

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

**DESIGN BUILD SERVICES FOR
ST ELIZABETHS EAST CAMPUS
STAGE 1 PHASE 1 INFRASTRUCTURE IMPROVEMENTS**

Solicitation #: DCAM-16-CS-0084

**Addendum No. 6
Issued: April 4, 2016**

This Addendum No. 6 is being issued on April 4, 2016. Except as modified hereby, the Request for Proposals (“RFP”) remains unmodified.

Item #1: Agreement for Professional Design Services

Please see Contract No. DCKA-2013-T-0068 (**Exhibit 1**)

Contractor will receive the executed version of Contract No. DCKA-2013-T-0068 upon award. The District does not foresee any significant changes to document prior to the execution of contract DCAM-16-CS-0084 St. Elizabeth Stage 1 Phase 1 Infrastructure Improvements.

- End of Addendum No. 6-

(Exhibit 1)
Contract No. DCKA-2013-T-0068

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Execution Copy

**AGREEMENT FOR
PROFESSIONAL DESIGN SERVICES**

BY AND BETWEEN

**DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

AND

CH2M HILL, D.C., P.C.

**ST. ELIZABETHS EAST CAMPUS
STAGE 1 PHASE 1 INFRASTRUCTURE IMPROVEMENTS**

DCKA-2013-T-0068

**AGREEMENT BETWEEN OWNER AND DESIGNER FOR
DESIGN SERVICES
DCKA-2013-T-0068**

THIS AGREEMENT (“Agreement”) is made by and between the **DISTRICT OF COLUMBIA GOVERNMENT**, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “Owner” or the “Department”) and **CH2M HILL, D.C., P.D.**, being duly organized under the laws of District of Columbia, and with a place of business at 901 New York NW, Suite 4000 East, Washington, DC 20001 (the “Designer” or “CH2M”).

WITNESSETH:

WHEREAS, the Deputy Mayor for Planning & Economic Development (“DMPED”) has prepared a master development plan, concept infrastructure plan, and subsequently procured engineering services from CH2M to develop preliminary design-build plans to District Department of Transportation (“DDOT”) standards for stage 1 of the St. Elizabeths East Campus infrastructure improvements;

WHEREAS, the previous stage 1 infrastructure project limits can be reduced in size and still comply with the overall St. Elizabeths East Campus concept infrastructure plan while serving DMPED’s phase 1 real estate development footprint;

WHEREAS, DMPED is working with the Department to lead the final design and construction procurement for the stage 1 phase 1 infrastructure improvements;

WHEREAS, the Designer submitted a task order proposal dated September 17, 2015 pursuant to its DDOT contract DCKA-2013-T-0068 to develop the preliminary plans from the current state through final design and assist in the DMPED/Department procurement process for obtaining design-build construction bids for the stage 1, phase 1 infrastructure improvements once the intermediate (65%) plans package (“Bid Set”) has been approved by DDOT (the “Project”);

WHEREAS, the Department wishes to retain the Designer to provide all necessary design and related services for the Project pursuant to the terms and conditions set forth in this Agreement;

WHEREAS, the Designer wishes to provide all of the design and related services necessary for the Project pursuant to the terms and conditions set forth in this Agreement;

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

WHEREAS, the Department requires that the Project, including the requisite construction, be Substantially Complete no later than July 31, 2018 (the “Substantial Completion Date”); and

WHEREAS, the Department intends to engage a builder (the “Contractor” or “Design-Builder”) to install all of the work necessary to complete the Project for a Lump Sum Contract Price (“Lump Sum Price”).

WHEREAS, the Department intends to assign this Agreement to the successful bidder with the understanding that after such assignment CH2M will work under the direction of the Design-Builder and provide all necessary design services to complete the project as part of the Design-Builder’s team.

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

ARTICLE 1
GENERAL PROVISIONS

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

Section 1.2 Project Description. In general, the Project includes the development of a final design for the St. Elizabeths East Campus stage 1, phase 1 infrastructure improvements; the procurement of design-build bids from contractors; and provision of construction administration services.

Section 1.3 Program Manager. At its discretion, the Department may hire a Program Manager (or “PM”) to provide certain program management functions. The Program Manager shall, at all times, be acting solely for the benefit of the Department, not the Designer. **The Program Manager shall not be authorized to modify any of the rights or obligations of the Department or the Designer pursuant to this Agreement, or to issue Change Orders or Change Directives. The Designer hereby acknowledges and agrees that only a duly authorized contracting officer shall have the authority to issue Change Orders or Change Directives on the Department’s behalf. As of the date that this Agreement is signed, the Department’s duly authorizing contracting officers are Christopher Weaver, Yinka Alao, James Marshall, and Kimberly Gray.** Unless otherwise provided herein, all deliverables hereunder shall be submitted to the PM.

