. §12101 et seq.*

Section 15.26 Contracts in Excess of One Million Dollars. Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

Section 15.27 Gratuities Not to Benefit Provisions.

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 Design-Builder, or any agent or representative of the Design-Builder, 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 Agreement, the Department may, by written notice to the Design-Builder, terminate the right of the Design-Builder to proceed under

the Agreement and may pursue such other rights and remedies provided by law and under the Agreement.

Section 15.27.1 In the event the Agreement is terminated as provided in Section 15.27, the Department shall be entitled:

a. to pursue the same remedies against the Design-Builder as it could pursue in the event of a breach of the Agreement by the Design-Builder; and

b. 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 Design-Builder in providing any such gratuities.

Section 15.2.2 No member of, nor delegate to Congress, Mayor or City Council Member, nor the Department nor employee of the District or employee of the Department shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom, and all agreements entered into by the CO of the Department in which he or she be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member 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; 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 employee of the District is de minimis.

Section 15.28 Ethical Standards for the Department's Employees And Former Employees.

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

Section 15.29 Non-Discrimination in Employment Provisions.

15.29.1 District of Columbia Human Rights Act

a. The Design-Builder shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Design-Builder shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Design-Builder agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

b. Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the Contract:

1. The Design-Builder shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

2. The Design-Builder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to, the following:

- i. Employment, upgrading, or transfer;
- ii. Recruitment or recruitment advertising;
- iii. Demotion, layoff, or termination;
- iv. Rates of pay, or other forms of compensation; and
- v. Selection for training and apprenticeship.

3. Unless otherwise permitted by law and directed by the Department, the Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions paragraphs 1 and 2 of Section 15.30.1(b) of this Agreement, concerning non-discrimination and affirmative action.

4. The Design-Builder shall, in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in **Section 15.29.2.**

5. The Design-Builder agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Department, advising each labor union or workers' representative of the

Design-Builder's commitments under this **Section 15.29.2**, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6. The Design-Builder agrees to permit access by the Department to all books, records and accounts pertaining to its employment practices for purposes of investigation to ascertain compliance with this **Section 15.29.2**, and to require under terms of any Subcontractor agreement each Subcontractor to permit access of the Subcontractors, books, records, and accounts for such purposes.

7. The Design-Builder shall include in every subcontract this **Section 15.29.2** so that such provisions shall be binding upon each subcontractor or vendor.

8. The Design-Builder shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Design-Builder becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Design-Builder may request the District to enter into such litigation to protect the interest of the District.

Section 15.29.2 PREGNANT WORKERS FAIRNESS

a. The Design-Builder shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

b. The Design-Builder shall not:

1. Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Design-Builder can demonstrate that the accommodation would impose an undue hardship;

2. Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- i. Pay;
- ii. Accumulated seniority and retirement;
- iii. Benefits; and
- iv. Other applicable service credits;

3. Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

4. Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

5. Require an employee to take leave if a reasonable accommodation can be provided;
or

6. Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

c. The Design-Builder shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

1. New employees at the commencement of employment;
2. Existing employees; and
3. An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

d. The Design-Builder shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

e. Violations of the PPWF Act shall be subject to civil penalties as described in the PPWF Act.

15.29.3 UNEMPLOYED ANTI-DISCRIMINATION

a. The Design-Builder shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.* (“Anti-Discrimination Act”).

b. The Design-Builder shall not:

1. Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
2. Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - i. Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - ii. Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

c. Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Anti-Discrimination Act.

Section 15.30 ASSIGNMENT OF CONTRACT PAYMENTS

a. Subject to **Section 15.30** of this Contract, in accordance with Title 27 DCMR Section 3250, the Design-Builder may assign due or to become due as a result of the performance of this Design-Builder to a bank, trust company, or other financing institution funds.

b. Any assignment shall cover all unpaid amounts payable under this Agreement and shall not be made to more than one party.

c. Notwithstanding an assignment of Contract payments, the Design-Builder, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

Section 15.31 FREEDOM OF INFORMATION ACT (“FOIA”)

The District of Columbia Freedom of Information Act, at *D.C. Official Code § 2-532 (a-3)*, requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Design-Builder receives a request for such information, the Design-Builder shall immediately send the request to the designated Program Manager in **Section 2.6** of this Agreement who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Design-Builder pursuant to the Contract, the PM will forward a copy to the Design-Builder. In either event, the Design-Builder is required by law to provide all responsive records to the PM within the timeframe designated by the PM. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Design-Builder for the costs of searching and copying the records in accordance with *D.C. Official Code §2-532* and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

ARTICLE 16- TERMINATION OR SUSPENSION

Section 16.1 All terminations or suspensions arising out of or under this Agreement shall be in accordance with the terms of the Standard Contract Provisions (Construction Contracts and Architectural/Engineering Services Contracts).

Section 16.2 Failure to Agree Upon GMP. The Department shall have the right to terminate this Agreement in the event that the Department and the Design-Builder are unable to agree upon a GMP for the Project and the Department shall have the right, but not the obligation, to assume any of the Design-Builder’s trade subcontracts upon such terms and conditions as requested by the Department. The Department’s decision to terminate under

this Section shall be made in the Department's sole and absolute judgment and shall not be subject to review by any reviewing body, including, but not limited to, arbitrators appointed under this Agreement or any court of competent jurisdiction.

Section 16.3 Termination for Default. The Department may terminate the Agreement for default if the Design-Builder fails to perform any of its duties or obligations under the Agreement. In particular, but without limitation, the Department may terminate the Agreement if:

1. The Design-Builder fails to perform the Work diligently, in accordance with the Project Schedule or to make such progress in the Work as the Department reasonably believes is necessary to complete the Project within the time required by the Agreement; or
2. The Design-Builder fails to perform the Work in a good and workmanlike manner or to correct defects in the Work promptly upon notice by the Department; or
3. The Department reasonably determines that the Design-Builder has abandoned the Work, or has failed to pay laborers, mechanics, materialmen, Subcontractors or suppliers when payment is due; or
4. The Design Builder becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition under any chapter of the Bankruptcy Code or has an involuntary petition filed against it under any chapter of the Bankruptcy Code, or the Design Builder has a receiver appointed, or files for dissolution or otherwise is dissolved; or
5. The Design-Builder fails to pay its debts in a timely manner or becomes insolvent, the Department reasonably determines that the Design-Builder does not have the financial ability to carry out its obligations under the Agreement and the Design-Builder fails to give the Department prompt and reasonable assurances of its ability to perform.

Section 16.3.1 The Department shall provide the Design-Builder with written notice of its intent to terminate the Agreement, under this Section.

Section 16.3.2 If the Department terminates the Agreement for default, the Department will have the right to take over the Work, to accept assignment of some or all Subcontracts or agreements with material suppliers, to take possession of the Project, to take and use all tools, equipment and supplies then being used in connection with the Work, and to finish the Project by whatever method it deems expedient, including accepting assignment of all outstanding Subcontracts and Supply Agreements.

Section 16.4 Termination for Convenience. The Department may terminate the Contract in whole or specified part, for its convenience, for any reason. The notice of termination shall state the effective date of termination, the extent of the termination, and any specific instructions. The termination for convenience that arises out of or under this Agreement shall be in accordance with the terms of the Standard Contract Provisions (Construction Contracts and Architectural/Engineering Services Contracts).

Section 16.5 Continued Responsibility After Termination. If the Design-Builder is terminated, for default, for Convenience or otherwise, the Design-Builder shall remain responsible for defects or non-conformities in all Work performed to the date of the termination.

Article 17 – OTHER CONDITIONS AND SERVICES

This Agreement and the rights and obligations of the Department and Design-Builder herein are subject to the approval of the Council for the District of Columbia.

Article 18 – CHANGES IN THE WORK

Section 18.1 Changes Authorized. In accordance with the Standard Contract Provisions (Construction Contract) and the Standard Contract Provisions for Architectural and Engineering services Contracts, the Department may, without invalidating the Agreement, and without notice to or approval of any surety, order changes in the Work, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Design-Builder via written Change Directive or Change Order.

Section 18.2 Executed Change Directive/Change Order Required. Only a written Change Directive or Change Order, executed by the Department’s Contracting Officer, may make changes to the Agreement. In particular, but without limitation, a written Change Directive or Change Order executed by the Department’s Contracting Officer is the only means by which changes may be made to the Substantial or Final Completion Dates, the Design-Build Fee, or the Guaranteed Maximum Price.

Section 18.3 Department-Initiated Changes

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

2. Within ten (10) days of receiving a Change Directive, the Design-Builder shall provide the Department with a written statement of all changes in the Agreement, including, without limitation, any changes to the Substantial or Final Completion Dates or the Guaranteed Maximum Price to which it believes it is entitled as a result of the Change Directive. If additional time is sought, a schedule analysis supporting the requested extension should be included. The schedule analysis should include a written narrative explanation. If a change in the Guaranteed Maximum Price is sought (or if the Department has requested a deduct change), the statement should include a breakdown, by line item, of the estimated cost changes attributable to the proposed change. The Department may request, and the Design-Builder shall provide, further cost breakdowns, clarifications, Project Documentation or back-up if the Department reasonably believes such additional information is needed to understand and evaluate the request. The additional information required may include cost and pricing data in accordance with the Department's regulations. Any requested adjustment to the Guaranteed Maximum Price shall be limited to increased Cost of the Work due to the Change Directive. The Design-Builder is not entitled to any markup on any kind of Change Orders except as authorized in Section 18.8, and if so authorized, any mark-up shall be in accordance with Section 18.11.
3. If the Department has not yet directed the Design-Builder to proceed with the change described by a Change Directive, the Department may rescind it. If the Department wishes to proceed, or has already directed the Design-Builder to proceed, the Design-Builder shall immediately proceed with the changed Work and, the Department and the Design-Builder shall use their good faith best efforts to reach an agreement upon the modifications to the Substantial or Final Completion Dates, and/or the Guaranteed Maximum Price that are justified by the Change Directive. If the Department and the Design-Builder reach agreement, the agreement shall be set forth in a Change Order and the Design-Builder shall also execute it, at which point it will become binding on both Parties.
4. If the Parties fail to reach an agreement within sixty (60) days after the Department receives the Design-Builder's detailed statement pursuant to Section 18.3.2, and such other Project Documentation as the Department may request, the Design-Builder may assert a claim in accordance with the Agreement. In such a case, and subject to adjustment via the claims and disputes process, the Department shall unilaterally grant the Design-Builder such adjustments, if any, to the Substantial or Final Completion Dates, the Guaranteed Maximum Price as the Department has judged to be appropriate.

Section 18.4 Notice of Change Event. The Design-Builder must give the Department written notice of any Change Event within ten (10) calendar days of the date on which the Design-Builder knew, or reasonably should have known, of the Change Event. To the extent available, the notice must state the nature of the Change Event and describe, generally, all changes in the Agreement to which the Design-Builder believes it is entitled. Such notice is an express condition

precedent to any claim or request for adjustment to the Substantial or Final Completion Dates, or the Guaranteed Maximum Price arising from the Change Event and, if the notice is not given within the required time, the Design-Builder will have waived the right to any adjustment to the Substantial or Final Completion Dates, or the Guaranteed Maximum Price arising from the Change Event.

Section 18.5 Detailed Change Request. Within twenty (20) days after giving notice of a Change Event, the Design-Builder shall submit a written Change Request to the Department describing, in reasonable detail, all adjustments it seeks to the Substantial or Final Completion Dates or the Guaranteed Maximum Price as a result of the Change Event. The Change Request shall include the same information as described in Section 18.3 with respect to any Agreement changes the Design-Builder seeks due to the Change Event, and the amount of any requested adjustment to the Guaranteed Maximum Price shall be limited in accordance with that Section 18.3.

Section 18.6 Changes to GMP. Subject to the condition precedent that the Design-Builder have complied with the notice and documentation provisions of this Article, and subject to the limitations stated in this Agreement, the Design-Builder is entitled to an adjustment to the Guaranteed Maximum Price in the following cases:

1. If the Department issues a Change Directive or Change Order that directs the Design-Builder to proceed with work which is beyond the scope of Work included within this Agreement; or
2. The Design-Builder encounters Differing Site Conditions or Hazardous Materials not identified in the Preconstruction Phase.

Section 18.7 Deductive Change Orders. The Department reserves the right to issue deductive Change Orders (reducing the Guaranteed Maximum Price or modifying the Substantial or Final Completion Dates to an earlier date) when changes are effected, by Change Directive or otherwise, which will decrease the cost of completing the Work or the time within which it can be completed.

Section 18.8 No Adjustments to Fee. The Design-Builder understands and agrees that the Design-Build Fee shall not be increased or decreased as a result of any Change Orders or Change Directive. In furtherance of this understanding, the Design-Builder agrees that it shall not be entitled to an increase in the Maximum Cost of General Conditions, or the Design-Build Fee by virtue of changes authorized by the Department unless such changes fall outside the general scope of work contemplated by this Agreement. The term general scope of work shall mean a state-of-the-art educational campus facility that is consistent with the Department's program of requirements and incorporates sustainable design initiatives. Without limiting the generality of the foregoing, it is understood and agreed that the Design-Builder shall not be entitled to any additional fees or general conditions unless (i) the Department makes additions to the scope provided for in this Agreement that cause the GMP, either individually or in the aggregate, to increase by more than ten percent (10%); or (ii) the Department makes additions to the scope

provided for herein which (other than for punchlist or warranty work) require the Design-Builder's services for the Project to extend beyond the Substantial Completion Date.

Section 18.9 Executed Change Orders or Contract Modifications are Final. The Design-Builder agrees that any Change Order or Contract Modification executed by the Department and Design-Builder constitutes its full and final adjustment for all costs, delays, disruptions, inefficiencies, accelerations, schedule impacts, or other consequences arising from the change modification in question, whether a Change Directive, or a Change Event, or from any claimed cumulative effect of changes made to the date of the Change Order or Contract Modification, and that no further adjustments in compensation or time shall be sought or made with respect to the Change Directive or the Change Event giving rise to the Change Order or Contract Modification. Although the Parties anticipate that most Change Orders or Contract Modifications will not require an adjustment to the Cost of General Conditions, if the Work described in a Change Order or Contract Modification requires an increase or decrease in the Maximum Cost of General Conditions (i.e. because such a Change requires additional field staff or other equipment that would be classified as General Conditions Costs), the Change Order or Contract Modification shall contain an increase to the Design-Build Fee adjusting such amount. The cost of processing a Change Order or Contract Modification shall not be considered an event that will require an increase in the Maximum Cost of General Conditions.

Section 18.10 Failure to Agree. If the Design-Builder 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 Design-Builder shall proceed with the Work and the Department's directives, without interruption or delay, and shall make a claim as provided in Article 18 herein. Failure to proceed due to a dispute over a Change Request shall constitute a material breach of the Contract and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

Section 18.11 Mark-Up on Trade Work (Change Order). Change Order work shall be reimbursed as follows:

1. Intervening tier Subcontractors shall be entitled to a mark-up of two percent (2%) (covering home office overhead, the cost of insurance and bonds, field supervision, general conditions and profit) on Work Performed by lower-tier Subcontractors;
2. To the extent permitted by **Section 18.8**, the Design-Builder shall be entitled to an increase in its Design-Build Fee at a rate of 2% on work performed by Subcontractors. Such markup shall cover the same cost elements that were included in the Design-Build Fee;
3. Direct Cost of the Work shall mean labor, material and other costs reasonably and necessarily incurred in the proper performance of the Work as approved by the

Department and shall include, but not be limited to: (Direct Cost of the Work does not, however, include home office overhead, field supervision, general conditions or profit of either the Subcontractor or the Design-Builder. No personnel above the level of a working foreman shall be considered a Direct Cost of the Work).

- (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. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to five percent (5%) of direct labor costs may be allowed.
- (b) **Rented Equipment.** Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Design-Builder 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. 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 Design-Builder shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Design-Builder or an affiliate of or subsidiary of the Design-Builder.
- (c) **Contractor's Equipment.** Payment for required equipment owned by the Design Builder or an affiliate of the Design-Builder 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 Government will be based on one-half the derived hourly rate under this subsection.
- (d) **Materials.** Incorporated and unincorporated materials as permitted under Section 9.1.

Article 19 – CLAIMS & DISPUTE RESOLUTION

All claims or disputes arising out of this Agreement shall be governed by the terms of the Standard Contract Provisions (for Architectural and Engineering Services and Construction Contracts).

Article 20 - EXHIBITS

- Exhibit A Program Requirements and Educational Specifications
- Exhibit B Project schedule

Exhibit C	Deliverable List
Exhibit D	SBE Subcontracting Plan
Exhibit E	Service Contract Act
Exhibit F	Key Personnel
Exhibit G	Davis Bacon Act Wage Determination
Exhibit H	Design-Builder's Designated Representatives
Exhibit I	Department's Designated Representatives and Contracting Officers
Exhibit J	Standard Contract Provisions (Construction and Architecture/Engineering)
Exhibit K	Form of Lien Waiver
Exhibit L	Form of GMP Amendment
Exhibit M	Design Development Documents Submission Date
Exhibit N	FF&E and Close-Out
Exhibit O	Subcontractor Performance Evaluation Form
Exhibit P	Equal Employment Opportunity Policy
Exhibit Q	Living Wage Act
Exhibit R	Award Fee Pool
Exhibit S	First Source Agreement
Exhibit T	(Reserved)
Exhibit U	BIM Requirements
Exhibit V	DGS Division One Specifications

IN WITNESS WHEREOF, the Parties have executed this Agreement (DCAM-21-CS-RFP-0019) through their duly authorized representatives and effective as of the last date written below.

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

(INSERT DESIGN BUILDER)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A - Program Requirements and Educational Specifications

Exhibit B - Project Schedule

Exhibit C - Deliverable List

Design and Preconstruction Phase Deliverables

Deliverables shall include but not limited to:

- a) Project Schedule.
- b) List of Long Lead Items that could adversely impact the Project's schedule and recommendations for purchase.
- c) Concept Cost Estimate and Concept Designs.
- d) Schematic Cost Estimate and Schematic Design.
- e) Design Development Cost Estimate and Design Development.
- f) Permit Set of Construction Documents Cost Estimate and Permit Set of Construction Documents.
- g) Permit Set of Construction Documents, including DCRA plan review responses.
- h) Issued for Construction Documents.
- i) Life Safety Floor Plans
- j) List of subcontractors from which the Design-Builder intends to solicit bids and bidding procedure.
- k) Trade bid tabulations, including all subcontractor Proposals.
- l) Report outlining Value Engineering strategies.
- m) GMP Proposal.
- n) Construction Phase Baseline Schedule.
- o) Statement of constructability within ten (10) days of the conclusion of the Design and Preconstruction Phase, executed by both the Design-Builder and the Project Architect/Engineer.
- p) Insurance Certificates
- q) Payment and Performance Bonds
- r) Reports outlining recommended Net Zero Energy strategies per each design milestone

Construction Deliverables

Deliverables shall include but not limited to:

- a) Contingency Balance Update.
- b) Hazardous Material Abatement Subcontractor Insurance Certificates.
- c) Hazardous Material Abatement Records.

- d) Construction Document Packages.
- e) Progress Meeting Minutes.
- f) Project Schedule Updates.
- g) Project Progress Reports.
- h) Cost Variance Report.
- i) OSHA Safety Plan.
- j) Close out documents (Product Manuals, Warranties, etc.).
- k) Quality Control Plan.
- l) Quality Control Inspection Reports.
- m) Corrective Action Plan.
- n) Prolog submissions.
- o) Invoices and Acceptable Application for Payment with Release of Liens and Claims.
- p) Insurance Certificates.
- q) Performance and Payment Bonds and Agreement of Indemnity
- r) Certificate of Substantial Completion executed by the Project Architect/Engineer and submitted Department for review, concurrence and approval
- s) Documents that may be required by Contracting Officer from time to time.

Close-Out Deliverables

Deliverables shall include but not limited to:

- a) A complete set of the Design-Builder's Project files.
- b) A complete set of product manuals (O&M), Close-Out Deliverables training videos, warranties, etc.
- c) As built record drawings.
- d) Attic stock and schedule.
- e) Equipment schedule.
- f) Proposed schedule of maintenance.
- g) Environmental, health & safety documents.
- h) All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).
- k) LEED – Preliminary Construction Review.

Exhibit D - SBE Subcontracting Plan

Exhibit E

Service Contract Act

Exhibit F - Key Personnel

Exhibit G - Davis Bacon Act Wage Determination

Exhibit H - Design-Builder's Designated Representatives

Exhibit I - Department's Designated Representatives and Contracting Officers

George G. Lewis
Associate Director & Chief Procurement Officer, Contracts and Procurement Division
Department of General Services
Contracts and Procurement Division
2000 14th Street NW, 8th Floor
Washington, DC 20009

Eric Njonjo
Contracting Officer, Contracting and Procurement Division
Department of General Services
1250 U Street NW, 2nd Floor
Washington, DC 20009

**Exhibit J – Standard Contract Provisions (Construction and
Architecture/Engineering)**

Exhibit K - Form of Lien Waiver

Exhibit L - Form of GMP Amendment

GUARANTEED MAXIMUM PRICE AMENDMENT

DESIGN-BUILD AGREEMENT

SCHOOL WITHOUT WALL AT FRANCIS STEVENS EDUCATION CAMPUS

THIS GUARANTEED MAXIMUM PRICE AMENDMENT (“Amendment”) is entered into by and between the **DISTRICT OF COLUMBIA GOVERNMENT**, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “Department”) and [**DESIGN-BUILDER**], (the “Design-Builder”) pursuant to the Agreement, dated _____, between the District of Columbia government, by and through the Department and the Design-Builder, for design-build work at the **SCHOOL WITHOUT WALL AT FRANCIS STEVENS EDUCATION CAMPUS** and to establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE I

GUARANTEED MAXIMUM PRICE

Section 1.1 Guaranteed Maximum Price. Subject to additions and deductions which may be made only in accordance with the Agreement, the Design-Builder represents, warrants and guarantees to the Department that the total maximum cost to be paid by the Department for Design-Builder’s complete performance under the Agreement, including, but not limited to, Final Completion of all Work, all services of Design-Builder under the Agreement, and all fees, compensation and reimbursements to Design-Builder, shall not exceed the total amount of [INSERT AMOUNT] Dollars (\$[INSERT AMOUNT]) (“*Guaranteed Maximum Price*”). Costs which would cause the Guaranteed Maximum Price (as may be adjusted pursuant to the Contract Project Documents) to be exceeded shall be paid by the Design-Builder without reimbursement by the Department.

Section 1.2 Guaranteed Maximum Price Components. The Guaranteed Maximum Price is comprised of the maximum amount payable by the Department for:

- 1.2.1** the Cost of the Work for full and complete performance of the Work in strict accordance with the Contract Project Documents;
- 1.2.2** a Pre-Construction Fee for the Design-Builder, as defined in the Agreement, in the amount of [INSERT AMOUNT];
- 1.2.3** a Design-Build Fee for the Design-Builder, as defined in the Agreement, in the amount of [INSERT AMOUNT];
- 1.2.4** a Maximum Cost of General Conditions, , as defined in the Agreement, in the amount of [INSERT AMOUNT];

1.2.5 The Guaranteed Maximum Price is further broken down into line items and categories on Exhibits ____ attached hereto.

Section 1.3 Basis for the GMP. The GMP is for the performance of the Work in accordance with the Contract Project Documents listed and attached to this Amendment and marked Exhibits ____ through ____, as follows:

1.3.1 Exhibit ____: List of Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the Guaranteed Maximum Price is based

1.3.2 Exhibit ____: A list of Unit Prices and Allowance items as well as a statement of their basis.

1.3.3 Exhibit ____: Assumptions and Clarifications made in preparing the Guaranteed Maximum Price, noting in particular any exclusions. The Assumptions and Clarifications shall take precedence over the Drawings and Specifications, but shall be subordinate to the Agreement and the terms of this Amendment.

1.3.4 Exhibit ____: The proposed Guaranteed Maximum Price, including a statement of the detailed cost estimate organized by trade categories, allowances, Contingency, and other items and the fee that comprise the Guaranteed Maximum Price.

1.3.5 Exhibit ____: A Construction Phase Schedule which shall include, but not be limited to, the Substantial and Final Completion Dates, upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Project Documents issuance dates upon which the Substantial and Final Completion Dates are based (the "Project Schedule").

1.3.6 Exhibit ____: An LSDBE Utilization Plan setting forth the names and estimated dollar volume of the work that will be performed by small, local and disadvantaged business enterprises, as certified by the Department of Small and Local Business Development, upon which the GMP is based.

Section 1.4 Incomplete Drawings and Specifications. Design-Builder and the Department acknowledge that the Drawings and Specifications are not complete and, as of the date hereof, that such Drawings and Specifications have reached the level of approximately __% complete design development Project Documents. The Design-Builder, however, has been actively involved in the design process and hereby represents that it has a sufficient understanding of the Project to agree to a Guaranteed Maximum Price to Fully Complete the Project. The Design-Builder hereby acknowledges that the Design Development Documents provides sufficient detail

and information to provide a firm Guaranteed Maximum Price and that the Guaranteed Maximum Price proposed therein is intended to represent the Design-Builder's offer to Fully Complete the Project. The Design-Builder and the Department agree to work together to complete the Drawings and Specifications as provided in this Agreement, consistent with the Guaranteed Maximum Price premises and assumptions and Project Schedule.

Section 1.5 Design Intent; Inferable Work. Design-Builder agrees that the Guaranteed Maximum Price is based on the current state of the design, which represents approximately [] percent complete design development Project Documents. The Design Development Documents will include various clarifications and assumptions that are intended to further define the scope of Work that will be required to complete design. The Design-Builder has included within the Guaranteed Maximum Price sufficient amounts to cover aspects of the Work that are not shown on the Design Development Documents. If the Department does not approve any such scope increase, the Design-Builder shall cause the Architect to develop a design that is consistent with the original design intent and shall complete the Work for an amount that does not exceed the GMP.

Section 1.6 Cost Overruns. Subject to additions or deductions which may be made in accordance with the Agreement, the Design-Builder shall be solely liable and responsible for and shall pay any and all costs, fees and other expenditures in excess of the Guaranteed Maximum Price for and/or relating to the Work, without entitlement to reimbursement from the Department. Design-Builder shall not be entitled to any fee, payment, compensation or reimbursement under this Agreement or relating to the Work or Project other than as expressly provided in the Agreement.

Section 1.7 Allowances. The Guaranteed Maximum Price includes specific "Unit Price Allowance Amounts" for certain items as shown on the Schedule of Values and budgeted in the Guaranteed Maximum Price ("*Allowance Items*"). The only Allowance Items shall be those specifically identified as such in the Schedule of Values and in the Guaranteed Maximum Price. The Allowance Amounts represent all Costs of the Work of the Allowance Items, including, without limitation, costs of materials, labor, handling, transportation, loading and unloading and installation, as determined by Design-Builder.

ARTICLE 2

INTENT, INTERPRETATION AND CORRELATION

Section 2.1 Intent of the Agreement. The intent of the Agreement is for the Design-Builder to perform and supply, and the Department hereby engages Design-Builder to and Design-Builder hereby agrees to perform and supply, the Work, including all necessary design services, scheduling, procurement, supervision, construction, and construction management services and

supply all necessary labor, materials, equipment and related work and services necessary to fully complete the Work and obtain the intended results of the Contract Project Documents, including, but not limited to the requirements of the Project Schedule and the Guaranteed Maximum Price requirements set forth in Article 1 above. The enumeration of particular items in the Specifications and/or Drawings shall not be construed to exclude other items. The Contract Project Documents are complementary, and what is required by any one of the Contract Project Documents (including either a Drawing or Specification) as being necessary to produce the intended results shall be binding and required as a part of the Work as if required by all Contract Project Documents.

Section 2.2 Design-Builder's Compliance with Contract Project Documents.

Design-Builder agrees, accepts and assumes that the Department's decision will require implementation of the most stringent requirements among any conflicting provisions of the Contract Project Documents as being part of the Work. The Design-Builder agrees to be bound by all decisions by the Department to implement the most stringent of any conflicting requirements within the Contract Project Documents. Any failure by Design-Builder to seek such clarifications shall in no way limit the Department's ability to require implementation, including replacement of installed Work at a later date at Design-Builder's sole expense, to achieve compliance with the more stringent requirements. Without limiting the generality of the foregoing, the Design-Builder hereby agrees as follows:

2.2.1 The failure of the Department to insist in any one or more instances upon a strict compliance with any provision of this Agreement, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment of the Department's right thereafter to require compliance with such provision of this Agreement, or as being a waiver of the Department's right thereafter to exercise such option, and such provision or option will remain in full force and effect.

2.2.2 If there is any inconsistency in the Drawings or any conflict between the Drawings and Specifications, Design-Builder shall provide the better quality or greater quantity of Work or materials, as applicable, unless the Department directs otherwise in writing.

2.2.3 Design-Builder shall be responsible for dividing the Work among the appropriate Subcontractors and Vendors. No claim will be entertained by the Department based upon the organization or arrangement of the Specifications and/or the Drawings into areas, sections, subsections or trade disciplines.

2.2.4 Detail drawings shall take precedence over scale drawings, and figured dimensions on the Drawings shall govern the setting out of the Work.

2.2.5 Unless the Specifications expressly state otherwise, references to documents and standards of professional organizations shall mean the latest editions published prior to the Effective Date.

2.2.6 Technical words, abbreviations and acronyms in the Contract Project Documents shall be used and interpreted in accordance with customary usage in the construction industry.

2.2.7 Whenever consent, permission or approval is required from any party pursuant to the provisions of the Contract Project Documents, such consent, permission or approval shall, unless expressly provided otherwise in this Agreement, be given or obtained, as applicable, in writing.

ARTICLE 3

[INTENTIONALLY OMITTED]

ARTICLE 4

OTHER PROVISIONS

Section 4.1 Design-Builder's Responsibilities. The Design-Builder also expressly acknowledges that this Project and the Work will proceed on a "fast-track" method of construction, i.e., construction will commence without final Drawings and Specifications in place. More specifically, while Drawings and Specifications are complete for certain portions of Work, the design process will continue for other portions during construction based on the Guaranteed Maximum Price premises and assumptions. The Design-Builder has been, and will continue to be, an active participant in the design process. Given such participation, the Design-Builder represents that it is familiar with the scope and quality of those aspects of the Project that have not yet been fully designed, and has taken such scope and quality matters into consideration in preparing each component of the Guaranteed Maximum Price. The Design-Builder agrees to work with the Department in managing the construction and design work to complete the design process. The Design-Builder shall manage the Project, including coordinating redesign or value engineering necessary or advisable for certain aspects of the Project at any stage of the design process in order to bring the cost of such Work within or below, but not in excess of, the respective allowances or the budgeted or allocated amounts for other items contained in the Guaranteed Maximum Price. Once the Drawings and Specifications are complete, it is recognized by the Design-Builder and the Department that the scope of the Guaranteed Maximum Price may include Work not expressly indicated on the Contract Project Documents, but which is reasonably inferable from the Contract Project Documents, and such Work shall be performed without any increase in the Guaranteed Maximum Price or extension of Contract Time, except if and to the extent otherwise expressly provided in this Agreement.

ARTICLE 5

MISCELLANEOUS PROVISIONS

Section 5.1 Prior Agreement Unaffected. Except as expressly agreed to herein, all of the terms, conditions, representations and warranties set forth in the Agreement shall remain unaffected and in full force and affect.

Section 5.2 Integrated Agreement. This Amendment and any attachment hereto set forth the entire agreement and understanding of the parties regarding the transactions contemplated hereby and supersede all prior oral and written agreements, arrangements and understandings relating to the subject matter hereof. There are no oral or written agreements or understandings, representations or warranties among the parties other than those set forth herein.

Section 5.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

Section 5.4 Construction. This Agreement shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party prepared the Agreement.

IN WITNESS WHEREOF, each of the parties to this Amendment to Agreement (DCAM-21-CS-RFP-0019) has caused it to be executed by its duly authorized representative on the dates set forth below.

DISTRICT OF COLUMBIA GOVERNMENT, by and through its DEPARTMENT OF GENERAL SERVICES

By: _____

Name: _____

Title: _____

Date: _____

[DESIGN-BUILDER]

By: _____

Name: _____

Its: _____

Date: _____

Exhibit M - Design Development Documents Submission Date

Exhibit N - FF&E and Close-Out

FF&E

The Design-Builder shall be responsible for FF&E as set forth in this Exhibit: [TBD at GMP Amendment]

Exhibit O - Subcontractor Performance Evaluation Form

To be determined at GMP Amendment

Exhibit P - Equal Employment Opportunity Policy

Exhibit Q – Living Wage Act

Exhibit R – Award Fee Pool

Exhibit S – First Source Agreement

Exhibit U - BIM Requirements

Exhibit V Division One Specification

EXHIBIT 2

ATTACHMENT N - FORM OF NOTICE TO PROCEED AND LETTER CONTRACT

[EXHIBIT WILL APPEAR ON THE FOLLOWING PAGE]

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



[DATE]

[Contractor's address]

Reference: Request for Proposals No. DCAM-21-CS-RFP-0019 (“RFP”) – Design-Build Services for School Without Walls at Francis Stevens Education Campus.

Subject: Notice to Proceed and Letter Contract

Dear Mr. _____,

We refer to the proposal submitted by _____ (the “Contractor” or “Design-Builder”) in response to the above referenced RFP. We are pleased to inform you that this work has been awarded to _____, and if this Letter Contract (“Letter Contract”) is signed by the Contractor without modification of any kind, it will serve as a notice to proceed for the work described below. This notice to proceed is subject to the following terms:

1. Letter Contract. This is a Letter Contract between the Contractor and the District of Columbia Government, acting by and through its Department of General Services (“DGS” or the “Department”), and shall govern our relationship until such time as a final contract is entered into for the work described in the above referenced RFP (the “Definitized Contract”); provided, however, that to the extent an issue is not covered in this Letter Contract, the RFP shall govern. Once the Definitized Contract is executed by an authorized Contracting Officer, this Letter Contract shall automatically terminate and merge into the Definitized Contract.
2. Scope of Work. The Contractor shall provide Design-Build Services for School Without Walls at Francis Stevens Education Campus project, located at 2425 N Street NW, Washington, DC, as described in the Contractor’s Proposal dated _____ submitted in response to the subject RFP.
3. Deliverables. In connection with the services provided pursuant to this Letter Contract, the Contractor shall provide, at a minimum, the deliverables in accordance with the requirements in the RFP and Form of Contract to the Department’s Program Manager and in the referenced instances to the Contracting Officer. [ADD deliverables]

In the event that the Contractor fails to timely submit any such deliverable, the Contractor shall pay to the Department as liquidated damages Five Thousand Dollars (\$5,000) plus Five Hundred Dollars (\$500) per day after receiving written notice from the Contracting Officer of failure to submit each

deliverable. This remedy is cumulative and does not limit any other right or remedy of the Department under the contract or applicable District law.

4. Not to Exceed Amount. The limit of this authorization is up to \$_____ (“NTE”) including portions of the pre-construction fee, design fee, general condition cost in addition to other costs as further described in the Schedule of the Values (**Exhibit A**). In no event shall the Contractor be entitled to receive more than the NTE under this Letter Contract unless authorized in advance and in writing by a duly authorized Contracting Officer. This not-to-exceed amount includes all costs incurred by the Contractor in connection with the work authorized hereby.

5. Construction Phase Compensation. The Contractor understands and agrees that the Department makes no representation or warranty that the Contractor shall be entitled to serve as the builder for the Project. If, however, the Department and the Contractor agree upon a GMP and schedule for the Project, the Contractor agrees that it shall be paid a Design-Build Fee of \$_____ and that the Maximum Cost of General Conditions shall be \$_____ based on the schedule and budget set forth in the RFP. The Contractor further agrees to enter into a design-build agreement that is substantially similar to the Agreement for Design-Build Services issued with the RFP, subject only to such adjustments as were requested by the Contractor in its bid and which are agreed to by the Department.

6. Insurance. At all times while working under this Letter Contract, the Contractor shall maintain insurance as described in the RFP. All such policies shall be endorsed to add the District of Columbia, including, but not limited to, its Department of General Services, and the respective agents, employees and offices of each as additional insureds.

7. Duration. Once signed by the Contractor, the Letter Contract will become effective on the date the Letter Contract is executed by the Department. This Letter Contract will terminate on the earlier to occur of the following: (i) the date the Definitized Contract becomes effective; or (ii) [Insert Date]. DGS reserves the right to terminate this Letter Contract, in whole or specified part, for convenience in the manner described in **Article 5** and **Article 6** of the District of Columbia Department of General Services Standard Contract Provisions General Provisions for Construction Contracts.

8. Billing. All invoices shall be submitted directly to the Department at the address specified in the RFP. Purchase Order numbers should be included in all future invoices and accounting records. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act.

9. Key personnel. To carry out its duties, the Design-Builder shall provide at least the key personnel identified in (**Exhibit F**) (“Key Personnel”), who shall carry out the functions identified in **Exhibit F**. Among other things, the Key Personnel shall include:

A - Key Personnel of the Prime Contractor:

- (i) Project Manager; (ii) Superintendent; and (iii) Project executive.

B - Key Personnel of the Architect/Engineer

- (i) Project Designer; (ii) Project Architect; (iii) Principal in Charge; (iv) Lead Mechanical Engineer; (v) Lead Structural Engineer, and (vi) Lead Envelope Consultant

It is contemplated that these Key personnel will work from the design stage, purchasing and throughout the bulk of the field work. The Design-Builder's obligation to provide adequate staffing is not limited to providing the Key Personnel, but is determined by the needs of the Project. If any of the Key Personnel become unavailable to perform services in connection with the Letter Contract due to death, disability or separation from the employment of the Design-Builder or any affiliate of the Design-Builder, then the Design-Builder shall promptly notify the Department's Contracting Officer and propose a replacement acceptable to the Department. The Department shall be entitled to complete information before approving such replacement. Certain members of the Design-Builder's Key Personnel shall be subject to a replacement fee for their removal or reassignment by the Design-Builder.

If the Design-Builder replaces one of the key personnel listed in **(Exhibit F)** as being subject to a replacement fee, without the prior written consent of the Department, then the Design-Builder shall pay to the Department (\$25,000) for each replacement as replacement fee and not a penalty, to reimburse the Department for its administrative costs arising from the Design-Builder's failure to provide the Key Personnel. The foregoing replacement fee amount shall not bar recovery of any other damages, costs or expenses other than the Department's internal administrative costs.

10. ProjectTeam. The Design-Builder shall utilize the Department's current project management software ("ProjectTeam") system to submit any and all Project Documentation required to be provided by the Design-Builder for the Project, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by DGS); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other Project Documents as may be designated by the Department. The Design-Builder also shall require all subcontractors and subconsultants to utilize ProjectTeam for the Project execution.

Electronic storage and transmission of information via ProjectTeam system shall be compliant with the provisions of the Document Security section of these General Requirements.

11. Invoice Submittal. The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The Contractor shall submit proper invoices on a monthly basis. To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act. For assistance with the registration process call (202) 741-5200 or visit <http://vendorportal.dc.gov> to submit an inquiry.

12. Purchase Order Number. This Letter Contract will become effective on the date the Letter Contract is executed by the Department. The Department's Contracting & Procurement Division will issue a purchase order number and will be sent in a separate cover. That number should be included in all future invoices and accounting records. In the event that you do not obtain a purchase order number please contact Bilal Malikzai via cp.contract-spec3@dc.gov directly to obtain this number.

13. Ownership and Use of Documents. All documents and work product prepared by the Contractor shall become the property of the Department upon the payment of invoices submitted under the Letter Contract.

14. Trade Work/Site Control. Unless otherwise directed by the Department, the Contractor shall not perform any trade work or take control of the site. Any authorization to proceed with trade work will include appropriate provisions relating to compliance documents (first source employment agreement, Department of Small and Local Business Development (DSLBD)), bonds, insurance, and safety procedures. At a minimum, however, the Department's Standard Contract Provisions for Construction shall apply. In addition to the requirements set forth in any such subsequent authorization, prior to executing this Letter Contract, the Contractor shall provide the Department's Contracting Officer with certificates evidencing insurance, a payment and performance bond having a penal value equal to the then value of the Letter Contract and the Contractor's agreement of indemnity. In the event the Contractor fails to provide the Department with such certificates of insurance, the agreement for indemnity or bond, the Department may withhold any subsequent payment until such documents are provided.

15. Entire Agreement; Modification. This Letter Contract, along with the Standard Contract Provisions, (Exhibit A – Architectural & Engineering Services and Exhibit B – Construction Services) supersede all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to this Letter Contract shall be effective against the Department and unless made in writing signed by the Department. Notwithstanding the provisions of this Section 15, nothing herein shall limit the Department's ability to unilaterally modify this Letter Contract.

16. Davis Bacon Act Wage Determination. The Contractor agrees that the work performed under this Letter Contract shall be subject to the Davis Bacon Wage Determination as set forth in **(Exhibit D)** in effect at the time of Letter Contract execution by the Department.