Section 1.4 General Description of Designer’s Duties. It is the intent of the parties that the Designer will provide all architectural and engineering services necessary for the design

and construction of the Project. Without limiting the generality of the foregoing, it is understood and agreed that the Designer will be responsible for all aspects of the design. The Designer's services include, but are not limited to, (i) engineering services in the civil, structural, mechanical and electrical engineering disciplines, as appropriate, as well as any appropriate specialty subconsultants; (ii) engaging the services of an industrial hygienist or similar specialist to survey existing structures or elements on the Project Site so as to identify hazardous materials that require abatement; (iii) engaging the services of a geotechnical engineer; and (iv) engaging, consulting with, advising, and coordinating with the Contractor such that the Project is substantially complete by the Substantial Completion Date set forth in the Contractor's agreement with the Department for completion of the Project. A general description of the Designer's scope of services is included with **Exhibit A** ("Designer's Proposal"). The terms of this Agreement, shall prevail over inconsistent provisions in the Designer's Proposal.

Section 1.5 Phases. In general, the Designer's work shall be divided into two phases as is more fully described in Articles 2 and 3, including those necessary to develop and submit any deliverables set forth therein. Generally, these duties include (i) development of a set of 65% (intermediate) construction documents that are consistent with the Owner's Program (the "Bid Set"); and (ii) providing final design (100%) and construction administration services. The services to be provided under Article 2 constitute the design and bidding phase services to be performed by the Designer (the "Design Phase Services"). The services to be provided under Article 3 constitute the construction phase services (including final design and CA services) to be provided by the Designer (the "Construction Phase Services").

Section 1.6 Delivery Method. The Owner intends to use a design-build delivery method for this Project. The Designer has completed a set of 65% (intermediate) construction documents that will be approved by the Department and DDOT. Once the Contractor is selected, this Agreement shall be assigned to such Contractor and thereafter the Designer shall perform the necessary services as a subconsultant to the Contractor. It is understood and agreed that the selection of the Contractor shall be made by the Department in its sole and absolute judgment and that the Department intends to assign this Agreement to the selected Contractor at the end of the bid process. In the event the Designer has a material, adverse business relationship with the selected Contractor, Designer shall have the option to provide written notice of its intent to withdraw from this engagement within ten (10) business days after the Designer receives written notice of such appointment. In the event that either (i) the Designer does not have a material, adverse business relationship with the selected Contractor or (ii) fails to give notice its intent to withdraw strictly in accordance with the notice provisions of the preceding sentence, the Designer agrees to the proposed assignment of this Agreement and to work as part of and under the direction of the selected Contractor.

The Department the selected Contractor will be engaged on a Lump Sum basis and that the Designer will be required to complete the design and provide construction administration services to the selected Contractor on a lump sum and hourly basis respectively. The Department further anticipates that the selected Contractor's work will be divided into two phases: (i) the

Preconstruction Phase; and (ii) the Construction Phase. During the Preconstruction Phase the Contractor will be required to complete the construction documents, obtain any necessary permits and perform other preconstruction services. During the Construction Phase, the Contractor will implement the approved drawings, providing all labor, materials, supervision and other services as may be necessary to accomplish this task. The Designer hereby agrees to provide sufficient staffing and resources so as to permit the selected Contractor to complete both the Preconstruction Phase and the Construction Phase in a timely manner.

Section 1.7 Schedule. The Designer shall provide the Design Phase Services and Construction Phase Services in accordance with the schedule set forth below.

Section 1.7.1 Design Phase Schedule. The Designer shall be required to submit a comprehensive CPM schedule within seven (7) days from execution of this Agreement for the remainder of the work required under this Agreement (i.e. subsequent to the issuance of the Bid Set and the RFP). Such schedule shall be subject to the Department's review and acceptance. From and after the date such schedule is agreed to by the Parties, the Designer shall provide those services and deliverables set forth in Article 2 in accordance with such CPM schedule. Such schedule shall include, at a minimum, (i) a milestone date for an interim progress printing; (ii) a milestone date for submission of a permit set; (iii) a milestone date for issuance of an initial IFC set that would allow the work to commence; and (iv) a milestone for issuance of a final IFC set.

Section 1.7.2 Construction Phase Schedule. During the Construction Phase, the Designer shall provide those services set forth in Section 3.