17. Service Contract Act. The Contractor agrees that the work performed under this Letter Contract shall be subject to the Service Contract Act as set forth in **(Exhibit E)** in effect at the time of Letter Contract execution by the Department.

17. Living Wage Act. The Contractor agrees that the work performed under this Letter Contract shall be subject to the Living Wage Act in effect at the time of Letter Contract execution by the Department. As such, the Contractor and its subcontractors shall comply with the wage reporting requirements imposed by the act as set forth in **(Exhibit G)**.

ISSUED BY:

ACCEPTED BY:

By: _____
Name: Eric Njonjo
Title: Contracting Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibits

EXHIBIT 3

APPENDICES A, B, & C (EDUCATION SPECIFICATIONS)

[EXHIBIT WILL APPEAR ON THE FOLLOWING PAGE]



EDUCATIONAL SPECIFICATIONS

APPENDIX A

VERSION 2.0
September 2021

DCPS OWNER PROJECT REQUIREMENTS (OPR)

General Notes

- All items included in this document are Basis of Design (BOD) only.
- Substitutions or deviations will be considered on a case by case basis and should be communicated to DCPS Facility Planning and Design for approval.
- Additionally, deviations from the design specifications made by the contractor must be communicated to DCPS Facility Planning and Design for approval.

Division 01 – GENERAL REQUIREMENTS

- 01 33 00 SUBMITTAL PROCEDURES
 - DCPS shall review the following submittals on a case by case basis:
 - Door Hardware and Keying
 - Electronic Access Control
 - Intrusion Detection
 - HVAC Controls and Sequencing
 - Millwork
 - Plumbing Fixtures
 - Toilet Accessories
 - Room Signage
 - Exterior Signage
 - FF&E
 - Kitchen Equipment

DCPS shall work with the Design Team to determine comment periods and process for review. DCPS' review of submittals is for reference only, submittals to be confirmed by design team.
- 01 77 00 CLOSEOUT PROCEDURES
 - Trainings
 - All trainings shall be professionally recorded.
 - DCPS to confirm additional trainings.
 - Refer to Division 01 79 00 of the DGS technical specification
 - An itemized list of attic stock shall be provided to DCPS to review and approve.
- 01 81 19 INDOOR AIR QUALITY REQUIREMENTS
 - Minimum of ten (10) indoor air quality monitoring sensors (BOD: Senseware IAQ) to be included throughout building.
- 01 91 13 GENERAL COMMISSIONING REQUIREMENTS
 - Commissioning agent requirements
 - The commissioning agent shall:
 - Be on the project team in schematic design and review all document milestones.

-
- DCPS shall receive a copy of all reviews/reports.
 - Provide turnover of sample pre-functional and functional checklists during the schematic design phase.
 - Provide a schedule for final commissioning.

Division 02 – EXISTING CONDITIONS

- 02 80 00 FACILITY REMEDIATION (ABATEMENT)
 - DCPS/DGS require removal of all hazardous materials in lieu of encapsulation. The contractor shall receive written approval from DCPS/DGS if a request is being made to encapsulate any hazardous materials over removal.

Division 03 – CONCRETE

- 03 33 00 ARCHITECTURAL CONCRETE FINISH
 - Contractor to specifically note allowance dedicated to ensuring floor flatness.
 - Any polish concrete including in projects, DCPS would like to see a site with exact
 - Contractor to ensure concrete slab is poured/prepared to receive polish concrete finish – polished only, not stained and not sealed.

Division 04 – MASONRY

- 04 01 20 CLAY MASONRY RESTORATION AND CLEANING
 - Written analysis of existing masonry condition for DCPS to review and determine scope for the project.
- 04 20 00 UNIT MASONRY
 - Provide minimum brick grade and durability (FBS and/or FBX), through-body, etc.

Division 05 – METALS

- 05 52 13 PIPE AND TUBE RAILINGS
 - No horizontal guardrails at any location both exterior and interior. Vertical application only unless written consent from DCPS.
 - Stainless Steel or powder coated preferred at handrails and tops of guardrails.
 - DCPS shall review all railing heights to determine if railings shall exceed code requirements.
 - 48” to be B.O.D. for guardrail height, exceptions must be reviewed and approved by DCPS.
 - Stair railings at Elementary Schools and Early Learning Centers to have intermediate child-height handrail at 24”

Division 06 – WOOD, PLASTICS, AND COMPOSITES

- NOT CURRENTLY USED

Division 07 – THERMAL AND MOISTURE PROTECTION

- NOT CURRENTLY USED

Division 08 – OPENINGS

- 08 11 13 HOLLOW METAL DOORS AND FRAMES
 - Standard: 16-gauge frames /18-gauge doors for all locations
 - MDF / IDF closets and MEP areas
 - Gasketed frame and threshold
 - Preferred to be painted a neutral color and blend in with surrounding corridor
 - Double doors in corridors
 - No center posts
 - Doors should swing against a wall to allow for magnetic hold opens
 - Hold open extensions not preferred
- 08 14 16 FLUSH WOOD DOORS
 - Solid core wood doors shall be provided at all interior academic and administration spaces.
 - Provide full-lite doors where vision glass is required. Exceptions must be approved by DCPS.
- 08 41 13 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
 - Exterior
 - Special-Lite Door – FRP/Aluminum Hybrid Doors (SL)
 - Special-Lite Door – Aluminum Hybrid Doors (SL)
 - No glass lites at storage rooms or toilet rooms
- 08 71 00 FINISH HARDWARE
 - Lock hardware to be powered by ACS contractor
 - Mortise locks or exit devices on exterior doors
 - All hardwired into the access control system
 - Include continuous hinges typical
 - Mortise locks at classroom doors. Cylindrical locks or exit devices on remaining interior doors.
 - Shelter in place / lock down: See Section: 28 10 00 ACCESS CONTROL
 - Perimeter doors must be hardwired for access control, interior doors can be wireless
 - If cylinders are provided they must be Schlage Primus large format interchangeable.
 - However, cylinders are not required if the lockset comes equipped with electronic access control
 - Limit the amount of exterior doors with locks. Drive should specify “night latch” functionality on doors that require exterior access in the case of access control system failure or on doors that do not warranty access control where keys are provided. The drive should be for “controlled and audited access” which means card readers instead of keys.
 - Electronic access control is the required method of securing the doors. DCPS is willing to consider exceptions on a case-by-case basis.
 - If electronic access control is provided, then the hardware must allow for first card swipe to unlock the door for the duration of the school day and a second card swipe to reverse the function.
 - All other locations
 - Allegion
 - Schlage - NDE and/or LE Series
 - Von Duprin – Motorized Latch Retraction Only
 - Hager

- Motorized Retraction Only
 - ASSA ABLOY
 - 8200 (mortise) and/or 10 Line (cylindrical)
 - Sargent – Motorized Latch Retraction Only
 - ADA operators
- ADA operators and card readers are to be wall-mounted only. No pedestals.
- All Gender Restroom and Wellness/Lactation Room - Schlage ND40S cylindrical lock with Schlage B571 occupancy indicator.
- Keying Requirements and Control Systems
 - One fully populated key box with two copies of all keys and corresponding door schedule
 - All door hardware shall be keyed to the DCPS Schlage FSIC standard
- Door Stops
 - CRL Satin Chrome Floor Mounted Heavy-Duty Door Stop with Hook and Holder
- 08 80 00 GLAZING
 - School Guard Glass SG4 (or approved equal) to be at all glazing accessible from the outside (First Floor exterior, window wells, etc.). The “First Floor” is any floor plane that is directly off the exterior. SG4 may be provided at different floor elevations when site elevations are not level throughout.
 - Laminated Glass:
 - To occur at areas up to 18" AFF designated by code and openings adjacent to double height spaces. DCPS prefers laminated glass at any pane directly adjacent to an exterior door (for example if you had an exterior door going out to an accessible roof terrace).
 - Lamination shall occur on side 3 of the glass
 - Tempered Glass:
 - DCPS requires that tempered glass to be provided throughout the school. This is a safety concern especially at the Middle and High School levels. DCPS is willing to review specific areas in question should the design team wish to propose areas with non-tempered glass.
 - Sidelights should be provided at all general instructional classroom entrances, self-contained classrooms, science classrooms, tech labs, art lab, etc.
 - Frosted film over windows as needed.
 - BOD - Decorative Window Film: Llumar NRM PS2
 - Operable windows at all classroom and instructional spaces at a minimum, throughout building preferred. Provide limiters to allow for 4” openings.

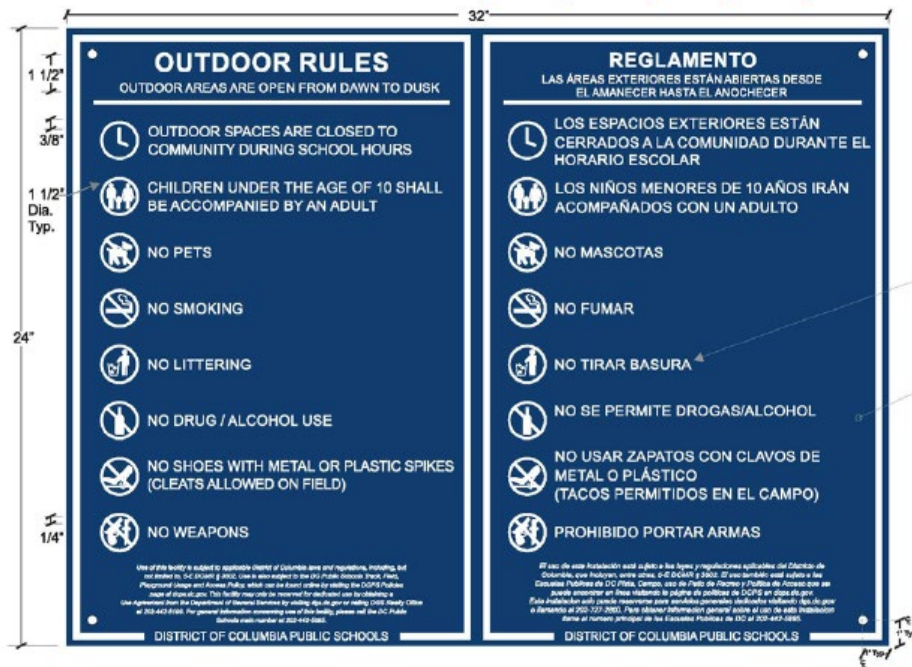
Division 09 – FINISHES

- See Appendix B – Finish Guidelines

Division 10 – SPECIALTIES

- 10 11 00 VISUAL DISPLAY UNITS
 - Bottom of all boards shall align with Interactive White Board Heights noted below.
 - Coordinate height of tack board/tack strips with corridor wainscot.
- 10 11 73 INTERACTIVE WHITE BOARDS
 - SMART Board 6000s Series in all instructional spaces (review latest DCPS IT Purchasing Guide)

- Mounting Heights for Interactive Electronic? Device / Magnetic Marker Boards / Tack boards (bottom of boards to align):
 - PreK thru 1st Grade – B.O. Board 28” AFF
 - 2nd – 5th Grades – B.O. Board 30” AFF
 - Middle School / High School – B.O. Board 32” AFF
- 10 14 14 EXTERIOR SIGNAGE
 - Provide Outdoor Rules signage at entries – review locations with DCPS



- See DCPS signage manual for information on monument signs
- 10 14 23 PANEL SIGNAGE
 - All interior building signage shall include raised Room Number only. No other raised or permanent letter shall be included except for those noted below.
 - Building service rooms such as Electrical, Mechanical, Data, Storage, etc. can include the room name.
 - Inserts shall be provided for room name and a minimum of one (1) for teacher/staff name.

- Provide "All Gender Signage" as included below



- 10 21 13 TOILET COMPARTMENTS
 - High Density Polyethylene (HDPE) bathroom partitions only
- 10 21 23 CUBICLE CURTAINS AND TRACK
 - Ensure coordination with light fixtures. Also confirm that track and curtain are included in the base scope, not FFE.
- 10 26 00 WALL AND DOOR PROTECTION
 - Wall protection is required in all corridors with no exceptions. Refer to Appendix B for height and material information.
 - Kick-plates on all single user restrooms
 - Kick-plates on high-occupied spaces. Review with DCPS Facilities for any exceptions.
- 10 28 00 TOILET, SHOWER AND CUSTODIAL ACCESSORIES
 - Provide soap dispenser and paper towel dispenser at every sink, except as noted below and in Ed Spec. Coordinate with millwork for functionality and use.
 - Soap Dispenser
 - Shall be bulk foam soap dispenser. Do not provide a dispenser that requires foam packets. Reservoir to be removeable for easy cleaning.
 - Please review all dispenser locations with DCPS and ensure that there is enough clearance to use and replace soap.
 - Avoid stainless steel interior and finishes.

-
- BOD: Impact ClearVu Bulk Foam Soap Dispenser. Alternate options must be approved by DCPS.
 - Toilet Paper Dispenser
 - Must accommodate a 9” bulk roll (double preferred)
 - BOD: Bobrick B-2892
 - Paper Towel Dispensers (**Located in ECE on-suite restrooms and all classroom sinks**)
 - All Dispensers shall be an 8” roll
 - Please review all dispenser locations with DCPS and ensure that there is enough clearance to use and replace paper towel rolls.
 - BOD: Kimberly Clark H-1131SM
 - Hand Dryers (**Located in all restrooms except ECE noted above**)
 - BOD: Dyson Airblade V
 - Sanitary/Tampon Dispenser
 - Dispensers to be token-operated and adhere to B23-887, “Expanding Student Access to Period Products Act of 2020.”
 - Dispensers to be provided in all multi-user restrooms and student accessed single-user restrooms in MS and HS.
 - Provide dispensers in one multi-user restroom and one student access single-user restroom in ES.
 - BOD: Bobrick B-3706T (recessed/semi-recessed required in modernizations)
 - BOD: Bobrick B-2706T (surface mounted acceptable in retrofit applications)
 - Mirror
 - All mirrors to be tempered.
 - Changing Table
 - BOD: Horizontal Stainless Steel Recess Mounted KB110-SSRE
 - 10 44 13 FIRE PROTECTION CABINETS
 - All fire extinguisher cabinets (and defibrillators if provided) shall be fully recessed where possible.
 - DCPS will accept semi-recessed where there are 3-5/8” stud walls
 - DCPS/DGS would like to ensure that fire extinguishers are provided in all modernizations even when a full sprinkler system is included. Besides providing in code required locations, fire extinguishers shall be provided in all major corridors on each floor.
 - 10 51 00 LOCKERS
 - Corridor Lockers (student use)
 - Provide integral combination lock.
 - BOD: #1630 Master Lock
 - Double-tier preferred.
 - BOD: Guardian Standard 2 Tier

- Student Locker Rooms
 - Provide integral combination lock
 - BOD: Invincible II Locker
- Staff Locker
 - Provide integral combination lock, with the exception of bike commuting spaces (unassigned lockers)
 - BOD: (see corridor lockers above)

Division 11 – EQUIPMENT

- 11 24 23 FALL PROTECTION EQUIPMENT
 - Provide at all low-slope roof.
- 11 40 00 FOODSERVICE EQUIPMENT
 - See Appendix C – Food & Nutrition Services for more information
- 11 70 00 EDUCATIONAL EQUIPMENT (KILN)
 - Kiln – Skutt – 1227-3 (standard) B.O.D.

Division 12 – FURNISHINGS

- 12 24 13 ROLLER WINDOW SHADES
 - Required at all exterior windows. No window shades shall be provided on interior glass outside of those required by DOH.
 - Provide motorized shade at windows above one-story high.
 - Provide room darkening shadecloth (black-out shades) in locations with a stage and rooms with projectors (this could be the cafeteria, gymnasium or auditorium depending on the design). See Ed Spec for further guidance. Review with DCPS.
- 12 36 61 SOLID SURFACING COUNTERTOPS
 - At all countertops that include a sink, provide solid surface countertop. P-lam countertops are acceptable when sinks are not included, but preference is still for solid surface.
 - Provide a full height tile backsplash at countertops with sinks.
 - At areas without a sink, a P-lam or solid surface 4” minimum backsplash is acceptable.
 - Window sills shall be solid surface only, no laminate.
- 12 48 13 ENTRANCE FLOOR MATS AND FRAMES
 - See “Appendix B Finish Guidelines - General Notes” for more details on entrance floor mats.
- 12 93 00 SITE FURNISHINGS
 - Provide exterior trash and recycle receptacle
 - B.O.D. for trash receptacle – DuMor, Inc (474-32VS-BT) – Color: Black
 - B.O.D. for recycle receptacle – DuMor, Inc (437-32SH) – Color: Coordinate with School colors
 - Locations for trash and recycle receptacle
 - Provide at all major site amenity areas
 - No trash compactors for individual trash cans

Division 13 – SPECIAL CONSTRUCTION

- NOT CURRENTLY USED

Division 14 – CONVEYING EQUIPMENT

- 14 21 00 ELECTRIC TRACTION ELEVATORS
 - Open to maintenance by non-installing manufacturer
 - Provide card reader at each floor in lieu of inside the elevator for access control
- 14 42 00 WHEELCHAIR LIFTS
 - Chair lifts should be avoided as best as possible. DCPS will provide written approval for chair lifts as needed.

Division 21 – FIRE SUPPRESSION

- NOT CURRENTLY USED

Division 22 – PLUMBING

- 22 05 53 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
 - Isolation valves shall be visibly located within the room.
- 22 14 26.13 ROOF DRAINS
 - Preference for overflow drains is in-wall scuppers.
- 22 34 00 FUEL-FIRED, DOMESTIC-WATER HEATERS
 - Outlet temperatures on the domestic-water heaters shall be monitored through the BAS system.
- 22 40 00 PLUMBING FIXTURES
 - Toilet Seat Heights and Type:
 - PreK3-PreK4 (on-suite toilets) – floor mounted – 12" AFF
 - K-1st (on-suite toilets) – wall hung – 15" AFF
 - All other locations – wall hung – 18" AFF
 - Multi-User restrooms – Multi-station Lavatory Unit preferred over single wall hung units
 - BOD – Bradley Corporation, ELX Series
 - Faucets
 - Multi-User Restrooms
 - Chicago Faucets– Metering Faucets – Single Hole Mounting
 - Provide manual, not automatic
 - Single-User Restrooms
 - American Standard – Monterrey – Two-Handle Centerset Lav Faucet
 - Provide manual, not automatic
 - Mop Sink Faucet – T&S Brass and Bronze Works – Service Sink Faucet, 4" Wrist Action
 - Toilets
 - PreK3-PreK4 (on-suite toilets) – American Standard – Baby Devoro FloWise/Round Front Flushometer Toilet

- Typical Toilet – American Standard – Elongated Wall Hung Closet Fixture
 - Provide manual flush, not automatic
 - Flush Valve
 - PreK3-PreK4 (on-suite toilets) – Sloan Flushometer – 111-1.28
 - Toilets – Sloan – Manual Exposed Flushometer
 - Urinals – Sloan – Manual Exposed Flushometer
 - Urinals
 - American Standard – Washbrook Urinal
 - 22 42 23 COMMERCIAL SHOWERS, RECEPTORS, AND BASINS
 - Preference for non-prefab shower units and basins.
 - Coordinate drawings to ensure ADA clearances are met.
 - Shower mixing valves shall be fully accessible from inside the shower stall.
 - Provide smaller tile size in shower areas.
 - 22 47 13 DRINKING FOUNTAINS
 - All drinking fountains shall include a bottle filler. Review locations with DCPS
 - Interior BOD: Elkay Enhanced EZH20 Bottle Filling Station & Versatile Bi-Level ADA Cooler
 - Exterior BOD: 10145 Front Approach preferred, 10485WM if wall mounted. Fountains to include filtration and freeze-resistance.
 - Provide drinking fountain at all major corridors.
 - Provide exterior drinking fountains at playgrounds and in proximity to outdoor program.
 - Provide bubblers in classrooms and “student-centered” support spaces (resource rooms, makerspace, etc.) per Ed Spec
 - BOD: Elkay Flexi-Guard Classroom Bubbler

Division 23 – HEATING VENTILATING AND AIR CONDITIONING

Provide the following drawings in the DGS Office

- Laminated 8.5" x 11" MEP equipment schedules with makes and models
- Laminated 24" x 36" MEP floorplans
- Laminated 8.5" x 11" valve schedules with corresponding valve locations
- Laminated 24" x 36" HVAC sequence of operations

LG models are not approved

- 23 05 53 IDENTIFICATION FOR HVAC PIPING, DUCTWORK AND EQUIPMENT
 - Equipment labels and tags shall be visibly located within the room.
- 23 09 33 ELECTRIC AND ELECTRONIC CONTROL SYSTEM FOR HVAC
 - Anticipated Occupancy Schedules
 - School Schedule – 8:30 AM to 3:30 PM
 - Admin Areas/Library/Gym/Cafeteria
 - Optimal Start 2 hours before normal start
 - Normal Start 8:00 AM
 - Optimal Stop 30 minutes before normal stop

- Normal Stop 5:00 PM
 - Kitchen
 - Optimal Start 4:30 AM
 - Normal Start 6:30 AM
 - Normal Stop 1:30 PM
 - All Other Areas
 - Optimal Start 2 hours before normal start
 - Normal Start 30 minutes before first class
 - Optimal Stop 30 minutes before normal stop
 - Normal Stop 0 minutes after final class
- Thermal Comfort Requirements
 - Air Conditioning
 - Occupied – 73
 - Unoccupied – 80
 - Heating
 - Occupied – 69
 - Unoccupied – 60
 - Humidity Range
 - 30% to 60% RH
- HVAC System Controls
 - Controlled centrally from networked BMS work station
- 23 31 13 METAL DUCTS
 - Limit the amount of exposed duct work on the roof. Preferably no duct work exposed on the roof.
- 23 36 00 AIR TERMINAL UNITS
 - Preference is to avoid ceiling cassettes.
- 23 82 39 WALL AND CEILING UNIT HEATERS
 - Due to vandalism and maintenance, wall unit heaters should be avoided in stairwells. If needed in stairwells preference is for either in the ceiling or recessed in the wall

Division 25 – INTEGRATED AUTOMATION

- 25 40 02 BUILDING AUTOMATION SYSTEM (BAS)
 - Electrical, water and gas meters/services shall allow for remote monitoring

Division 26 – ELECTRICAL

- 26 05 33 RACEWAYS
 - In areas with no ceilings (exposed structure), all wire management shall be controlled through proper raceway trays.
- 26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
 - Electrical and Network Labeling

-
- All electrical outlets, including those in systems furniture, shall be labeled with corresponding electrical panel and breaker numbers
 - All network outlets, including those in systems furniture, shall be labeled with the corresponding closet, patch panel and termination location
 - HVAC controls cabling shall be yellow
 - Network cabling shall be blue
 - Wireless access point cabling shall be orange
 - 26 05 73 ELECTRICAL DISTRIBUTION SYSTEM STUDIES
 - 26 09 23 LIGHTING CONTROL DEVICES
 - Occupant Lighting Control
 - Controllability by occupants (or lack thereof) to be driven by NZEB, LEED and WELL considerations.
 - Dimming capabilities in meeting spaces, presentation spaces, multipurpose rooms and classrooms
 - 26 27 26 WIRING DEVICES
 - Exterior outlets
 - Provide exterior outlets at primary and secondary entrances, playgrounds, programmed spaces (gardens, outdoor classrooms, etc.) at a minimum. No pedestals.
 - Outlet covers are not to be lockable. Outlet covers typically provided break easily, design team to provide outlet cover options.
 - 26 32 13 ENGINE GENERATORS
 - Generator required on all DCPS modernizations. At a minimum the generator should account for the following items. Exception to the below list shall be reviewed and approved by DCPS Facilities:
 - All emergency lighting
 - Electrical Lockdown
 - Security Desk Area
 - Security panel
 - Access panel
 - All receptacles within IT rooms
 - Split system within all IT rooms
 - IT Closets (MDF is priority, secondary IDF)
 - Elevator shaft lighting and receptacles
 - Elevator car lighting & HVAC
 - Sump Pumps
 - Kitchen Freezer (Lighting, heater, alarm, Blower coil, Compressor Rack)
 - Kitchen Cooler (Lighting, heater, alarm, Blower coil, Compressor Rack)
 - Health Suite Refrigerator
 - BMS Workstation
 - Fire Pump (if needed)
 - Main Fire Alarm control panel
 - Generator components (battery heater, service receptacles/lighting, etc.)

- 26 51 00 INTERIOR LIGHTING
 - All fixtures shall be LED unless otherwise approved.
 - Light Fixtures: Any proposed location identified lower than noted below shall be reviewed and approved by DCPS Facilities:
 - For Pendants @ Elementary School - B.O. fixture no lower than 8'-6".
 - For Pendants @ Middle/High School - B.O. fixture no lower than 9'-0"
 - Provide light fixture protection in gymnasiums and multi-purpose spaces.
 - Direct-indirect ceiling pendants are preferred in instructional spaces.
 - Provide lighting in bathroom and stairs to enable visibility independent of motion-detection.
- 25 56 00 EXTERIOR LIGHTING
 - Design team to provide adequate exterior lighting to illuminate common path of travel to and from buildings.

Division 27 – COMMUNICATIONS

- 27 51 16 PUBLIC ADDRESS SYSTEMS
 - PA (Public Address School, Public Address Emergency, Public Address Intruder)
 - Bogen Quantum Hybrid
 - Head end wall mount is preferred over rack mount
 - Appropriately sized Quantum pre-built system shall be provided
 - QSW24/QSW48/QSW72 etc.
 - Include MCTCA Telephone Interface Card
 - Speakers
 - Preference is to have no wall mounted speakers
 - Drop ceilings
 - Shall be drop in Bogen CSD2X2VRU speakers or equivalent
 - General Design Guidance
 - Distance between speakers in hallways shall be 3x the height of ceilings
 - In stair shafts include one speaker at the topmost elevation
 - At each stairway exit, one speaker shall be located within one ceiling height of the stairway exit door
 - Call Switch
 - Bogen CA15C
 - Include sufficient design and programming time to coordinate all calls with the school's occupancy requirements and exclusions for quiet spaces
 - 27 53 13 CLOCK SYSTEMS
 - Clocks
 - Sapling Talk Back Wireless
 - Master clock shall be networked for synchronization
 - Clocks should be located in a consistent location in classroom spaces.
 - 27 53 19 DISTRIBUTED ANTENNA SYSTEM (DAS)
 - See link below to the code which addresses the Emergency Responder Radio Coverage since 2015:

- <http://dcregs.dc.gov/Gateway/RuleHome.aspx?RuleNumber=12-H510>
- See link below for requirements of the Public Safety DAS:
 - <https://ouc.dc.gov/page/oucs-public-safety-building-radio-systems-requirements>

Division 28 – ELECTRONIC SAFETY AND SECURITY

- Life Safety Systems Installer's Certifications
 - Electronic Security Association (ESA) National Training School (NTS) is being used as a benchmark, other certifications/trainings can be submitted to DCPS for approval
 - CCTV Installers
 - CAT1 + Life Safety Code + Video Systems Technologies
 - Intrusion Detection Installers
 - CAT1 + Life Safety Code + Advanced Intrusion Systems
 - Access Control Installers
 - CAT1 + Life Safety Code + Electronic Access Control
 - Fire Alarm Installers
 - CAT1 + Life Safety Code + Fire Alarm Installation Methods
- 28 05 00 VIDEO SURVEILLANCE SYSTEM
 - Axis Network Cameras and Panasonic MonitorCast 4 viewing platform
 - Network Camera Models
 - M3105-LV for IDF and MDF
 - M3045-V: Indoor nearfield options, e.g. stairwells: M3045-V
 - M3046-V: Indoor wider-angle options, e.g. small rooms and double stairwells: M3046-V
 - P3225-V: Hallways and larger spaces: P3225-V
 - P3225-VE: Exterior doors and near to medium area coverage: P3225-VE
 - P3225-LVE: Exterior doors and near to medium area coverage with IR: P3225-LVE
 - P3227-VE / LVE: Larger exterior areas such as playgrounds.: P3227-VE / P3227-LVE
 - Q3517-VE 9mm / 2mm: Exterior greater area coverage (Depending on coverage demand)
 - Q6115-E / Q6115-E: Exterior PTZ (Depending on coverage requirement). PTZ cameras kept to a minimum.
 - Q6155-E with Q6000-E: 360-degree Exterior larger space, advanced auto-tracking and guard-tour for parking spaces
 - P3708-PVE for 180-degree views were required
 - Some other camera options will be used in special circumstances such as the P3707-PE, Q1765-LE, and thermal cameras (Q1941-E, Q1942-E and Q2901-E). These additional models will be used by guidance of the Gold level partner to accommodate specific needs at a location.
- 28 10 00 ACCESS CONTROL
 - Also see section: 08 71 00 FINISH HARDWARE
 - Keying requirement: One Key Tracer 3U 8 Key Panel with prox reader and keypad, power and network required.

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- Shelter in place / lock down: located on all interior doors that are student occupied spaces (i.e.: Classrooms, Small Groups, Music, etc.). DCPS to review locations with design team for confirmation.
 - BOD: Schlage AD300/AD400
 - Alternative: Allegion LE/NDE
 - Alternative: Hager HS4
 - Requirements:
 - Instructional spaces shall be able to lock from the inside without opening the door and entering the corridor
 - If an unauthorized person locks a door from the inside there must be a means of opening the door from the corridor
 - BOD shall be a wired system, DCPS requires sign-off if a battery operation system is proposed
 - This can be done via multiple methods (key or card) but the preferred is card
 - A lockdown of doors or select doors must be possible from a remote location within the school. This can be done via a push button, glass break, software on a computer or a specially designated card/card reader.
 - 28 16 00 ACCESS CONTROL AND INTRUSION DETECTION
 - Exterior Axis C3003-E Speakers
 - Door Intercoms (main entrance)
 - Axis A8004-VE (vandal resistance) or Axis I8016-LVE
 - Grandstream GXV3275
 - Kitchen loading
 - iPhone JK Series with 3.5" screen and Axis door station. For remote communication only, remote unlocking functions removed.
 - Electronic Access Control
 - Mercury based systems only
 - Acceptable panels are: EP1501, EP1502, MR50, MR52, MR51e, 16In, 16Out
 - Altronix EFLOW 6NB power supply charger
 - Altronix LINQ 8PD power distribution module
 - Altronix Trove2 enclosures with TM2 Mercury backplanes
 - RS2 Enterprise access control platform only
 - Panels can be wired using Ethernet or 485 topology
 - Contractor shall provide no less than 125 programmed credentials via DCPS Custom credential CardTrax pool.
 - Intrusion Detection
 - DMP (Digital Monitoring Products) XR-550DNL-G
 - PIR Dual Tech Bosch or Honeywell
 - Graphic Touchscreen Keypad 7800 Series
 - Located at school's main entrance and custodian's main point of egress
 - Interior 335 Sirens
 - Exterior sirens with strobes

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- Programming
 - Security contractor shall program security system with general contractor code for configuration and testing purposes before turning over the system to DCPS
 - 28 18 11 SECURITY ACCESS METAL DETECTORS
 - Metal Detectors
 - The point of contact is Mr. Rich Brown who is the representative for Garrett Metal Detectors. The model for the metal detector is the 6500i. Rich can be reached on 757-288-6604; email: pmiusa@cox.net.
 - 28 18 13 SECURITY ACCESS X-RAY EQUIPMENT
 - VOTI x-ray machine
 - XR3D-50s / the POC for VOTI is Mr. Jacob Greenbaum. He can be reached via email at Jacob.greenbaum@votidetection.com or by cell phone at 1-514-816-4546.
 - 28 31 11 FIRE ALARM
 - Honeywell / Fire-Lite MS addressable control panel
 - 2 telephone lines per panel for communication
 - All fire alarm wiring shall be run in red conduit, no exceptions

Division 31 – EARTHWORK

- NOT CURRENTLY USED

Division 32 – EXTERIOR IMPROVEMENTS

- 32 14 13 PERMEABLE PAVEMENT
 - Not preferred due to maintenance difficulties. If needed to meet LEED or DOEE requirements, locations and types should be reviewed with DCPS.
- 32 14 43 PERVIOUS CONCRETE PAVEMENT
 - Not preferred due to maintenance difficulties. If needed to meet LEED or DOEE requirements, locations and types should be reviewed with DCPS.
- 32 31 13 CHAIN LINK FENCES
 - All fencing shall be coated.
 - Chain link fencing is not the preferred fencing type. If proposed, chain link fencing must be reviewed by DCPS.
- 32 31 19 DECORATIVE METAL FENCES AND GATES
 - Two (2') feet solid panel required at all egress gates centered on panic hardware. Additionally, welded wire mesh should be added to gate to prevent unwanted exterior access.
- 32 52 00 SYNTHETIC TURF
 - DCPS approved turfs include:
 - Eco Grind (sand + shoegrid)
 - Hocky Multi (sand only)
 - Pure Select 2"

Division 33 – UTILITIES

- NOT CURRENTLY USED



DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

EDUCATIONAL SPECIFICATIONS

APPENDIX B

VERSION 2.0
September 2021

DCPS FINISH GUIDELINES

General Notes:

The goal of "APPENDIX B - FINISH GUIDELINES" is to provide design teams with DCPS' design priorities and requirements. Each school should be designed with high design standards in mind which include cleanliness, durability, longevity, maintenance, and school uniqueness in mind.

A. FLOORING

- A.1 The following are not approved floor materials and shall not be installed within DCPS facilities: Carpet, Terrazzo Tile, Fritz Tile, Linoleum, VCT, Sheet Vinyl, BBT, MCT.
- A.2 Area rugs are acceptable in classrooms and library spaces and are included in the FFE package.
- A.3 Wood flooring is acceptable, beyond where indicated in specific areas, in restoration cases as well. For instance, existing wood floors in multi-purpose rooms or classrooms can be refinished if salvageable.
- A.4 All grout color shall be in the medium-to-dark range and approved by DCPS. No white / off-white / cream color shall be used. Use epoxy grout vs. sanded.
- A.5 Recessed Walk-off Mats: preference is a combination of carpet and aluminum rails. Avoid all carpet and all aluminum option.
- A.6 All terrazzo flooring shall be poured-in-place with integral base.
- A.7 Flooring listed in order of DCPS preference starting with BOD (Basis of Design). APP ALT (Approved Alternates) also listed in order of preference and will be considered on a project by project basis.

B. WALLS

- B.1 Paint selection: semi-gloss preferred, needs clarification and input .
- B.2 Consider CMU in select locations per breakdown for area/room.
- B.3 All Music Rooms need to meet all current code and LEED NRC standards.

C. CEILINGS

- C.1 Where pocket condition at windows is required, maintain a minimum 1'-0" set-back from window for clearance. Maximizing pocket width is preferred for increased daylight. Options include sloped ceiling, continuous bulkhead, or cloud/floating ceiling.
- C.2 Approved standard ceiling types: 2x2 ACT, 2x4 ACT, 2x6 ACT, Gypsum Board.
- C.3 The following ceiling types will be reviewed and approved per specific project: wood ceilings, floating clouds, ACT sizes different from listed in #2, baffles, etc.
- C.4 NRC rating is most important, however, aesthetically less texture is preferred.
- C.5 Not approved: 4x4 ACT, 2x8 ACT, conceal grid system.
- C.6 MDF/IDF/Utility Rooms: No ceilings



- C.7 Consider location and quantity of access panels. Where access panels are required, consider ACT in lieu of GWB. Limit the number of different access panels if possible to three per building.
- C.8 All Music Rooms need to meet all current code and LEED NRC standards.

D. LIGHTING

- D.1 Avoid low-cost plastic lenses.
- D.2 All LED lighting.
- D.3 Occupancy sensors required in core academic spaces and offices.
- D.4 No fixtures shall be lower than 8'-6" AFF at Elementary Schools and 9'-0" at Middle/High School
- D.5 Preference is for pendants in main academic areas where ceiling heights allow.
- D.6 Specialized Instruction spaces - adjustable sensory lighting shall be included.

E. BUILT-INS

- E.1 No white laminate. Consider long-term durability and cleanability and aesthetics
- E.2 All cabinets should be lockable.
- E.3 Auditorium seating shall be wood chairs, no upholstery.
- E.4 Provide solid surface (or approved equal) countertops at all wet areas as a minimum.

Abbreviations

ACT	Acoustical Ceiling Tile
AFF	Above Finish Floor
BOD	Basis of Design
CMU	Concrete Masonry Unit
ES	Elementary School
GWB	Gypsum Wall Board
HS	High School
LVT	Luxury Vinyl Tile
MS	Middle School
PE	Physical Education
RCP	Reflected Ceiling Plan



September 2021

OCCUPANCY	FLOORING		WALLS		CEILING		LIGHTING	
Academic Core Area (Classrooms, Small Group, Teacher Collaboration, etc)	BOD	Premium Rubber Flooring (tile)	BOD	High-impact gypsum board	BOD	See General Notes	No additional comments beyond "General Notes"	
	APP. ALT	LVT	APP. ALT	Existing masonry, existing plaster	APP. ALT	Majority should be ACT, designated areas of gypsum board at entry points acceptable		
	NOTES	Kiln Room (for Art) shall be sealed concrete, no rubber or LVT	NOTES	Utilize accent paint color for at least one wall (avoid all white walls). Ideally accent wall should be visible from corridor. CMU not preferred.	NOTES	Preferred access to VAV boxes is in storage rooms or corridors, not classrooms	NOTES	Dimmable /See General Notes regarding Self-Contained spaces
Admin Spaces	BOD	Premium Rubber Flooring or LVT	BOD	High-impact gypsum board. Provide transparency between welcome center and lobby/corridor.	BOD	No additional comments beyond "General Notes"	BOD	No additional comments beyond "General Notes"
	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"	APP. ALT		APP. ALT	
	NOTES		NOTES	Avoid all white walls in high traffic areas. CMU not preferred. Consider public art, graphics or a combination within the welcome center and main admin area.	NOTES		NOTES	



OCCUPANCY		FLOORING		WALLS		CEILING		LIGHTING	
Auditorium	BOD	Existing wood refinished or LVT	BOD	High-impact gypsum board. Acoustical wall panels	BOD	No additional comments beyond "General Notes"	BOD	No additional comments beyond "General Notes"	
	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	Existing walls	APP. ALT				
	NOTES		NOTES	Provide black-out curtains at any exterior windows. See General Notes	NOTES				
Corridors	BOD	Poured Terrazzo	BOD	High-impact gypsum board + tile wainscot (minimum 42-48" high)	BOD	No additional comments beyond "General Notes"	BOD	No additional comments beyond "General Notes"	
	APP. ALT	Porcelain Tile or Polished Concrete (select order, new slabs only)	APP. ALT	Specialty masonry products. Prefer ceramic tile for wainscot, but will consider other wall panels such as wood or metal.	APP. ALT				
	NOTES	Consider a combination of flooring with higher cost materials such as poured terrazzo in select high traffic areas.	NOTES	Height and size of tile wainscot will be reviewed on a project by project basis.	NOTES				



OCCUPANCY		FLOORING	WALLS	CEILINGS	LIGHTING			
Custodial Closet	BOD	Sealed Concrete	BOD	Moisture Resistant Gypsum Board with ceramic tile up to 7'-0" high	BOD	Exposed Structure / No Ceiling	BOD	No additional comments beyond "General Notes"
	APP. ALT	Poured Epoxy Resin or Porcelain Tile	APP. ALT	CMU	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	
	NOTES	No additional comments beyond "General Notes"	NOTES	Floor to ceiling tile is preferred, with a minimum of 7'-0" high.	NOTES		NOTES	
Dining	BOD	Poured Terrazzo	BOD	High-Impact Gypsum Board + Tile Wainscot	BOD	Acoustical consideration is top priority. This can be achieved through lay-in, clouds, baffles, etc. Reviewed on project by project level.	BOD	No additional comments beyond "General Notes"
	APP. ALT	Porcelain Tile or Polished Concrete (select order, new slabs only)	APP. ALT	CMU	APP. ALT		APP. ALT	
	NOTES	Where Gymnasium and Dining spaces are adjacent and connect, provide Resilient Athletic Flooring	NOTES	Acoustical impacts to adjacent spaces and within the room is a high priority	NOTES	No additional comments beyond "General Notes"	NOTES	



OCCUPANCY		FLOORING		WALLS		CEILING		LIGHTING	
Elevator	BOD	Premium Rubber Floor	BOD	Medium-Level Interior Cab Finishes	BOD	No additional comments beyond "General Notes"	BOD	No additional comments beyond "General Notes"	
	APP. ALT	LVT	APP. ALT	No additional comments beyond "General Notes"	APP. ALT		APP. ALT		
	NOTES	When feasible, match elevator cab floor to adjacent corridor floor material	NOTES		NOTES		NOTES		
Entrances/ Vestibules/ Lobby	BOD	Poured Terrazzo + Recessed Walk-Off Mat	BOD	High-impact gypsum board + tile wainscot / Storefront Systems	BOD	No additional comments beyond "General Notes"	BOD	No additional comments beyond "General Notes"	
	APP. ALT	Porcelain Tile or Polished Concrete (select order, new slabs only)	APP. ALT	Specialty masonry products. Prefer ceramic tile for wainscot, but will consider other wall panels such as wood or metal.	APP. ALT		APP. ALT		
	NOTES	Provide recessed walk-off mats at entry vestibule and any secondary vestibules.	NOTES	No additional comments beyond "General Notes"	NOTES		NOTES		