Section 1.7.3 Time is of the Essence. Time is of the essence in the performance of the Designer's obligations under this Agreement. The Designer acknowledges that the timely completion of the various design phases is essential to the timely bidding of the design documents with trade subcontractors, to the formation and approval of the Lump Sum Price, and ultimately to the completion of the Project. The Designer further acknowledges that delay in the completion of the design will cause the Department to incur additional costs in the form of acceleration of the construction of the work and expediting of necessary materials and supplies, the costs of which may be difficult to ascertain.

Section 1.7.4 Certain Adjustments to the Designer's Fee. In the event that the Designer fails to provide any required deliverable by the deadlines set forth in the schedule agreed upon in accordance with Section 1.7.1 of this Agreement and unless excused by an event of force majeure or the failure of the Department to take any action in a timely manner, the Designer's compensation shall be decreased by an amount equal to One Thousand Dollars (\$1,000) for each calendar day that any given deliverable is late in order to compensate the Department for the additional costs it will incur in accelerating the work to meet the required Substantial Completion Date; provided, however, that the Designer shall have a cumulative (i.e., not per deliverable) five (5) calendar day grace period before any such adjustments are calculated; and, provided, further, that in no event shall the cumulative amount of such adjustment exceed Twenty Five Thousand Dollars (\$25,000).

Section 1.8 Owner's Representative. The Owner's representative for this Project shall be:

Christopher Weaver
Director
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, DC 20009

Although day-to-day communications with the Designer shall be routed through the Program Manager, only the individual specified in this Section 1.8 shall have the authority to alter the terms of this Agreement; provided, however, that Yinka Alao, Associate Director, shall have the authority to act on behalf of the Department with respect to matters with value up to \$500,000; and James Marshall, Contract Specialist and Kimberly Gray, Contract Specialist, shall have the authority to act on behalf of the Department with respect to matters with value up to \$100,000. **Without limiting the generality of the foregoing, it is understood and agreed that the Program Manager shall not have the authority to: (i) increase the Designer's fee or the not-to-exceed amount established herein; (ii) authorize any additional work; or (iii) increase the overall Project budget or the specified design-to-budget.**

Section 1.9 Designer's Representative. The Designer representative for this Project shall be:

Kathleen Linehan, PE
CH2M
901 New York, NW,
Suite 4000 East
Washington, DC 20001

The Designer hereby represents and agrees that the representative specified in this Section 1.9 has the full legal authority to bind the Designer and to agree to changes to the terms of this Agreement.

Section 1.10 Project Budget. The Designer has been advised that the Government of the District of Columbia has set aside \$47,000,000 for all soft and hard costs for stage 1 phase 1 improvements (such amount, the "Budget") to complete the Project (including soft costs) and that any increases to such Budget must be approved by the Department's Budget Representative. As used herein, the term "Budget Representative" shall mean the Department's Director or its Deputy Director – Capital Construction. Any increase to the Budget shall only be effective if such authorization is signed by the Budget Representative. For the avoidance of doubt and as more fully set forth herein, the Designer further understands and agrees that it will manage its work in accordance with the Design-to-Budget Requirements set forth herein.

Section 1.11 Coordination with Affected Entities. The Designer will be required to coordinate the design of the infrastructure with surrounding landowners and the future real estate developer for the St. Elizabeths campus (i.e. WMATA, the hospital and Red Brick).

Section 1.12 Permits. In addition to securing land use approvals, the Parties anticipate that permits will be required from the following bodies:

- .1 District of Columbia Department of Consumer and Regulatory Affairs
- .2 District of Columbia Department of Environment
- .3 District of Columbia Department of Transportation
- .4 District of Columbia Water and Sewer Authority

The Designer will be required to manage the process of obtaining the necessary permits for the Project in addition to responding to comments provided by the regulatory agencies on the design documents as contemplated in Section 2.10 of this Agreement.

ARTICLE 2 **DESIGN PHASE SERVICES**

Section 2.1 The Designer shall provide all services, professional and otherwise, necessary to develop a design for the Project. Without limiting the generality of the foregoing, the services set forth in this Agreement and all other services reasonably necessary to achieve the goals set forth herein. The Designer shall perform its services consistent with the professional skill and care ordinarily provided by designers practicing in the same or similar locality under the same or similar circumstances. The Designer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Designer shall review laws, codes, and regulations applicable to the Designer's services. The Designer shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

Section 2.2. Key Personnel.