OCCUPANCY		FLOORING		WALLS		CEILING		LIGHTING
Gymnasium	BOD	Wood Floor (MS & HS Only) / Resilient Athletic Flooring (ES)	BOD	Ground-face CMU	BOD	Exposed Structure / No Ceiling. Acoustical Decking preferred in new construction.	BOD	No additional comments beyond "General Notes"
	APP. ALT	Where Gymnasium and Dining spaces are adjacent and connect, additional consideration should be provided for the flooring to allow for both PE and dining to function	APP. ALT	Painted CMU, High-Impact Gypsum Board	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	
	NOTES	No additional comments beyond "General Notes"	NOTES	Acoustical impacts to adjacent spaces and within the room is a high priority. Provide as many wall pads as possible including at columns.	NOTES		NOTES	
Health Services	BOD	Premium Rubber Flooring	BOD	High-impact gypsum board	BOD	ACT	BOD	No additional comments beyond "General Notes"
	APP. ALT	LVT	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	
	NOTES	Cleanability and slip-resistance shall be considered when selecting tile. Too much texture makes it difficult to keep clean.	NOTES		NOTES	No Gypsum Bulkheads unless approved on case by case basis. Curtain track should be included in base bid and shown on RCP.	NOTES	Ensure lighting does not interfere with ceiling hung curtains



OCCUPANCY		FLOORING		WALLS		CEILING		LIGHTING
Kitchen	BOD	Poured epoxy flooring with integral base	BOD	CMU / Ceramic Tile	BOD	Vinyl Coated ACT	BOD	No additional comments beyond "General Notes"
	APP. ALT	Industrial quality rolled floor (i.e.: Altro Atlas 40 or Altro Stronghold 30)	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	
	NOTES	Cleanability and slip-resistance shall be considered when selecting.	NOTES	Floor to ceiling tile is preferred, with a minimum of 6'-0" high. If tile is provided to 6'-0" high, provide FRP above and extend to ceiling. Provide stainless steel panels as required per cooking equipment	NOTES	Soil Resistance, Scrubability, Washability	NOTES	
Library	BOD	Premium Rubber Flooring	BOD	High-impact gypsum board	BOD	No additional comments beyond "General Notes"	BOD	No additional comments beyond "General Notes"
	APP. ALT	LVT	APP. ALT	No additional comments beyond "General Notes"	APP. ALT		APP. ALT	
	NOTES	Minimum of two (2) area rugs at ES. See General Notes	NOTES	Masonry walls not approved, existing masonry walls to remain shall be furred out.	NOTES		NOTES	Dimmable



OCCUPANCY		FLOORING		WALLS		CEILING		LIGHTING
Restroom	BOD	Porcelain Tile	BOD	Moisture Resistant gypsum board + ceramic or porcelain wall tile. HDPE for partition types.	BOD	ACT (vinyl coated) or GWB if no more than one access panels is required.	BOD	No additional comments beyond "General Notes"
	APP. ALT	Poured Epoxy Resin	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	
	NOTES	Cleanability and slip-resistance shall be considered when selecting tile. Too much texture makes it difficult to keep clean.	NOTES	Floor to ceiling tile is preferred on all walls, with a minimum of 6'-0" high. At a minimum provide tile on all wet walls. Any exterior windows require opaque glazing or translucent film for entire window.	NOTES		NOTES	
Stage	BOD	Wood	BOD	High-impact gypsum board.	BOD	No additional comments beyond "General Notes"	BOD	No additional comments beyond "General Notes"
	APP. ALT	LVT	APP. ALT	No additional comments beyond "General Notes"	APP. ALT		APP. ALT	
	NOTES	For performing arts school, a more traditional mailable and paintable stage floor shall be considered	NOTES	Provide black-out curtains at any exterior windows. See General Notes	NOTES		NOTES	
	BOD	Landings: Continuation of corridor flooring /mid-landing continuation of riser and tread material Risers & Treads: Poured epoxy resin	BOD	CMU	BOD		BOD	



OCCUPANCY		FLOORING		WALLS		CEILING		LIGHTING	
Stairwells	APP. ALT	Risers & Tread: Premium Rubber Tile	APP. ALT	High-impact gypsum board with minimum of 4'-0" high tile wainscot	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"	
	NOTES	Exit Landing: Walk-off mat. For specialty stairs preference is terrazzo tile or porcelain tile.	NOTES	Consider high gloss for tile. No horizontal guardrails, only vertical or panel applications.	NOTES		NOTES		
Storage Room / Electrical Room (IDF-MDF)	BOD	Sealed Concrete	BOD	High-impact gypsum board	BOD	No Ceiling	BOD	No additional comments beyond "General Notes"	
	APP. ALT	Premium Rubber Flooring, Poured Epoxy Resin, or Porcelain Tile	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"	APP. ALT		
	NOTES	No additional comments beyond "General Notes"	NOTES	Provide adequate outlets for AV/IT, Laptop storage, etc.	NOTES		NOTES		



EDUCATIONAL SPECIFICATIONS

APPENDIX C

VERSION 3.0
October 6, 2021

DCPS DEPARTMENT ONE-PAGERS

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A. DATA/IT

A: DATA / IT

General Notes

For specific model numbers for interactive boards, panels, copiers, and other equipment, please refer to Appendix A – Owner Project Requirements. Refer to Educational Specifications for additional information on locations and quantities. Specific device count will be verified and confirmed for each school by DCPS based on the table below.

1. Copier Locations

- 1A. Locations and type of copier should be confirmed with each school as they require specific outlet configuration and school input.

2. OCTO-DC Net Standards

- 2A. Reference - <https://dcnet.dc.gov/publication/dc-net-structured-cabling-standards>

3. DCPS IT Guidelines/Count by Room

Room Type	Technology	Quantity	Notes
Admin Suite/Welcome Center	Desk Phone	3	3 phones
Admin Suite/Welcome Center	Desktop - Admin	2	2 desktops
Admin Suite/Welcome Center	Network Drops	7	7 drops
Cafeteria	Network Drops	10	POS, Clock, AP for Wifi
Classroom K-12	Desk Phone	1	
Classroom K-12	Desktop - Student	3	
Classroom K-12	Network Drops	5	PA system, projection system, teacher workstation, 2 for wireless access points, 1 for student machines
Classroom Pre-K	Desk Phone	1	
Classroom Pre-K	Network Drops	5	
Computer Lab	Desk Phone	1	
Computer Lab	Desktop - Student	30	
Computer Lab	Network Drops	34	At least one peripheral computer lab with drops for 30 machines; more for larger schools to accommodate hardwired online testing rotations
Conference Room	Conference Phone	1	
Health Suite	Desk Phone	1	
Health Suite	Desktop - Admin	1	



Health Suite	Fax Machine	1	
Health Suite	Network Drops	2	
Janitorial Suite	Desk Phone	1	
Janitorial Suite	Desktop - Admin	2	
Janitorial Suite	Network Drops	4	
Kitchen	Desk Phone	1	
Kitchen	Desktop - Admin	3	For database computer
Kitchen	Network Drops	4	database computer, Point of Sale (POS), kiosk
Large Staff Office (2 Phones)	Desk Phone	2	
Library Media Center	Desktop - Admin	1	All-In-One model
Library Media Center	Desktop - Student	2	All-In-One model
Library Media Center	Laptop - Student	30	In addition to laptops for enrollment
Library Media Center	Network Drops	8	
Library Media Center/Maker Space	Mobile Carts	1	In addition to carts for 3:1 enrollment
Multi-Purpose Room	Network Drops	8	
Office	Desk Phone	1	
Parent Resource Center	Desktop - Student	3	
Resource /SpEd/Intervention (1/2 Classroom)	Desk Phone	1	
Resource /SpEd/Intervention (1/2 Classroom)	Desktop - Student	1	
School	Laptop - Teacher	1:1 on Count DC Staff	Windows-based; not custodians, welcome center admin, kitchen, health
Security Room	Desk Phone	1	
Security Room	Desktop - Admin	1	All-In-One model
Security Room	Network Drops	1	
Teacher Workroom	Fax Machine	1	
Teacher Workroom	Network Drops	4	

B. EARLY CHILDHOOD EDUCATION

B: Early Childhood Education (ECE) – Infant and Toddler (0-3)

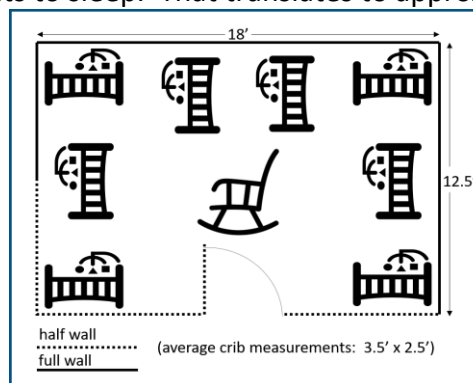
General Notes

The guidelines below are related to Environmental Health & Safety and Health & Outdoor Learning in Infant/Toddler/Preschool learning spaces.

1. Classroom/Instructional Space Requirements – Infant/Toddler only

1A. Nap Space (Infant and Toddler only)

- Nap space can be located within the infant and toddler room. Utilizing the nap room space required (225 ft²), the required ratios, and 45 ft² per child, an infant room must have a minimum of 585 ft². A young toddler room does not require the nap room so must have a minimum of 360 ft². An older toddler room can have up to 12 children so requires a minimum of 540 ft².
 - DCMR Title 5-A, Chapter 1, 126.14: A license shall provide each enrolled child in a full-day program with an individual crib or cot and ensure that crib areas are sufficiently separate from play space to prevent access to sleeping areas by children at play.
 - DCMR Title 5-A, Chapter 1, 126.15: A licensee shall ensure that each crib is placed at least two (2) feet apart from any other crib, at least two (2) feet from any windows, and two (2) feet from any radiators. The two (2) feet of separation required by this provision shall be measured on all sides of each crib.
 - NAEYC 9.A.05.a: The indoor environment is designed so staff can supervise children by sign and sound at all times without relying on artificial monitoring devices.
 - NAEYC 9.A.14.a: Adults have a comfortable place to sit, hold, and feed infants.
 - NAEYC 9.A.14.b: Staff place rocking chairs and glider chairs in locations that will avoid injury to children who may be on the floor.
- DAP Guidance: Ideally, nap spaces should be separated by a half wall so as to provide compliance with the “sufficiently separate” part of the regulation in the safest way possible. That nap space should provide adequate space for 8 cribs with floor space for a teacher to maneuver between cribs and a glider (rocking chair) for soothing infants to sleep. That translates to approximately 225 ft² for the nap room.



NAP ROOM



1B. Diapering, Toileting Areas, and Hand Sinks (Infant and Toddler only)

- Provide at least one (1) changing table for every ten (10) children that are not independently using toilet facilities, based on the license capacity of the facility (OSSE requirements for any additional information). Changing tables should be built in.
 - DCMR Title 5-A, Chapter 1, 123.7: A licensee shall ensure that changing tables have impervious, nonabsorbent, smooth surfaces that do not trap soil and are easily disinfected, are sturdy and stable to prevent tipping over, are at a convenient height for use by facility staff, and are equipped with railings or barriers.
 - NAEYC 9.A.01.a: Equipment and furnishings for diaper changing and changing soiled underwear or other clothing are located away from food preparation areas.
 - NAEYC 9.A.01.b: Hand-washing sinks are within arm's length of diaper changing tables.
- (Toddler only) Provide at least one (1) flush toilet and one (1) sink for every ten (10) children (OSSE requirements for any additional information)
- There must be two hand-washing sinks for adults which are separate from one another – one for toileting, diapering, and first aid hand washing and one for food prep and all other hand washing
- Provide waste receptacles that have a hands-free opening mechanism
- Install finger-pinch protection devices on doors, cupboards, cabinets, and gates that are accessible to children (except on doors, cupboards, cabinets, and gates that are fully closed and locked)

1C. Casework/Built-in Shelving (Infant and Toddler only)

- Built-ins are ideal for spaces with very young children as it lessens the pieces of furniture in the space that need bolting and, in most cases, better utilizes wall space
- Provide a minimum of two tack boards with wooden borders in each classroom-as well as several in the hallways or entry areas
- Provide lockable cabinets to store food, cleaning supplies, children's supplies, etc.
- Ensure there is a lockable closet to secure toys and materials not currently in use and staff belongings (NAEYC 9.C.02.c: The work environment includes a secure place for staff to store their personal belongings.)

2. Interior Space Needs (Health and Outdoor Space)

2A. Adult staff spaces

- DCMR Title 5-A, Chapter 1, 123.2: A center shall provide bathroom facilities for use by adults separate from those used by children / NAEYC 9.C.02.b: The work environment includes an adult-sized bathroom.
- NAEYC 9.C.02.a: The work environment includes a place for adults to take a break from children / NAEYC 9.C.02.b: The work environment includes an administrative area for planning or preparing materials that is separated from the children's areas.

2B. Indoor play space

- Consider appropriate classroom space and indoor play space (in the event of inclement weather) to allow children daily opportunities for physical activity

3. Exterior Space Needs (Health and Outdoor Space)

3A. Exits

- DCMR Title 5-A, Chapter 1, 163.3: Children under the age of two (2) years, or non-ambulatory children, may only occupy Center space that is on street level; has two (2) means of egress; and if the means of egress involve steps has ramps in place to enable staff to put children in evacuation cribs or flat strollers to roll them out in the event of an emergency, unless the lack of a ramp at any means of egress has been approved by FEMS.

3B. Playground

• Location and Equipment

- Play spaces shall be equipped with signage indicating the appropriate age group for use
- DCMR Title 5-A, Chapter 1, 163.6: Child Development Centers serving infants, toddlers, or preschoolers shall provide suitable age-appropriate outdoor play space. This play space shall be in an enclosed area, including yard or playground, on the Facility’s premises.
- DAP Guidance: low climbing structures, sensory walls, grassy areas (no swings)



• Playground Square Footage

- NAEYC 9.B.04.a: Provide at least 75 square feet of outside play space for each child playing outside at any one time. The total amount of required play space is based on a maximum of one-third of enrolled students outside at one time.

• Playground Enclosure and Exits

- DCMR Title 5-A, Chapter 1, 125.6: Provide ability to enclose the outdoor play space with a fence or natural barrier that shall be at least 42” high with a space no larger than three and one-half (3½) inches between its bottom edge and the ground, and designed to prevent climbing.
- DCMR Title 5-A, Chapter 1, 125.7: Provide at least two (2) exits from each outdoor play space. At least one of these exits shall be remote from the facility buildings.
- DCMR Title 5-A, Chapter 1, 125.8: All outdoor gates have positive self-latching closure mechanisms that are at least four (4) feet off the ground or constructed in a manner so that they cannot be opened by a preschool-age child.

3C. Outdoor space for a garden (desired)

- Also refer to “Site and Plantings”

4. Environmental Health and Safety

4A. Outlets

- Consider outlet locations to ensure student safety
- Consider installing self-closing electrical outlet covers for child-proofing



4B. Windows

- Limit the exit opening accessible to children to less than four-six inches, or be otherwise protected with guards that prevent exit by a child, but that do not block outdoor light
- Provide screens
- Ensure that strings and cords are not accessible to children

4C. Access to Outdoors

- Provide direct access from each classroom to the corridor that has easy and direct access to the outside
- Provide direct access to the outside from each classroom only if the direct access is to a secured courtyard

4D. Levels of Illumination

- Natural lighting should be provided in rooms where children work and play for more than two hours at a time
 - Wherever possible, windows installed at child's eye level should be provided to introduce natural lighting
 - All areas of the facility should have glare-free natural and/or artificial lighting that provides adequate illumination and comfort for facility activities

B: Early Childhood Education (ECE) – PreK3 and PreK4

General Notes

The guidelines below are related to Environmental Health & Safety and Health & Outdoor Learning in PK3 and PK4 learning spaces.

1. Classroom/Instructional Space Requirements (Pre-K)

1A. Toileting and Hand Sinks

- Ensure teacher and paraprofessional can easily maintain visual and auditory supervision of restroom at all times.
 - Children in PK3 and PK4 should never be alone behind a closed door
 - Stall doors should be low to allow for easy sight supervision
- Provide at least one (1) flush toilet and one (1) sink for every ten (10) children.
 - An en-suite restroom attached to one classroom should have 2 child-sized toilets
 - A jack-and-jill restroom attached to two classrooms should have 4 child-sized toilets
 - Child-sized sinks are used for toothbrushing and handwashing. Hardware should be accessible to children to operate independently (Head Start [1302.43](#))



Jack-and-Jill restrooms (accessible by two classrooms)

1B. Space for family style meals (FSM)

- Lunch time is considered an instructional part of the day. Children enjoy lunch in their classrooms while conversing with each other and with adults. Children practice motor skills by passing food to each other and serving themselves.
 - Flat counter space where teachers can place containers of food to be served
 - Group tables where children can sit together, with adults, to have conversations during meal times. Reference: Head Start Program Performance Standard 1302.31(e)(2)

1. Casework/Built-ins

- Wall space:
 - 1 smart board
 - Magnetic white boards (PK teachers rely on free-standing white board teaching easels)
 - Tack/bulletin boards should be installed in classroom (at least two for teacher information/child work and at least one near entrance for parent information) and in hallways
 - Neutral color schemes (white, beiges, and light grays)
 - “Overstimulation and excited behavior can result from the overuse of a strong color scheme. The predominant color above the level of the wainscot should be neutral. Stronger, more vivid colors may be applied on one wall in corridors and



along

the rear walls of classrooms (opposite windows). Bear in mind that children's clothing is usually much more colorful than that of adults, and their toys and art add a great deal of color to the environment. Too little color is better than too much in an environment where children will spend a great deal of time." (Head Start Design Guide, [page 114](#))

- Built-ins should be avoided, except coat cubbies
 - Teachers in Pre-K need to be able to regularly reconfigure the furniture in their classrooms to accommodate new study topics that begin every 8 weeks
 - Low, free standing shelves are used to create separate learning centers, oftentimes by arranging shelves into "triads"
 - Coat cubbies should be located against walls to avoid creating any supervision challenges
 - Avoid installing cubbies in a u-shape, or in parallel rows, because this creates areas of the room where children cannot be easily seen
 -
 - There should be space to easily label each coat cubby with a child's name and/or photo.

2. Interior Space Needs (Pre-K)

2A. Bathroom facilities for adults (DCMR Title 5-A, Chapter 1, 123.2: A center shall provide bathroom facilities for use by adults separate from those used by children / NAEYC 9.C.02.b: The work environment includes an adult-sized bathroom.

2B. Break area for adults (NAEYC 9.C.02.a: The work environment includes a place for adults to take a break from children / NAEYC 9.C.02.b: The work environment includes an administrative area for planning or preparing materials that is separated from the children's areas.

2C. Consider appropriate classroom space and indoor play space (in the event of inclement weather) to allow children daily opportunities for physical activity.

3. Exterior Space Needs (Health and Outdoor Space)

3A. Square footage

- An outdoor play area for PK children must have, at minimum, 75 square feet of outdoor space per child
- The Head Start Performance Standards, 45 CFR [1304.53\(a\)\(5\)](#), provide that there must be at least 75 square feet of usable outdoor play space per child.
 - Best Practice: The outdoor play space should be divided, with each outdoor area having no dimension less than 8.1 feet and a minimum size not less than 1,205 square feet. At least 50 percent of the outdoor play space must be exposed to sunlight at any given time during hours of operation. There must be shade in the outdoor play space provided by planting, gazebos, umbrellas or other similar elements offering. When play space cannot meet these criteria, the center should provide access to alternate play areas for developing large-muscle skills. This alternate area may include, but is not limited to, an open courtyard or an outdoor space, such as a nearby public park, if permitted by state, tribal, and local licensing requirements.



Environmental Health and Safety

4A. Outlets

- Consider outlet locations to ensure student safety
- Consider installing self-closing electrical outlet covers for child-proofing

4B. Windows

- If the window opening is accessible to children, it may not open more than 4-6 inches or it must be otherwise protected with guards that prevent exit by a child, but that do not block outdoor light
- Provide screens
- Ensure that strings and cords are not accessible to children

4C. Access to Outdoors

- Provide direct access from each classroom to the corridor that has easy and direct access to the outside
- Provide direct access to the outside from each classroom only if the direct access is to a secured courtyard

4D. Levels of Illumination

- Natural lighting should be provided in rooms where children work and play for more than two hours at a time
 - Wherever possible, windows installed at child's eye level should be provided to introduce natural lighting
 - All areas of the facility should have glare-free natural and/or artificial lighting that provides adequate illumination and comfort for facility activities

4. Furniture

4A. Pre-K classrooms should be designed primarily for use by children with very limited "teacher space". If teacher desks are present, they should be no longer than 48".