Section 2.2.1 Attached as **Exhibit B** is a list of the key personnel (the "Key Personnel") and the role played by each that will be assigned by the Designer and its principal consultants to this Project. The Designer understands that the Owner selected the Designer based in large part on the key personnel proposed to staff this Project, and as such, the Designer agrees that the Designer will not be permitted to reassign any of the key personnel unless the Owner approves the proposed reassignment and the proposed replacement. In the event that any of the key personnel become unavailable to work on this Project for reasons beyond the control of the Designer or its principal consultants (i.e. due to death, disability, retirement, resignation, etc.), the Designer shall propose a substitute for any such individual and obtain the Owner's consent to such substitute.

Section 2.2.2 Certain members of the Designer's Key Personnel shall be subject to liquidated damages for their removal or reassignment by the Designer. Those members of the Designer's Key Personnel subject to the liquidated damages provisions of this Agreement shall be identified in **Exhibit B** as subject to the liquidated damages provisions. In the event there is no delineation in **Exhibit B** of those members of the Designer's Key Personnel subject to the liquidated damages provisions of this Agreement, then all of the Key Personnel shall be subject to the liquidated damages provisions of this Agreement. In each instance where the Designer removes or reassigns one of the key personnel listed in **Exhibit B** as being subject to liquidated damages (but excluding instances where such personnel become unavailable due to death, disability or separation from the employment of the Designer or any affiliate of the Designer) without the prior written consent of the Department's Designated Representative, the Designer shall pay to the Department the sum of Twenty Five Thousand dollars (\$25,000) as liquidated damages and not a penalty, to reimburse the Department for its administrative costs arising from the Designer's failure to provide the Key Personnel. The foregoing liquidated damage amount shall not bar recovery of any other damages, costs or expenses other than the Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Designer in the event that a member of the Key Personnel has been removed or replaced by the Designer without the consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the Designer, the Department shall have the right to enforce the terms of this Agreement and to keep-in-place those members of the Designer'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 Designer's team approved by the Department.

Section 2.3 Except with the knowledge and consent of the Department's Designated Representative, the Designer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Designer's professional judgment with respect to this Project.

Section 2.4 The Designer shall manage the Designer's services, consult with the Department, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Department. The Designer shall review the Department's Program and other information furnished by the Department, and shall review laws, codes, and regulations applicable to the Designer's services.

Section 2.5 The Designer shall coordinate its services with those services provided by the Department and the Department's consultants. The Designer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Department and the Department's consultants. The Designer shall provide prompt written notice to the Department if the Designer becomes aware of any error, omission or inconsistency in such services or information.

Section 2.6 Upon request of the Department, the Designer shall make periodic presentations to explain the design of the Project to representatives of the Department and to others in support of the Department's efforts for the Project. The Designer understands and agrees that this obligation will require the Designer to participate in briefings of the affected neighbors, community organization, community leaders and District government officials as identified by the Department. Without limiting the generality of the foregoing, the Designer understands and agrees that it shall be required to meet at least twice a month with key stakeholders, including DMPED and/or DDOT, for the duration of the Project and that such meetings are likely to be more frequent during key aspects of the design process.

Section 2.7 Concept, Schematic Design and Design Development. The Parties acknowledge that the Designer developed, and the Department approved, preliminary design-build plans under separate contract with DDOT.

Section 2.8 Bid Set (65% plans) Phase.

Section 2.8.1 Under a letter contract, the Designer has already prepared a set of construction documents (65% construction documents or "Bid Set") that generally describes the Work. This Bid Set has been issued by the Department as part of design-build request for proposals will serve as the basis of the Design-Builder's Lump Sum Price.

Section 2.8.2 The Designer understands that the Department intends to appoint the Design-Builder at the conclusion of the Bid Set phase and that the Designer and the Design-Builder shall work in close cooperation with each other once the Design-Builder is appointed. During the Bid Set phase, the Designer shall work with the Department to ensure that the design for the Project evolves in a manner that is consistent with the Design-to-Budget, the Department's schedule requirements (i.e. to address the potential impact of long-lead purchasing items included in the design) and constructability. The Parties envision that this will require a level of effort beyond that required in a traditional design-bid-build project delivery method.

Section 2.8.3 The Designer shall continue to perform the following services, as required during this phase:

- .1 Select and draft specifications for materials, systems, equipment.
- .2 Develop detailed and dimensioned plans.
- .3 Present the design to regulatory agencies as required and conduct follow up meetings as required.
- .4 Conduct follow up meetings with review agencies as required.

Section 2.8.4 The Designer shall prepare and submit to the Department the following deliverables. All such deliverables shall be subject to review and approval by the Department. The Designer shall be required to revise these documents to address concerns raised by the Department and/or other project stakeholders.