C. FOOD AND NUTRITION SERVICES



C: FOOD AND NUTRITION SERVICES

1. Kitchen Design

1A. Serving Line

- Serving line should be placed such that it can be secured and closed off after breakfast and lunch activities are completed, from the rest of the dining space
- Doors are preferred over over-head coiling door for accessing the serving line
 - A door for in and one for out of the serving line shall be provided--Glazing between the doors is preferred for good visibility into the serving line

1B. Prep Items

- Walk-in Freezer and Coolers shall be included on the generator
- No door is needed between food prep and ware washing, minimum 42" opening only

1C. Finishes

- Floors- rolled, heat sealed- (except for Walk-ins)
- Walls- tile, color keyed to accent school colors

2. Dining Space

2A. Cafeteria Seating

- Provide a variety of table sizes and types when possible
- A combination of round tables with built-in bench and round with loose chairs are preferred; rectangular tables with built-in bench are acceptable
- Ensure minimum ADA quantities are provided at tables

2B. Trash and Recycling Locations

- Do not provide built-in/custom trash and recycling locations
- Trash/Recycling/Organics (Compost) cans should be dispersed throughout the space

3. Kitchen Equipment and Accessories

3A. Standard Equipment

- Blender
- Convection Oven, Double Stack, Mobile (Gas)
- Convection Steamer, Double Size, (Gas)
- Food Processor, Commercial, Robo Coupe or Waring
- Pass-Thru Heated Cabinet, Mobile (not required to be pass-thru if space does not allow)
- Pass-Thru Refrigerator, Mobile (not required to be pass-thru if space does not allow)
- Range/Oven, Mobile, Oven must be Convection Oven w/fan (Gas)

3B. Serving Line Equipment/Components

- Cashier Counter, Mobile
- Cold Food Counter, Mobile
- Hot Food Counter, Mobile
- Milk cooler, Mobile



3C. Standard Kitchen Accessories

- Clean Dishtable
- Combination Pot Washing Sink/Soiled Dishtable
- Condiment Counter, Mobile
- Dish machine
- Dish drying rack, mobile
- Disposal
- Grease Interceptor
- Dunnage Rack
- Fly Fan
- Pan Rack cart, Mobile
- Pot & Pan Rack, Mobile
- Shelving – Metro, commercial, stainless wire, NSF rated
- Two and Three Compartment sinks as required, provide filters at each
- Utility cart, mobile
- Worktable
- Can Opener
- Trash Cans: Slim Jim 32 gallon

4. **Delivery Access and Security**

4A. Door size/type for deliveries

- Minimum 42" to 48" max in width
- Single door preferred in lieu of double door
- Provide solid door with peep hole
- Provide adequate weather striping and bottom sweep per DOH requirements

4B. Typical Deliveries

- Delivery truck sizes include:
 - **Full Truck** (53' max) / **Van** (16' average "Sprinter") / **Straight Truck** (26' Straight)
- Food produce – 2x per week, 26' Straight Truck
- Bread – possible 1x per week, 16' Sprinter Van
- Milk – 2-3 times a week, 26' Straight Truck
- Dry Foods – 1x or 2x per week depending on volume, up to 53' full truck

4C. Security

- Provide axis phone from exterior to allow voice and video
- No automatic door release shall be provided. Physical door release by personal is required for security measures. (See DCPS "Security" one-pager and OPR)

D. HEALTH AND PHYSICAL EDUCATION

D: HEALTH AND PHYSICAL EDUCATION

Refer to Educational Specifications for additional information

1. General Requirements for All Program Levels

1A. Electrical/Technology Requirements

- Split sound system should be installed at high capacity schools where two PE classes happen simultaneously (dedicated speaker system to gymnasium side)
- Screen/Presentation capability in Gym

1B. FFE

- Provide Markerboards (as noted in ed spec)
 - Locate on opposite sides
 - Chalk trays not to be installed
- Provide Tack Board
 - Locate inside of Gym near entrance
- Provide non-interrupted white wall or projection screen on backside of Murphy stage (if applicable) for projections

1C. Specialty FFE/Applications

- Climbing Wall: maximize space and locate where possible
- Ideally one 30'-40' continuous segment is preferred, but two (2) split 20' segments is acceptable
- Basketball hoops: retractable and ceiling mounted, not portable unless approved by DCPS
- Volleyball: recessed floor sleeves for poles
- Archery
 - Provide secure (lockable – NASS.org) storage for bows and arrows in PE Storage
 - Motorized archery net (20' – 25' wide)
 - Target should be 1 meter from net. Then stand up to 15 meters away

2. Elementary Program Level Needs

2A. Gym Floor Striping

- Basketball (DARK color guides) and volleyball (LIGHT color guides)
- Grids 10' x 10' grid. (should be light in color; used for instructional/directional purposes)

2B. Bike Program

- Balance Bikes (ECE)
 - PreK-3 and PreK-4 = 20 bikes (<https://burley.com/product/my-kick/>)
 - Provide bike storage space/area/shed near ECE wing or outside
- 2nd Grade Bikes
 - 25 w/ pedals (a mix of 16" and 20" bicycles), 5 non-pedal
 - <https://www.rei.com/product/129551/diamondback-jr-viper-20-boys-bike>
 - Provide storage solution in close proximity to the gym



- Traffic Gardens (Elementary School only)
 - Incorporate into Landscape design to support bike program

3. EC / Middle / High School Program Level Needs

3A. Foundational Fitness

- Provide hooks on wall for foundational fitness straps (TRX hooks)
 - Hooks must meet needs for straps
 - Include in Health Classroom if flexible space is available (all schools should have a dedicated health room, DCPS has a requirement for grades K-8 of 75minutes per student per week)
 - Depending on size of middle school or EC, there should be multiple spaces to accommodate students (Grades K-5: PE requirement of 90 mins minimum per week of PE and Grades 6-8: 135 minutes per week)

E. LIBRARY PROGRAMS

E: Library Programs

General Notes

Elementary through High School Program Level Needs

- Two full classes should be accommodated at any time:
 - One: one-full class accommodated with tables and chairs and located near interactive whiteboard
 - Two: one-full class accommodated in a variety of soft seating for reading time
- Shelving height accessible for all students

1. Technology

1A. Outlet/Technology Requirements

- Electrical access throughout for mobile charging including in workroom/office
- Maximize electrical outlets through space to allow for student charging (ie, columns, perimeters, etc)

1B. Opac Catalog Stations

- Two (2) student computers dedicated to OPAC searching should be include in the library: one at the circulation desk and the second throughout the LMC space

1C. Devices

- Minimum of one district standard interactive board
- Dedicated printer station apart from circulation desk
- Dedicated two (2) student desktops as noted in 1B
- Provide one (1) staff desktops at circulation desk

2. FFE

2A. Circulation Desks

- Moderately sized; located in close proximity to entrance/exit
- Should be placed with maximum sight lines for the space
- Height of the desk should take in to consideration the size of the students as well as all ADA guidelines
- A book drop and book cart should be included

2B. Book drops

- In addition to the book drop in the circulation desk, a second lockable book drop should be accessible from the hallway outside of the library
 - A second book cart should be provided to collect the books from the second book drop location

2C. Soft seating

- Should be easily cleaned and sized proportional to students
- Provide soft seating throughout all spaces (encourages students to read independently and to collaborate)



2D. Marker Boards

- Provide in each small group room
- Provide minimum of two white boards in reading/learning/circulation area

2E. Mobile furniture and shelving on casters that allows for flexible use of space

- Shelving located within the space (not along the perimeter) shall be low shelving (42-48" max) to allow for visibility throughout
- Shelving located along perimeter walls can be increased to 5'-0" high if desired and needed to meet book count

3. **Space Needs**

- Lighting appropriate to task with ability to dim separate zones
- Visual control throughout
- Areas for small group and large group instruction
- Areas for informal small group interaction
- If library extends on multiple floors, provide lockable doors at all entrances/exits
- If library extends on multiple floors, providing Conference Room/s at levels others than the main level is acceptable

4. **Maker Space Needs**

- Priority of Maker Space to be on level of reading/circulation

5. **Shelving Requirements**

General Notes

When determining type and placement of shelving, consider the following:

- Consider shelf height and arrangement to promote maximum visibility of students and accessibility to resources
- Freestanding, mobile double-faced stacks placed in rows of 4-6 sections is the preferred stack arrangement
 - All shelving must have a full back and be fully adjustable with no lip that prevents access to books.
- Counter height shelving may be used for picture books, reference books and to create special interest areas
- Shelves should be able to accommodate a variety of formats and heights of books
- School libraries serving young students benefit from front-facing shelving bins for picture books (record album style) to ease browsing and increase agency

5A. Calculating Shelving Dimensions

- Shelving is calculated as the maximum capacity of the building X20 books/student
- To calculate the linear feet of shelving needed, use the following:
 - Picture/thin: 20 books per foot (~25% of collection)
 - Standard size: 9 books per foot (~75% of collection)
 - Reference books: 6 books per foot (verify existing collection and accommodate)



- Periodicals: 1 per foot for display purposes (verify existing collection and accommodate)
- 5B. Shelving Dimensions- Depth
- When determining depth of shelving, consider the following:
 - Use minimum 10-inch shelf depth for standard size books
 - Use minimum 12-inch shelf depth for picture books, reference books, and periodical and audiovisual storage
 - Equipment storage will require 18-24-inch shelf depth

F. OPERATIONS

F: OPERATIONS

General Notes

The following guidelines should be noted during building and site design. Operational Manuals are also referenced below.

1. Custodial closet locations

- Minimum 1 per each floor; located near bathrooms
- Provide open shelving for supply storage per closet

2. Mop holders/drain locations

- Provide standard holders (see Appendix A – OPR)
- Provide shelving

3. Toilet Accessories

- See Appendix A – OPR

4. Outlets throughout corridors

- Locations to be determined by building size
- Provide every 25ft-30ft due to limitations in vacuum/cleaning equipment cord lengths

5. Cleaning equipment

- Contractor to provide recommendation from flooring sub-contractor based on final floor selection
- DCPS Ops team/school Operations staff will review recommendations and confirm desired quantities

6. Exterior signage needs

- Signage package to include signage for playgrounds, fields, and public accessed entrances
- Digital marquee desired (DCPS is currently in discussions with HPO to standardize the DCPS marquee and create a prototype)

7. Fob count

- Provide one (1) for each full-time employee + 10% minimum for projected full-time staff
 - DCPS to confirm full percentage increase based on projected student enrollment

8. Cell phone lockers

- Specific type to be determined by individual school leadership

9. Railings

- Interior guardrails that connect one or more floors shall be 48" (this is in lieu of the 42" minimum code requirement)

10. Entry points / Main Entry / Secondary Entry

- If secondary entrance is provided, signage is needed (there will be a time when the secondary entrance is closed off and only the primary entrance is used)

G. SECURITY

G: SECURITY

General Notes:

- When a door is forced open or access is unauthorized, the security desk console will receive a notification of the door being opened and the related camera will pop up
 - This notification should be a sound as well as the camera popup
 - If equipped with an alarm at the door, this alarm can be silenced from the security desk or from the door itself by swiping a valid card / credential or using a key
 - Every exterior door should be fitted with either dual or DPDT (Double Pole Double Throw) door contacts so every door can be monitored by the integrated CCTV system
- Door intercoms shall be installed in strategic locations to call through to inside stations at the security desk, Welcome Center / Admin and kitchen
 - The person answering the Doorphone must exercise discretion in determining the potential visitor before using the phone to remotely unlock the door. (Doors that are remotely unlocked should only be doors that enter into supervised areas)
 - Doorphones are VoIP based and can be configured to follow / forward the call to the inside station at the command center or any other remote location. In general, door intercoms should ring to a manned security desk first, then roll over to the Welcome Center second.
 - Where school lockdown solutions are installed, the Doorphone will be configured to dial out to the command center as soon as the lockdown protocol is initiated in order to have “eyes and ears” at the main entrance. This configuration also provides a means of communication for first responders to personnel at the command center that is able to view all the cameras inside the school.
 - Door intercoms installed for kitchen deliveries shall be programmed for audio only, no remote door control.

Definitions

The integrated security system consists of CCTV and Access Control together with Intrusion detection. School lockdown solutions where installed will also form part of this integrated solution.

1. CCTV (CCTV) Closed Circuit TV provides the recorded and live video coverage of the building and exterior property
2. Access Control (PACS) Physical Access Control System provides restricted access to the building ensuring that all exterior doors are locked
3. Intrusion Detection System (IDS) provides security coverage when the building is locked and unoccupied (or in some cases partially occupied)

DCPS Security System and installer specifications

1. CCTV

1A. Server

Performance Criteria:

- Cameras recording in H.264
- Record minimum 45 days motion activated recording
- Record at each camera's maximum resolution (minimum of 1.3Megapixel per camera)
- For multi-server sites system must be configured to be accessed on a single interface
- All sites must be configured to report to the DCPS Security Command Center
- It is the responsibility of the contractor to successfully integrate into Command Center

1B. Cameras- Hardware

Performance Criteria:

- BOD for cameras shall be Axis brand cameras or approved equal
- All cameras must be vandal resistant, PoE and Infra-Red where required
- Camera designs and configurations must be completed by Axis Gold level partners, or approved equal, to ensure best use of cameras in correct areas to accommodate for all camera features, analytics and installation practices and guidelines and installation locations
- *For Basis of Design of camera models see Appendix A (OPR) specification section 28 05 00 VIDEO SURVEILLANCE SYSTEM*

1C. Cameras- Placement/Location

- All exterior doors to be covered by fixed cameras (one camera can cover multiple doors if the doors are close enough)
- All playgrounds, parking areas and driveway entrances to the school property
- Interior hallways, lobbies, gym, cafeteria, stairwells and other public and circulation areas
- No cameras in classrooms except for Computer labs and libraries
- Laptop and computer storage rooms
- Welcome Center and waiting area

1D. Security Monitors

- Monitors should be provided at the Security desk, Security Office, and Welcome Center

1E. Door Intercoms

- Exterior door intercoms to be provided with sufficient mounting hardware to ensure ease of access for all users and meet ADA guidelines
- Should be installed only at main entrance, entrance gate, if applicable, and at one (1) kitchen/delivery entrance unless directed otherwise

2. PACS

2A. Door Monitoring and Control

In addition to any access control hardware provided for in the site specification, all exterior doors need to have alarm contacts on each door slab wired using DPDT door contacts and run to IDS and PACS Control Panels. This will be used for integration to the CCTV system for door event notification and recording. Additionally, Card Readers should be installed on all exterior doors. (Access will be determined with DCPS/school leadership)

- Access cards for card readers should be purchased by approved vendor

2B. Access Control panels should be Mercury Security hardware panels (see OPR for acceptable panels)

2C. Panels can be wired using Ethernet or 485 topology

2D. Power Supplies must consist of Trove 2 or Trove 3 enclosure (See OPR)

Systems need to be configured onto the VoIP platform and route back to the DCPS Security Command Center.

3. Intrusion Hardware

- Main intrusion detection control panels must be by DMP model XR-550 with associated power supply
- DMP Panels must be connected to the network on the security VLAN
- DMP Panels must be connected to a dedicated phone line and report to DCPS Security

3A. Door locking hardware

- All electrified exit devices need to make use of motorized latch retraction and not solenoid latch retraction
- All exterior electrified locking devices need to have built in REX switches and built in latch-bolt monitoring
- PIR / Motion REX's need to be avoided for door-approach unlocking
- Mag-locks should not be installed, unless approved
- Electronic door strikes are an acceptable option

Certifications

Any contractor working on DCPS CCTV, IDS, PACS needs to hold the following certifications or approved equal.

- ESA CAT1 + Life Safety Code + Video System Technologies (For CCTV)
- ESA CAT1 + Life Safety Code + Electronic Access Control (For PACS)
- ESA CAT1 + Life Safety Code + Advanced Intrusion Systems (For IDS)
- Manufacturer certifications of the systems being installed
- Mercury Based Certification (i.e. RS2, Panasonic MonitorCast, etc)
- Required - all staff are background checked randomly twice per year










IT Requirements

- SEE OPR and IT Guidelines

Evacuation Maps

- Design teams shall provide base maps to DCPS Facilities and Emergency Planning & Guidance Unit to assist in identifying primary and secondary routes. Once routes are determined, the design team shall create maps for each room. Assistance and final review will be provided by the DCPS Emergency Planning & Guidance Unit.

Sample Key for Egress Maps

-  Primary Route
-  Secondary Route
-  Pull Station
-  Fire Panel
-  AOR
-  Emergency Exit
-  Fire Extinguishers
-  Handicap Access
-  You are here

H. SITE AND PLANTING DESIGN

H: SITE AND PLANTING DESIGN

General Notes

- Ensure DCPS Security reviews doorphone fob plan as it relates to site programming. Consider playgrounds, sports fields, gardens, staff parking, dumpster routes, morning student gathering, aftercare, parent drop-offs.
- Line of sight must be maintained from building windows throughout the schoolyard. Avoid “blind spots” behind vegetation and structures or around corners.
- Aim for full ADA accessibility throughout the site (more than the minimum requirements).

1. Site Access

1A. Fencing

- Solid steel picket fence shall be used for site perimeters
- Fencing should be installed for sports fields and sport courts (for safety) if not located on the perimeter
- Height depends on zoning, programming, and security requirements
 - Review extents, access, and heights with DCPS during design
- Consider tall nets atop fencing for sports fields
- Review fence extents and heights with school leadership

2. Site Elements

2A. Seating Areas

- Design team shall explore multiple seating options based on site configuration and grade change
- Consider weather (shade v sun) and visibility (line of sight)
- Take advantage of retaining walls for seating opportunities

2B. Shade

- Shade is an important feature for schoolyards for students, caregivers, and classtime- avoid fabric sails that need to be removed in winter

3. Landscape

- 3A. Create a defined edge between changes in ground condition (ie from planting bed to grass). Flush concrete curb is preferred but metal edging is acceptable. Do not create a tripping hazard with edging.
- 3B. Avoid oddly shaped, small, fenced, or isolated patches of lawn as it is difficult to mow such spaces.
- 3C. Avoid lawn in areas that get concentrated volumes of foot traffic (such as between building doors and the playground) as the grass will die and become muddy in rain.
- 3D. When choosing between lawn and artificial turf, consider the amount of use a field will receive by the school and the neighborhood.



3E. Plantings

- When selecting plants, consider the right plant for the right space; consider shade, views, adjacent walkways and windows, etc.
- Provide Native plants; adaptive species ok, if not invasive; low maintenance (doesn't need heavy pruning, fertilizing, or fussing).
- Include plants with a high biodiversity (attracts birds and other wildlife with food and shelter).
- Consider edible permaculture where appropriate with garden programming, but ensure that any fallen fruit will not fall on walkways or other adjacent hardscape
- Avoid plants with thorns (or rosebushes at all); nothing toxic (yews, etc)
- Avoid tall shrubs that present a hiding spot or otherwise compromise site security
- Maximize tree plantings; cluster different height trees (shade and understory) together in beds rather than spacing them equidistant within lawns. (Tree trunks are prone to damage from mowers and trimmers)
- Consider depth of mulch and replenishment mulch when designing finish grades. (Mulch ends up washing over walkways and playgrounds when too much is mounded up over time)
- Plant in drifts (but not monocultures) to make it easy for volunteers/users to recognize what belongs and what does not.

4. Installation and Turnover

- 4A. Specify plugs for perennials and decorative grasses, which allows for denser spacing at a lower cost.
- 4B. Trees no larger than 2" diameter
- 4C. Remove tree stakes after one year; include in contract.
- 4D. Install weed fabric below mulch and/or bound mulch around newly planted specimens to discourage weed growth during establishment (at least two years)
- 4E. Establishment watering must be included in the contract; at least through one growing season
- 4F. DO NOT create mulch volcanoes around tree trunks. Installed trees should sit at a finish grade that matches its condition before planting. Mulch is intended to keep roots moist, not trunks. Moisture trapped by mulch will damage a trunk and could lead to an unhealthy or dead tree.
- 4G. Prepare a binder for turnover to teachers and students (one physical plus digital copies) that includes a site plan with simplified location key (planting bed 1, 2, etc), plant names (latin and common), brief descriptions of each plant, general locations that tie to the key, photos of each plant at mature size, closeup photos of key identifying features (redbuds retain seed pods throughout winter, etc), and general maintenance required (cut perennials and grasses to the ground in spring before new stems grow, etc).

- 4H. Consider including plant signage markers for identification

5. Playgrounds

General Notes

- Include a range of physical motions for student development; climbing, balancing, swinging, spinning, sliding, running, etc.
- Include opportunities for imaginative and unstructured play.
- Ensure adequate equipment for the school population and programming. For example, one slide is not sufficient to serve three classrooms of students at one time.
- Rigid freestanding shade structures are preferred (in addition to built-in shade on equipment) unless adequate shade is thrown by the building or existing adjacent trees. A solar study will be used to determine shade requirements for each project.
- Inclusive design is critical for all DCPS playgrounds. This includes ADA circulation to/around all features and multi-user components that allow students to engage socially with differently-abled peers. Socialization is the most critical feature of inclusive play. Also consider sensory needs and include quiet passive areas on playgrounds.

5A. Design Process

- Part 1: Through a visioning exercise, the school community / SIT will receive opportunities to weigh in on desired features, activities, and colors; and review concepts before an equipment order is placed
 - Student engagement is also encouraged to determine desired activities and components
- Part 2: The landscape architect will work closely with a playground vendor (designated by DCPS) to create a basis of design
 - Vendors offer conceptual design services free of charge as part of their business model; There is no guarantee that their design will be selected for the project
 - DCPS will review budget with design team and vendor prior to basis of design created
- Part 3: The school community / SIT will review concepts from 2-3 vendors and provide feedback on each of the designs

5B. Proposal Submission

- The basis of design will be used to collect bids from **three** equipment vendors-including the vendor who created the basis of design
 - Two Playgrounds: ECE Playground and Upper Level (5-12yr.old Playground)
- Proposal submissions must include a price for each of the following components or indicate that a component is not part of their submission price
- Provide as separate line items the purchase, freight, and installation cost for the following:
 - Play equipment; Shade structure(s) not integrated into play equipment; Site furnishings to include benches, trash and recycling receptacles; Safety surface; Drainage layers beneath safety surface, including stone and pipes;



surface if part of the project; Drainage layers beneath field surface, including stone and pipes

- Submissions must also include both playground plans (showing fall zones) and 3D renderings (two version, color and B&W) of the proposed layout
 - It is desired that the renderings include human shapes for scale as well as a summary of the total number of students who can play on the equipment at a time

5C. Playground Design/Features

- Avoid fine details, complicated patterns, or too many colors in safety surface as the surface is unlikely to be patched to the same level of complexity or detail, if repatching/replacement is needed.
- Avoid placing safety surface seams beneath areas of high wear, such as slide landings, below swings, or around spinning equipment.
- For EPDM surfacing, use light colors to keep the surface cool. Do not include black in top coat as a way to reduce costs.
- The playground must appeal to a 3 year old and a 12 year old. Scale the equipment appropriately to account for all ages and levels of risk.
 - Provide fence between ECE and 5-12 playground to help protect ECE during aftercare or recess (although most ECE students want to play on the 5-12 equipment)
- Swings are desired if space allows
 - Consider multi-user swings like bowls to maximize the number of children who can play on a swing at any one time

I. VISUAL AND PERFORMING ARTS

I: VISUAL AND PERFORMING ARTS

Refer to Educational Specifications for additional information.

1. Visual Arts

1A. Electrical Requirements

- Provide overhead drop-down power reels at all program levels (including Makerspace).
 - Elementary Levels: Provide 4-6 power reels in all art spaces, including Makerspaces.

1B. Furniture

- Provide 9'x12' rug (Elementary Level only)
- Tables should be easily movable
 - Elementary School Program level: Provide adjustable tables
 - Middle/High School Program levels: Adjustable height tables not required
- Provide adjustable height stools (no castors)

1C. Art Storage

- Provide counter area in Art Storage Room

2. Performing Arts - Music Room

2A. Electrical Requirements

- Provide adequate outlets for Keyboard program (around 25 keyboards per class) - Exact confirmation to be determined with DCPS but consider mid-height outlets and low-height outlets for keyboards
- No floor outlets

2B. Storage

- Wenger storage solution should be provided and approved by DCPS
- Wenger storage should be installed within Music Storage Rooms
 - Individual locks are not required on Wenger storage when located within storage rooms
- Music storage for sheet music/materials not required

2C. Furniture

- Provide 9'x12' rug (Elementary Level only)

3. Performing Arts - Instrumental/Band Room

3A. Storage

- Provide Wenger casework with grille doors (lockable)

3B. Furniture

- No risers



4. Performing Arts- Auditorium

4A. Technology Requirements- Middle/High School Program Levels

- Provide mobile control rack with wireless capabilities
- Control rack should connect to Control Room back to the main stage area

4B. Stage

- Provide over-sized (either double door or overhead coiling door) doors for backstage
- Provide lower stage height at Elementary School Program Level (preferred height of 20" or 24")
- Provide dance bars per DCPS specific direction

4C. Ticket Booth

- Ticket booth not required unless existing or specifically requested

5. Performing Arts- Dance Studio (Middle School / High School Program Level)

5A. Floor Structure Design

- Wooden sprung floor not required unless directed specifically by DCPS (Dance Studio should be multi-functional and accommodate dance as well as other PE/Athletic/Performing Arts functions)

J. TRAFFIC GARDENS

Section I: DCPS Appendix C

Traffic Garden One-Pager

DCPS Traffic Garden Background Information

A traffic garden is a small-scale traffic-style network installed outdoors for active learning and imaginative play. This document informs the considerations for installing a traffic garden on elementary school sites. Background information is provided in this section including:

- Principles behind traffic gardens
- Features and equipment to support programs and activities
- Best practices for a range of considerations
- Roadway educational elements

General Principles for a Traffic Garden

Traffic Gardens are scaled-down streets assembled into a continuous network following real-world roadway configurations and traffic-style signs and markings. Features and elements are reduced-size versions of public street infrastructure that is simplified and sized for students ages 3-12. They should also be attractive in their appearance. Color and other artistic elements can create a mini-world for children. Traffic gardens are composed of the following key elements: streets, intersections, sidewalks, and loose parts.

- **Streets and Intersections** are designated through use of striped pavement markings. Streets connect at various intersection types: four-way or three-way intersections or at roundabouts. There should be a minimum of one intersection each featuring STOP and YIELD details. Other markings include crosswalks, arrows, stop bars, and yield marks.
- **Sidewalks**: add complexity to user interaction and can be designated through striped pavement markings or painted asphalt.
- **Loose parts**: refer to reduced-sized road signs, which should be free-standing

and portable and are to be provided in conjunction with the installation.

The following considerations should be made to ensure a complete traffic garden design:

- **Accommodation of Devices**: Streets, storage, and assembly areas should accommodate use by students on foot or on balance bikes, 16" and 24" two-wheelers, and/or recumbent trikes. Streets should be maneuverable for several riders at a time on these devices while also accommodating easy turns and well-spaced intersections; there should be no square corners or hairpin turns. Design on streets and spacing should also consider adult instructors and supervisors within the traffic garden area.
- **Accessibility**: Barrier-free layout is required for students with extra mobility needs or those using other wheeled devices (e.g., wheelchair, recumbent trike).
- **Storage**: Storage is needed for protection, security, and orderliness for portable signs, balance bikes, and other ancillary items.

Summary of Best Practices

Best practices and other practical considerations that should be incorporated into traffic garden design are listed below:

- **Environmental**: Consider impacts from overhanging trees and areas prone to ice.
- **Safety Buffering & Obstacle Avoidance**: Keep clear space or shy distance between streets and fencing, walls, public street, doorways, or structures (6'-9' distance if possible) and avoid areas with fixed objects, corners, protrusions, steps, and poles. Select a site away from trash storage or roadway with truck movements.

- **Orientation:** Integrate traffic gardens with playground areas, running loops, and assembly areas while optimizing travel distances from gym, Pre-K classrooms, and storage area. Coordinate approaches to doorways, paths, gates, and storage.
- **Comfort:** Implement benches and shaded areas for accompanying adults.
- **Gathering:** Add color or other identifiers to surfaces to aid with directing students.
- **Wayfinding & Information Support:** Include maps and street names as part of additional surface features. Add lessons or instructional cues as additional surface features. Provide site name, maintenance directions, and safety instructions.
- **Surface:** Install streets on hard surfaces. High-quality asphalt surfaces are the preferred option although poured in place rubber surfaces can serve as an alternative also.

directional arrows, one-way sign (portable)

- Pedestrian Crossing: Pedestrian crossing bars (marked at intersection or mid-block)
- Other markings: Arrows, curb ramps, medians, islands, bicycle lane symbols

DCPS Traffic Garden Guidance

This section covers recommendations for putting together traffic gardens. The specific guidance is calibrated to maintain both layout appearance and ability of students to bike. Information is organized into the following sections:

- Specific guidance for traffic garden network components
- Surface considerations and recommendations
- Traffic garden color guidelines for paint or markings

Roadway Educational Elements

Key roadway elements that should be incorporated into traffic gardens are listed below and described in more detail in the following section (Traffic Garden Guidance). These elements all provide unique educational opportunities for students.

- Stop Intersection: Intersection featuring stop bars and STOP word (surface marked) plus stop signs (portable) on all approaches.
- Yield Intersection: Intersection featuring yield markings and yield word (surface marked) plus yield signs (portable) on all approaches.
- Roundabout: Single travel lane around circle, anti-clockwise direction. Yield markings and yield word on all approaches.
- Two-way streets: Lane striping and directional arrows
- One-way streets: Lane striping and

Traffic Garden Network Components

Key elements of a traffic garden are described in detail on the following pages . Table 1 identifies primary dimensions for these elements. Some values are adjustable upwards on a case-by-case basis. For example, corner radii can be increased proportionately for applications when streets are scaled wider for older users. However, in most cases it will not be possible to use lower values than recommended due to the already reduced sizing deployed.

Table 1 Traffic Garden Elements

Traffic Garden Elements	Recommended Dimensions and Spacing
Streets	Two-way street or multi-lane segment: 3'-4' wide travel lanes One-way street (single through lane): 4' wide travel lane (minimum)
Intersection Spacing	Intersections with controls: at least 20' apart Intersections with no controls: 12' apart minimum
Crosswalks	Crosswalk bar width: 6" with 6" space between bars
Roundabouts	3'-5' (typical) but can be increased to create a larger roundabout. Roundabout travel lane width: 4'-5' (as measured from outside edge of central circle).
Sidewalks	Sidewalk: 2'-3' wide (typical) Buffer between travel lane and sidewalk (if present): 2' wide
Stop Markings	'STOP' letter height: 6" 'STOP' word width: 21"
Yield Markings	Triangle base: 4"-6" Triangle height: 1.5 x base dimension Triangle spacing: 3"-4" apart 'YIELD' word width: 24"
Loose Parts (Signs)	Sign head: 10"-12" wide Sign post: 48" high Portable base weight: 15-25 pounds Note: Edge of sign base should be positioned a minimum of 1' clear of street lane edge or beyond painted sidewalk
Buffer	All rideable and walkable elements should have a shoulder or buffer of not less than 6' but preferably up to 9', between the riding space and a vertical element such as a wall or fence.

Streets

Where there is only a single travel lane (such as for a one-way street segment), the minimum lane width is wider than where there are two or more lanes (e.g., two-way street or multi-lane configuration). Specific dimensions are listed in Table 1 above.

Intersections

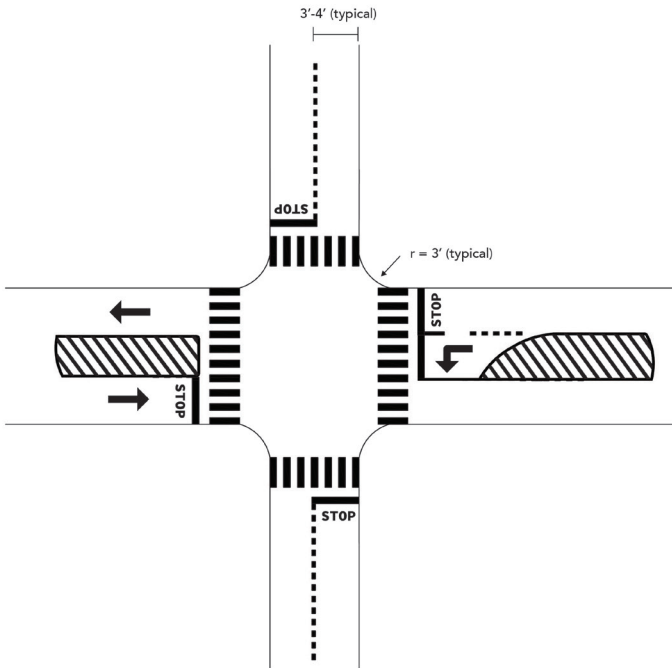
There are different ways to configure intersections depending on the number of lanes on the

approach as well as what signs and markings direct users (i.e., controlled) or when signs and markings are absent (i.e., free-flowing). The image and recommendations below describe considerations in intersection design. In general, the following types of intersections should be included within a traffic garden network:

- Roundabout/yield controlled (min.1)
- T-intersection /stop/yield/free-flow (min. 1)
- 4-way/free flowing/no controls (no min.)

Intersections should have rounded corners to assist turning movements and incorporate standard pedestrian striping color conventions (white painted bars against pavement, evenly spaced across width of street). Unlike in real-world intersections, many traffic garden intersections can be designed to be free flowing (i.e., with no stop or yield controls).

Figure 1 Intersection



Crosswalks

Crosswalks can be located at intersections and/or between intersections at mid-block crossing locations. Painted crossings add interactions between those walking and biking. Crosswalks should have solid white surface ‘ladder’ markings (i.e., painted bars) across the street width; they should be aligned with sidewalks and curb ramps.

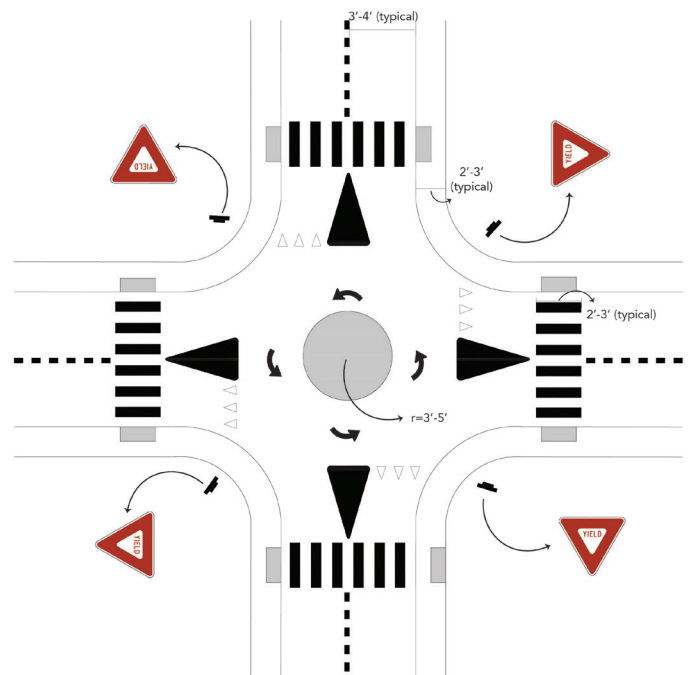
Painted islands and medians

Painted islands and medians can be incorporated along traffic garden streets and at intersections. Islands should be indicated with evenly spaced hatched stripping lines, and yellow paint should be used to denote areas separating travel directions. Circles within roundabouts are a special type of island that can be painted in a solid color or decoratively. Sand or a similarly textured product can be used on median surface paint or markings to increase traction.

Roundabouts

Roundabouts allow riders to easily change direction of travel. They can be configured for approach streets. Each street should have only a single travel lane entering the roundabout, travel should be counterclockwise only, and directional arrows should be included to identify the traffic flow. Roundabout center circle dimensions can be increased, but recommended widths are identified in Table 1 above.

Figure 2 Roundabouts



Sidewalks

Sidewalks can be added to traffic gardens to provide further detail and complexity to streets. The addition of this element can help teach street crossing protocol to children and help encourage/guide students not on bicycles to stay to the side of the traffic gardens. Curb ramps can also be represented at sidewalks’ interaction with crosswalks. These curb ramps should be sized to match or fit within the width of the sidewalks and can be indicated through use of red or yellow solid block of color (Figure 3). Dimensions for sidewalks are listed in Table 1. There are several options for representing sidewalks in traffic gardens, listed below and illustrated in Figure 4.

1. White/gray line parallel to street edge
2. White/gray line parallel to street edge plus adjacent contrasting background
3. Solid gray as entire sidewalk width plus adjacent contrasting background
4. Solid contrasting color as entire sidewalk width

Figure 3 Curb Ramps

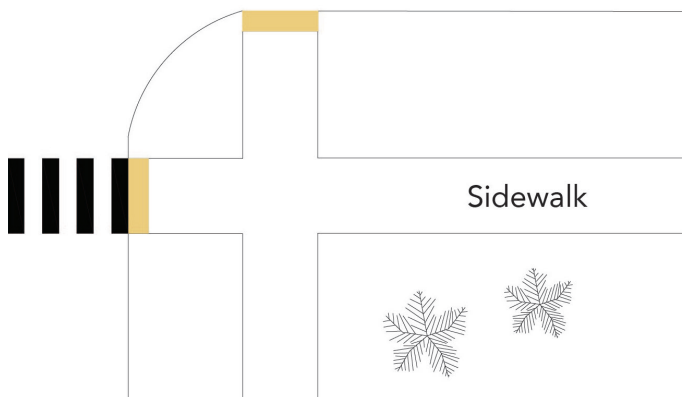
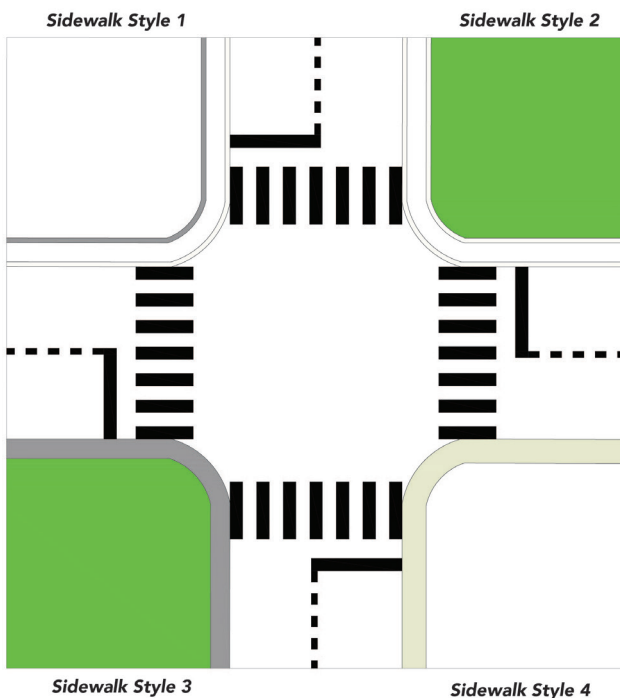


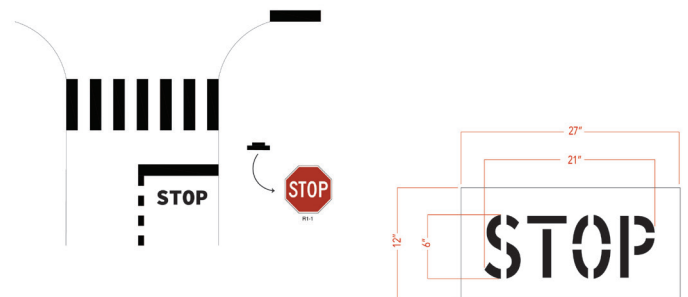
Figure 4 Sidewalk Style Options



Stop Markings

At intersections, stop markings typically include a Stop Bar and the word 'STOP'. STOP word should be centered within the travel lane and precede the stop bar (as shown in Figure 5). For traffic gardens, STOP markings should be used sparingly to minimize stop/starts for riders. When used, STOP markings should be used in coordination with crosswalks on intersection approaches, and traffic garden functionality can be enhanced through use of portable small-scale stop signs. Dimension recommendations for Stop Marking are included in Table 1.

Figure 5 Stop Markings



Yield Markings

Yield markings are used in coordination with roundabouts and mid-block pedestrian crossings; they are meant to indicate the point where riders yield to those already riding. The markings themselves consist of a row of solid-white triangles on an approach lane (pointed end of triangle is opposite the direction of travel) along with white word 'YIELD' which should precede the triangle yield markings and be centered in the approach lane. Figure 6 illustrates the appearance of Yield markings while Table 1 lists recommended dimensions.