- a. 65% documents for all technical disciplines, drawings and specs.
- b. A comment resolution matrix that addresses agency and stakeholder comments and issues and the design team responses as a result of the 65% plan submittal.

Both parties acknowledge that the Bid Set was completed under a letter contract and the work described in this Section 2.8.4 has already been performed.

Section 2.8.5 Lump Sum Price Formation.

Section 2.8.5.1 Bidding. Upon approval of the Bid Set, the Department shall solicit bids from design-build contractors for the Work. The Designer shall facilitate the Department's bidding of the Bid Set with contractors. These services will include, but are not necessarily limited to:

- .1 Assist Department with distribution of documents, as needed
- .2 Prepare and issue bidding addenda
- .3 Respond to bidding questions and issue clarification, as needed
- .4 Consider and evaluate requests for substitutions
- .5 Assist with bid openings and tabulations, as needed

Section 2.8.5.2 Value Engineering. Both parties acknowledge that the Designer provided the necessary services to prepare the Bid Set under a letter contract and prior to the date this Agreement was entered into and that the Bid Set is currently out for bid under documents that were prepared by Designer. Designer further agrees that should the lowest, technically acceptable bid exceed the Budget, Designer shall, at no cost to either the Department or the Design-Builder, revise the design so as to return the project to the Budget; provided, however, that if the lowest, technically acceptable bid exceeds the Budget by more than fifteen percent (15%), the parties shall meet and confer and attempt to agree upon mutually acceptable approach and if they are unable to agree on an approach, the Department may terminate this Agreement and the Designer shall forfeit ten percent (10%) of the design fee associated with the Bid Set. The Designer further understands and agrees that the Bid Set shall not be considered complete until such revisions are complete and that such revisions will need to be made in an expedited manner so as to minimize the impact of the Project schedule.

ARTICLE 3 **CONSTRUCTION PHASE SERVICES**

Section 3.1 Assignment. It is contemplated that the Design-Builder will provide a Lump Sum Price based on the Bid Set documents, and that thereafter, the Designer's contract will be assigned to the Design-Builder and the Designer will work directly for the Design-Builder from such time. From and after such assignment, the Designer shall be required to provide such services

as may be required in order to advance the Project, including, but not limited to, the preparation of the Permit Set, detailed construction documents, and the provision of construction administration services. The Designer understands and agrees that the Design-Builder shall be solely responsible for compensating the Engineer for such services and that the Department shall not be liable for the cost of such services.

Section 3.2 Continued Budget Obligations. In general, the Designer shall use its best efforts to develop the Construction Documents in a manner that is consistent with the Budget that was established at the end of the Bid Set phase.

Section 3.3 Permit Set.

Section 3.3.1 Based on the approved Bid Set (65% plans), RFP documents, as well as any approved value engineering, the Designer shall prepare the Permit Set. The Permit Set shall represent the further progression of the approved Bid Set documents together with any value engineering strategies approved by the Department. The Permit Set will be construction documents progressed to 100% completion of those required in a traditional Design/Bid/Build delivery method. The Permit Set will be code compliant and permit ready.

3.3.2 The Designer shall modify or amend the Permit Set and reissue portions of or all to: (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); (c) correct any failure of the Designer to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with industry standards; and (d) incorporate into the Permit Set the design requirements of governmental authorities having jurisdiction over the Project.

Section 3.3.3 At a minimum and in addition to any services that would typically be provided by an engineer during this phase, the Designer shall provide the following services:

- a. Prepare detailed and coordinated drawings and specifications.
- b. Prepare application and submit balance of design documents for building permit with DCRA.
- c. Prepare and submit design documents and other materials necessary for hazardous materials abatement, and well as any interior and bulk demolition.
- d. Work with the Department's third party plan reviewer to review the documents for permit document submission.
- e. Upload all documents to DCRA's permit document review website in accordance with their instructions.
- f. Prepare all traffic control plans required to obtain relevant DDOT permit approvals at all stages of the project.

The Designer shall also be required to prepare and submit at least two (2) sets of drawing updates that update the early packages to reflect changes and/or evolution of the design that occur in later packages.

Section 3.3.4 In addition to preparing the Permit Set, the Designer shall:

- .1 meet with the Design-Builder as and when requested to review the design, its constructability, and consistency with the Lump Sum Price;
- .2 work with the Design-Builder in order to implement such value engineering ideas as may be necessary to meet the budget reflected in the Lump Sum Price, including revising or preparing any design documents necessary to implement such value engineering; provided, however, that if such value engineering reductions are not necessary to maintain the Lump Sum Price or would not have been necessary had the Design-Build Contractor included a five percent (5%) design contingency in its Lump Sum Price, then such services shall be performed as an add service and the Designer shall be entitled to receive compensation from the Design-Builder for such services;
- .3 promptly address issues raised by the Code Official during the permit review process.
- .4 Develop building information modeling (BIM) files for all plans to be utilized by the contractor for MEP coordination.

Section 3.4 Further Design Services. Upon review and approval of the Permit Set, the Design-Builder will be required to construct the Work. The Designer shall provide such additional design services as are requested by the Design-Builder, including, but not limited to, the preparation of more developed construction documents (the Permit set or 100% plans), if requested, and provision of construction administration services.

Section 3.4.1 Construction Documents. It is contemplated that the Designer will advance the Permit Set after this Agreement is assigned to the Design-Builder. If so requested by the Design-Builder, the Designer shall, based on the Department's approval of the Permit Set and on the Department's authorization of any adjustments in the Project requirements, prepare further developed Construction Documents (Permit set) for the Department's approval. The construction documents shall be coordinated and shall contain such at a minimum the level of detail as is typically required for construction documents under Standards of the Industry. The Architect shall be required to respond to and revise the construction documents as may be necessary in order to address any concerns raised by the Stakeholders.

Section 3.4.2 Construction Administration. The Department and Designer acknowledge that in order to construct the Work, the Design-Builder will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Designer shall review. During the development of the Permit Set, the Department, the Designer and the Design-Builder shall meet and develop a plan for the manner in which Construction

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

Section 3.4.2.1 At a minimum and in addition to any services that would typically be provided by an engineer during this phase, the Designer shall perform the following services:

- a. Attend biweekly progress meetings.
- b. Review and process shop drawing submissions, RFI's, etc.
- c. Prepare meeting minutes, notes and records of decisions/changes made.
- d. Conduct punchlist inspections.
- e. Review closeout documents for completeness.
- f. Review and approve as-built drawings in CAD format by contractor's surveyor.

Section 3.4.2.2 The Designer shall provide the following deliverables during this phase:

- a. Meeting minutes
- b. ASI's or other clarification documents
- c. Punchlists
- d. Closeout document review comments
- e. As-Built drawings in CAD format

Section 3.5 Permitting. The Designer shall be responsible for submitting the necessary documents to the Department of Consumer and Regulatory Affairs in order to obtain any necessary permits for the Project. The Designer's services in this regard shall begin during the design phase and carry through into the construction phase. The Designer has included in its price sufficient amounts to engage permit expeditors and such other consultants as may be required to discharge this obligation.

ARTICLE 4 **COMPENSATION**

Section 4.1 Compensation For Design Phase Services. The Designer shall be paid a fixed fee of One Million Four Hundred Eighty-Three Thousand Two Hundred Ninety-Eight Dollars and Fifty-One cents (\$1,483,298.51) (the "Design Fee") for all services necessary to accomplish the objectives of the Design Phase as described in Article 2 above. Monthly payments shall be made to the Designer on the percentage complete basis. Such fee is broken down among the various design phases in the schedule of values attached hereto as **Exhibit C.**

Section 4.2 Construction Phase Services. The Designer has quoted a fixed fee of Nine Hundred Twenty-Eight Thousand Five Hundred Sixty-Six Dollars and Sixteen cents (\$928,566.16) for the development of a set of complete construction documents for the Project, and a not-to-exceed amount of Four Hundred Ninety-Four Thousand Nine Hundred Fifty-Four Dollars and Sixty-Six Cents (\$494,954.66) for construction administration services, to be provided at the hourly rates established on **Exhibit C.** **Exhibit C** also includes a schedule of values which allocates the design fee by design phase and the parties hereby acknowledge that the Designer has completed all of the design services necessary to prepare the Bid Set other than any necessary redesign to meet the Design-to-Budget obligation.

Section 4.3 Compensation For Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Design Phase Services and Construction Phase Services and include expenses incurred by the Designer and the Designer's consultants directly related to the Project. An allowance in the amount of \$45,000.00 is established for such reimbursable expenses. Such expenses shall be reimbursed without markup of any kind and records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Department at mutually convenient times. Reimbursable expenses shall include the following:

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

Section 4.4 Retention. The Department agrees to provide an incentive amount equal to 5% of the original Design Fee (but not expenses). The 5% incentive will only be due the Designer if: (i) the Project is Substantially Complete on or before July 31, 2018; and (ii) the hard construction costs and soft costs do not exceed One Hundred Three Percent (103%) of the Budget. The determination as to whether these goals have been achieved shall be measured irrespective of fault, only if both goals are met irrespective of whether the reason these goals were not met was caused by the Designer, the Builder, the Department, the District, the Code Official or any other person or cause.