Figure 6 Yield Markings

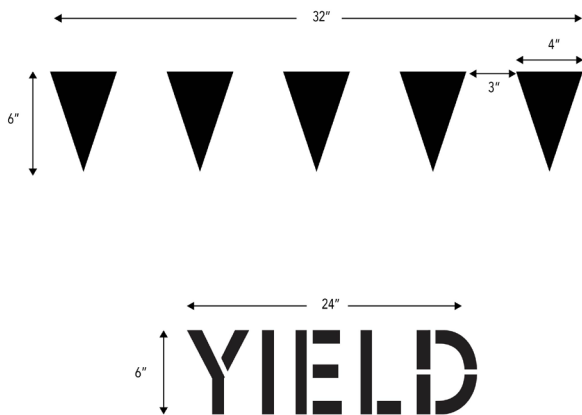


Figure 7 Traffic Garden Signs



R1-1



R1-2



R6-2



W11-2*



R2-1



R15-1

Traffic Garden Signs

Traffic garden education and operations can be improved using signs within the site. Signs should be scaled-down versions of typical MUTCD standard signs, with standard shape and colors as defined in MUTCD. The following sign types should be included in traffic gardens and manufactured at a reduced scale (recommended sizes noted in the Table 1 Traffic Garden Elements above). Any additional traffic signs added should also be scaled-down versions of MUTCD signs.

- Stop sign (R1-1) (1/approach lane at 'stop' controlled intersection)
- Yield sign (R1-2) (1/approach lane at roundabout)
- Pedestrian crossing sign (W11-2) (3 x 2 sign sets, add as pairs)
- White/black regulatory – one way (R6-2), speed limit (R2-1)
- Railroad crossing sign (R15-1) (optional)
- Roundabout sign (R6-5P) (1/per approach at roundabout, optional)












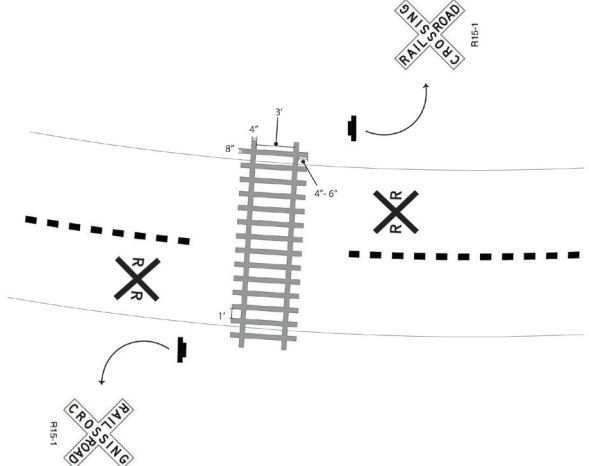
Sign heads should be engineer-grade aluminum. Signs should be firmly affixed to a post that is contained in a portable base. The base is weighted to ensure that the sign assembly stays in place during use and wind conditions. Sign assembly can feature a wheeled base to assist with set-up. Otherwise, hand trucks are to be supplied for moving assembled signs between traffic garden positions and storage shed.

Note: Letters and numbers below sign are MUTCD identifiers and are used for ordering

Traffic Garden Striping & Markings

Pavement markings should be highly visible against the traffic garden surface. Traffic-grade acrylic paint is recommended (Thermoplastic or Street Bond are other suitable marking products), while traffic paint formulations that enhance nighttime reflectivity are not necessary. For streets, yellow striping separates travel directions while white striping separates travel lanes. Silica sand or other textured products can be used to add friction on markings' surface and prevent slipping. Table 2 outlines appearance and recommendations for pavement striping within traffic gardens.

Table2 Traffic Garden Striping

Pavement Striping	Details
<p style="text-align: center;">CENTER LINES</p> <p>Dashed Yellow    </p> <p>Double Solid </p> <p>Solid Yellow </p> <p style="text-align: center;">LANE OR EDGE LINES</p> <p>Dashed White    </p> <p>Solid White </p>	<p>Use traffic-grade acrylic paint products, formulated for use on the selected surface:</p> <ul style="list-style-type: none"> Centerlines: single or double yellow lines (solid or dashed), 2" wide (3" max.) – maintain consistent space between double centerlines along length of street Single dashed white 2" wide lines between lanes Outside street edges: solid white lines, 2" wide
<p>Other Pavement Markings</p>	
<p>Typical arrows: straight ahead, roundabout, left-turn</p> <ul style="list-style-type: none"> Locate centered within lanes Use white paint and scaled-down traffic stencils to apply painted arrows Size proportionately for lane width 	
<p>Bike symbol:</p> <ul style="list-style-type: none"> Locate centered within lanes Use white paint and scaled-down traffic stencils to apply symbol Size proportionately for lane width 	
<p>Bike box:</p> <ul style="list-style-type: none"> Designated on-street space at head of travel lane used at 'stop' controlled intersection only Use green paint and include on-street bike symbol (using scaled-down traffic stencil) Bike Box Width: should equal that of the approach lanes Bike Box Depth: 2-3' 	
<p>Railroad crossing:</p> <ul style="list-style-type: none"> Add painted railroad crossing at a mid-block location Mark approach lanes in each direction with large X and two R's Rail track line: 4" width; Rail sleeper bars: 8" width Sleeper bars: extend at least 4"-6" beyond track on both sides 	
<p>Other Imaginative Playspaces:</p> <p>Additional spaces can be utilized to include other real-life and artistic painted elements like building outlines or trees.</p>	

Surface Considerations & Recommendations

In general, a traffic garden should not have any steep riding surface slopes, and traffic garden streets should be free of dips. The paved surface should allow proper drainage of stormwater and should not have areas of pooling. Special attention is needed at surface transitions where adjacent materials may settle at differing rates over time creating an irregular edge.

Asphalt

The most desirable base material for traffic garden surfaces is asphalt, as it allows for smooth and joint-free bicycle riding. Asphalt most closely resembles the actual physical surface of streets and trails. Asphalt, as a non-specialty material, generally has a low overall cost. Light-duty pavement will be sufficient for a traffic garden site as long as it has limited or infrequent vehicle use. The following considerations should be made to determine appropriate base course thickness:

Asphalt surface course layer

- (3" minimum thickness)
- Performance of this material assumes good initial soil conditions and compaction.
- Thicker asphalt layer needed if poor sub-grade present

Aggregate base course layer

- (4"-6" thickness)
- Depth thickness assumes good sub-base underneath and proper compaction.
- Thicker base course layer needed if poor sub-grade present.

Poured-in-Place Rubber

Another surface that can be used for traffic gardens is poured-in-place rubber. This involves a two-layer rubber-urethane playground surfacing system that is designed, manufactured, and installed to meet certain performance standards and criteria. This

material provides cushioning and shock absorbance. However, this surface type has higher overall costs (black mix being the least expensive) and requires additional maintenance throughout its estimated 10-year lifespan (which is typically warranted until this time). Surfaces need to be kept clear of debris to maintain material integrity. Weather conditions during installation is especially important to ensure the product's lifespan.

The top wear layer/surface binder consists of granules mixed with a binder to create a durable even seamless surface. Multiple types of product materials are available in a wide range of vibrant colors. The second layer of the poured-in-place rubber surfacing is the rubber attenuation layer. This layer is created from uniform recycled material that is mixed with binder that holds it in place. The rubber attenuation layer requires proper compaction of sub-base below. The base layer for this rubber surfacing should be an asphalt, concrete or compacted aggregate stone.

Traffic Garden Color Guidelines

Colors, their recommended shade, and usage are listed below in Table 3.

Table 3 Color Guidelines

Paint Color	Shade	Usage
White	Traffic White Federal Standard 595 Color FS 17875	Use for: lane striping, between lanes going same direction, roadway arrows, crosswalk markings, railroad markings, STOP (word), YIELD (word), stop bar, yield markings.
Yellow	Traffic Yellow Federal Standard 595 Color FS 33538	Use for: center line, island, or median. May be used for curb ramp color block marking.
Green	Bike Lane Green Pantone 349 c	Use for: bike box, grass buffer between street and sidewalk. Can also be used in central area of roundabout.
Red	Adobe Red or Bus Lane Red	May be used for curb ramp color block marking.
Gray	Mix black and white to enhance contrast	Use for: sidewalk representation and to cover over existing markings on asphalt
Blue	Handicap Blue Federal Standard 595 Color FS 15180	Use for: Handicap parking symbols, bodies of water and streams.

DCPS Traffic Garden Layouts

School outdoor areas range widely in their geometry and available open space. However, traffic garden layouts are flexible, and it is possible to design them to conform to a wide range of spaces. This section provides recommendations by site type to assist in coming up with a layout that makes the most of the available space while still providing for the school program needs.

Table 4 Traffic Garden Layout Styles by Site Type

Available Site	Layout Style + Elements
Limited space or no asphalt	Focus on alternative ideas for adding biking practice and roadway safety elements. Consider other open space options on school property.
Irregular or small areas (less than 30' width)	Focus on creating discrete learning spots: <ul style="list-style-type: none"> • Add individual intersections with stop and yield details. • Include skills-based lesson areas alongside streets. • Expand into playground spaces to add streets or features. • Deploy pathways and other student assembly areas.
Long narrow space (less than 40' wide and significantly longer in one dimension)	Focus on lengthier street segments: <ul style="list-style-type: none"> • Increase mid-block crossings at multiple points along street to add interactions. • Add roundabouts at ends to create continuous riding circuit. • Create mid-way roundabouts (where there are only two approaches).
Circuit around turf or playground area (any size)	Focus on creating loop with additional interactions: <ul style="list-style-type: none"> • Add intersections at locations where surface space widens. • Add mid-block crossings to cross over to central area. • Design for pedestrian cross traffic from turf or playground and provide roadway yield or stop controls at multiple logical locations.
Medium square-shaped or rectangular area (40' - 80' width in either direction)	Focus on opportunity to create a denser set of streets and intersections: <ul style="list-style-type: none"> • Test a range of layouts with a grid of streets. • Add parallel streets and shorten street segments. • Shift roundabouts to ends or corners of site to conserve space. • Optimize overlap with playground areas, pathways, and running tracks.
Large open square-shaped or rectangular area (over 80' wide or longer in either direction)	Focus on opportunity to create a grid of streets and intersections as well as extended road segments: <ul style="list-style-type: none"> • Test many layout options for fit within site. • Expand layouts by lengthening streets. • On longer sides of the site, add parallel streets with cross connections. • Group intersection types to create an instructional area. • Centralize and increase diameter of roundabouts. • Create longer practice ride routes/loops for more skilled students. • Add creative features on longer street segments.

DCPS Programs Using Traffic Gardens

Traffic Gardens should be incorporated on school grounds to support two distinct age groups and skill levels while allowing space for active outdoor physical activity. These three program goals should be considered when designing features within the traffic garden.

<p>Second Grade Physical Education (PE) Goals: Biking skills and roadway safety, instill joy of riding a bike Activities: Community ride</p>	
<p>Skills and road safety elements:</p> <ul style="list-style-type: none"> • Stop and yield intersections • Pedestrian crossings • Traffic signs and markings • Group instructional areas • Bike skills challenge areas 	<p>Recommended Devices/Equipment</p> <ul style="list-style-type: none"> • 16" two-wheel bikes • 20" two-wheel bikes • Recumbent trikes • Staging area for session • Storage for devices and loose parts
<p>Pre-Kindergarten (PK) balance biking Goals: Learn how to balance on bike, learn about roadway safety Activities: PE and everyday outdoor play</p>	
<p>Skills and road safety elements:</p> <ul style="list-style-type: none"> • Real street features • Roundabouts, figures of eight and destinations • Students independently retrieve and return bike 	<p>Recommended Devices/Equipment</p> <ul style="list-style-type: none"> • Balance bikes • Staging area for session • Place to keep bikes orderly and accessible • Easy access to equipment
<p>Active outdoor physical area for students Goals: PK - 5th grade imaginative play, outdoor learning Activities: After-school programming</p>	
<p>Additional play elements:</p> <ul style="list-style-type: none"> • Railroad crossings • Parking spaces • Community building outlines • Maps and graphical features • Sensory or STEM elements 	<p>Recommended Devices/Equipment</p> <ul style="list-style-type: none"> • 16" two-wheel bikes • 20" two-wheel bikes • Larger two-wheel bikes • Balance bikes • Recumbent trikes • Scooters

K.CUSTODIAL EQUIPMENT

H: SITE AND PLANTING DESIGN

General Notes

- Ensure DCPS Security reviews doorphone fob plan as it relates to site programming. Consider playgrounds, sports fields, gardens, staff parking, dumpster routes, morning student gathering, aftercare, parent drop-offs.
- Line of sight must be maintained from building windows throughout the schoolyard. Avoid “blind spots” behind vegetation and structures or around corners.
- Aim for full ADA accessibility throughout the site (more than the minimum requirements).

1. Site Access

1A. Fencing

- Solid steel picket fence shall be used for site perimeters
- Fencing should be installed for sports fields and sport courts (for safety) if not located on the perimeter
- Height depends on zoning, programming, and security requirements
 - Review extents, access, and heights with DCPS during design
- Consider tall nets atop fencing for sports fields
- Review fence extents and heights with school leadership

2. Site Elements

2A. Seating Areas

- Design team shall explore multiple seating options based on site configuration and grade change
- Consider weather (shade v sun) and visibility (line of sight)
- Take advantage of retaining walls for seating opportunities

2B. Shade

- Shade is an important feature for schoolyards for students, caregivers, and classtime- avoid fabric sails that need to be removed in winter

3. Landscape

- 3A. Create a defined edge between changes in ground condition (ie from planting bed to grass). Flush concrete curb is preferred but metal edging is acceptable. Do not create a tripping hazard with edging.
- 3B. Avoid oddly shaped, small, fenced, or isolated patches of lawn as it is difficult to mow such spaces.
- 3C. Avoid lawn in areas that get concentrated volumes of foot traffic (such as between building doors and the playground) as the grass will die and become muddy in rain.
- 3D. When choosing between lawn and artificial turf, consider the amount of use a field will receive by the school and the neighborhood.



3E. Plantings

- When selecting plants, consider the right plant for the right space; consider shade, views, adjacent walkways and windows, etc.
- Provide Native plants; adaptive species ok, if not invasive; low maintenance (doesn't need heavy pruning, fertilizing, or fussing).
- Include plants with a high biodiversity (attracts birds and other wildlife with food and shelter).
- Consider edible permaculture where appropriate with garden programming, but ensure that any fallen fruit will not fall on walkways or other adjacent hardscape
- Avoid plants with thorns (or rosebushes at all); nothing toxic (yews, etc)
- Avoid tall shrubs that present a hiding spot or otherwise compromise site security
- Maximize tree plantings; cluster different height trees (shade and understory) together in beds rather than spacing them equidistant within lawns. (Tree trunks are prone to damage from mowers and trimmers)
- Consider depth of mulch and replenishment mulch when designing finish grades. (Mulch ends up washing over walkways and playgrounds when too much is mounded up over time)
- Plant in drifts (but not monocultures) to make it easy for volunteers/users to recognize what belongs and what does not.

4. Installation and Turnover

- 4A. Specify plugs for perennials and decorative grasses, which allows for denser spacing at a lower cost.
- 4B. Trees no larger than 2" diameter
- 4C. Remove tree stakes after one year; include in contract.
- 4D. Install weed fabric below mulch and/or bound mulch around newly planted specimens to discourage weed growth during establishment (at least two years)
- 4E. Establishment watering must be included in the contract; at least through one growing season
- 4F. DO NOT create mulch volcanoes around tree trunks. Installed trees should sit at a finish grade that matches its condition before planting. Mulch is intended to keep roots moist, not trunks. Moisture trapped by mulch will damage a trunk and could lead to an unhealthy or dead tree.
- 4G. Prepare a binder for turnover to teachers and students (one physical plus digital copies) that includes a site plan with simplified location key (planting bed 1, 2, etc), plant names (latin and common), brief descriptions of each plant, general locations that tie to the key, photos of each plant at mature size, closeup photos of key identifying features (redbuds retain seed pods throughout winter, etc), and general maintenance required (cut perennials and grasses to the ground in spring before new stems grow, etc).

- 4H. Consider including plant signage markers for identification

5. Playgrounds

General Notes

- Include a range of physical motions for student development; climbing, balancing, swinging, spinning, sliding, running, etc.
- Include opportunities for imaginative and unstructured play.
- Ensure adequate equipment for the school population and programming. For example, one slide is not sufficient to serve three classrooms of students at one time.
- Rigid freestanding shade structures are preferred (in addition to built-in shade on equipment) unless adequate shade is thrown by the building or existing adjacent trees. A solar study will be used to determine shade requirements for each project.
- Inclusive design is critical for all DCPS playgrounds. This includes ADA circulation to/around all features and multi-user components that allow students to engage socially with differently-abled peers. Socialization is the most critical feature of inclusive play. Also consider sensory needs and include quiet passive areas on playgrounds.

5A. Design Process

- Part 1: Through a visioning exercise, the school community / SIT will receive opportunities to weigh in on desired features, activities, and colors; and review concepts before an equipment order is placed
 - Student engagement is also encouraged to determine desired activities and components
- Part 2: The landscape architect will work closely with a playground vendor (designated by DCPS) to create a basis of design
 - Vendors offer conceptual design services free of charge as part of their business model; There is no guarantee that their design will be selected for the project
 - DCPS will review budget with design team and vendor prior to basis of design created
- Part 3: The school community / SIT will review concepts from 2-3 vendors and provide feedback on each of the designs

5B. Proposal Submission

- The basis of design will be used to collect bids from **three** equipment vendors-including the vendor who created the basis of design
 - Two Playgrounds: ECE Playground and Upper Level (5-12yr.old Playground)
- Proposal submissions must include a price for each of the following components or indicate that a component is not part of their submission price
- Provide as separate line items the purchase, freight, and installation cost for the following:
 - Play equipment; Shade structure(s) not integrated into play equipment; Site furnishings to include benches, trash and recycling receptacles; Safety surface; Drainage layers beneath safety surface, including stone and pipes;



surface if part of the project; Drainage layers beneath field surface, including stone and pipes

- Submissions must also include both playground plans (showing fall zones) and 3D renderings (two version, color and B&W) of the proposed layout
 - It is desired that the renderings include human shapes for scale as well as a summary of the total number of students who can play on the equipment at a time

5C. Playground Design/Features

- Avoid fine details, complicated patterns, or too many colors in safety surface as the surface is unlikely to be patched to the same level of complexity or detail, if repatching/replacement is needed.
- Avoid placing safety surface seams beneath areas of high wear, such as slide landings, below swings, or around spinning equipment.
- For EPDM surfacing, use light colors to keep the surface cool. Do not include black in top coat as a way to reduce costs.
- The playground must appeal to a 3 year old and a 12 year old. Scale the equipment appropriately to account for all ages and levels of risk.
 - Provide fence between ECE and 5-12 playground to help protect ECE during aftercare or recess (although most ECE students want to play on the 5-12 equipment)
- Swings are desired if space allows
 - Consider multi-user swings like bowls to maximize the number of children who can play on a swing at any one time

L. TEACHING KITCHEN



L: TEACHING KITCHEN

Refer to Educational Specifications for additional information

1. Requirements for Kitchen Area

- Standard combination refrigerator and freezer
- Low, shallow sinks near the entryway to the room for handwashing
- Two (2) kitchen sinks for dishwashing
- Disposal
- Standard dishwasher
- Standard oven – wall installation
- Standard glass top home range/oven
- Teaching mirror installed directly over the stove
- Stove installed with island with at least 3 feet of counter space to the left and right of the stove and surrounded on the back of the island with a lower counter surface for students to work at.
- Cabinets installed on all sides of the island
- Electrical outlets above the countertop on the island. Ideally, these are installed in the vertical rise between the lower countertop for students to work at and the higher countertop for adults and the range.
- As many cabinets for storage as possible, including a broom/mop closet and pantry-type cabinet to store school supplies.

2. Requirements for Work Area

- Tables and sturdy stools for students that are light enough to easily moved into different formations.
- Plenty of space for students to be moving around between tables.
- Plenty of closed storage along the walls.

3. Requirements for Meeting Area

- Built in bookshelves line the walls that display books in a way that shows their front rather than their spines
- Plenty of room for an entire class to sit on a carpet or pull up chairs around it. Room also for easel and chair for teacher.

4. Requirements for Indoor Garden Area

- Room for a rolling grow lab or space to install shelves with grow lights.
- Closed storage for garden supplies