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

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

Section 4.7 Hourly Rates for Additional Services. For any services that the Department requests the Designer to provide, the Designer shall be compensated based on the fully loaded hourly rates set forth in **Exhibit C**. Such rates shall be fixed and not subject to further adjustment for the expected period of this Agreement plus a period of one (1) year thereafter. Compensation for services performed on an hourly basis shall be computed by multiplying the number of hours directly spent on the Project by the applicable hourly billing rate listed on **Exhibit C**.

ARTICLE 5 **INSURANCE**

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

Section 5.1.1 Commercial general liability insurance against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount of One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and shall be maintain for three (3) years after substantial completion of the Project is achieved.

Section 5.1.2 Automobile Liability covering owned and rented vehicles operated by the Designer with policy limits of Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage.

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

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

Section 5.1.5 Professional Liability covering the Designer's negligent acts, errors and omissions in its performance of professional services with policy limits of Five Million Dollars (\$5,000,000) per claim and in the aggregate. The Designer shall maintain the coverage required by this Section 5.1.5 for a period of three (3) years after Substantial Completion of the Project is achieved.

Section 5.1.6 The Designer shall provide to the Department certificates of insurance evidencing compliance with the requirements in this Section 2.3. The certificates will show the Department as an additional insured on all such policies other than the Workers' Compensation and professional liability policies.

ARTICLE 6 **OWNERSHIP OF DOCUMENTS**

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

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

pay Designer therefor, Owner shall be deemed the owner of such drawings, specifications, and other documents and shall have and retain all rights therein. In the event Owner is adjudged to have failed hereunder to pay Designer for such drawings, specifications or other documents, ownership thereof, and all rights therein, shall revert to the Designer. This provision shall survive termination of this Agreement.

ARTICLE 7 **CHANGES, CLAIMS AND DISPUTES**

Section 7.1 Changes.

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

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

Section 7.1.3 Prompt Notice. In the event the Designer encounters a situation which the Designer believes to be a change to this Agreement, the Designer shall provide the Department prompt written notice of such event and the possible impact such event could have on cost and schedule. All such notices shall be given promptly, considering the then applicable situations, but in no event more than five (5) calendar days after determining that it believes that there is a change to the Agreement and within fifteen (15) calendar days from the date of the event. The Designer acknowledges that the failure to provide such notice in a timely manner could limit or eliminate the Department's ability to mitigate such events, and thus, the Designer may not be entitled to an adjustment to the Design Fee in the event it fails to provide prompt notice. The Designer shall include provisions similar to this provision in all of its subcontracts.

Section 7.1.4 Failure to Agree. If the Designer 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 Designer shall proceed with the work and the Department's directives, without interruption or delay, and may make a claim as provided in Section 7 of this Agreement. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Agreement and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

Section 7.2 Claims and Disputes.

Section 7.2.1 The Designer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of this Article 7 within the period specified by applicable law, but in any case not more than one (1) year after the date of Substantial Completion of the Work. The Designer waives all claims and causes of action not commenced in accordance with this Section.

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

Section 7.2.3 Subject to the terms and conditions set forth in this Agreement, the Designer and Department waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Subject to the terms and conditions of this Agreement, this mutual waiver is applicable to all consequential damages due to either party's termination of this Agreement. Notwithstanding the foregoing, the Department does not waive and expressly reserves the right to assert damages arising out of Article 8 hereunder and any failure to complete the Contract and the Contract work. Nothing herein shall be construed to prevent the Department from seeking its costs to complete the Contract and the Contract work. To the maximum extent permitted by law, Designer's liability for the Department's damages under this Agreement (whether direct, indirect, consequential, special, or otherwise) will not, in the aggregate, exceed \$7,906,819.33, whether such liability arises out of breach of contract, warranty, tort including negligence, strict or statutory liability, or any other cause of action.

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

Section 7.3.1 Notice of Claim. If the Designer wishes to assert a claim over a contract dispute, the Designer shall provide written notice of the claim to the Department pursuant to

procedures set forth in section 4732 of the Department's procurement rules and section 1004 of the District's Procurement Practices Reform Act of 2010 ("PPRA").

Section 7.3.2 Contents of Notice of Claim. The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. The Designer must submit with its notice all documents relied upon in support of the claim. The notice shall state clearly that the Designer intends to assert a claim against the Department.

Section 7.3.3 Appeal Procedures. All claims arising under or in connection with the Agreement or its breach, or relating to the Project, whether framed in contract, tort or otherwise, and which are not resolved via the claims process may be resolved by filing an appeal with the District of Columbia Board of Contract Appeals in accordance with Title X of the PPRA. However, if a third party brings any claim against the Department, including, without limitation, claims of infringement of patents, copyrights or other intellectual property rights, the Department may bring an action for defense or indemnification against the Designer in the court in which such claim is being litigated.

ARTICLE 8 **TERMINATION OR SUSPENSION**

Section 8.1 If the Department suspends the Project for more than thirty (30) consecutive days, the Designer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Designer shall be compensated for expenses incurred in the interruption and resumption of the Designer's services. The Designer's fees for the remaining services and the time schedules shall be equitably adjusted.

Section 8.2 If the Department suspends the Project for more than one (1) year for reasons other than the fault of the Designer, the Designer may terminate this Agreement by giving not less than seven days' written notice.

Section 8.3 The Department may terminate this Agreement upon not less than seven (7) days' written notice to the Designer for the Department's convenience and without cause.

Section 8.4 In the event of termination not the fault of the Designer, the termination shall be considered as one for the convenience of the Department.

Section 8.5 In the event Designer fails to perform any of its obligations hereunder, including the services, in the manner required hereby, subject to seven (7) calendar days' notice and a right for Designer to cure, Department shall be entitled to terminate this Agreement and upon such termination, Department shall be entitled to recover from Designer or setoff against any sums due Designer: Department's reasonable damages and costs of delay in replacing Designer with a different designer; the Department's cost to repro cure; the Department's cost to complete; the

Department's administrative expenses; and, any other costs allowed under District law. Department shall be entitled to withhold payment from Designer until such damages may be calculated.

Section 8.6 In the event of termination or suspension, the Designer shall discontinue Work immediately upon written notice from the Department. The Designer shall furnish to the Department reproducible copies of all drawings, sketches, etc. and all specifications, reports, studies, analyses, and other electronic documents in approved format prepared by the Designer and his consultants, to the date of termination, whether or not termination is due to the fault of Designer.

ARTICLE 9 **MISCELLANEOUS PROVISIONS**

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

Section 9.2 Terms in this Agreement shall have the same meaning as construed under District law.

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

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

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

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

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

Department shall provide professional credit for the Designer in the Department's promotional materials for the Project.

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

Section 9.9 The Designer agrees to indemnify and hold the Department, the Department's Designated Representative and the Department's officers, agents, servants and employees harmless from and against all claims, liabilities, demands, losses, damages, judgments, costs, or expenses, including reasonable attorneys' fees and expenses recoverable under applicable law, to the proportionate extent arising from, or as a consequence, or result of, any act, omission, negligence, breach of contract, or default of the Designer, its employees, subcontractors, and its consultants in the performance of, or in connection with, any work required, contemplated, or performed pursuant to this Agreement.

Disputes between the Designer and any subcontractors, consultants or any other third parties over payments allegedly owed by the Designer shall be resolved exclusively between the Designer and the subject third party. The Designer shall permit no pass-through suits or actions to be brought against the Department by a third party in the Designer's name.

Section 9.10 The Designer shall pay for and defend all such suits or claims arising out of the Work for infringement of any patent rights or copyrights and hold the Department and Department's Representative harmless from loss on account thereof.

Section 9.11 Extent of Agreement. This Agreement represents the entire and integrated agreement between the Department and the Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Department and Designer.

Section 9.12 Living Wage Act. In addition to the requirements set forth in the First Source Employment Agreement, the Designer shall comply with all applicable provisions of the Living Wage Act of 2006, as amended (codified at D.C. Official Code §§ 2-220.01 et seq.) and its implementing regulations.

ARTICLE 10
GOVERNMENTAL PROVISIONS

Section 10.1 Buy American Act Provision. The Designer shall not design or specify a proprietary product that does not comply with the provisions of the Buy American Act (41 U.S.C. § 10a).

Section 10.2 False Claims Act. The Designer shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in D.C. Code § 2-381.02.

Section 10.3 Retention of Records: Inspections and Audits.

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

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

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

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

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

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

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

Section 10.4 Gratuities and Officers Not to Benefit Provisions.

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

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

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

Section 10.4.3 No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all agreements entered into by the Contracting Officer of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof.

Section 10.5 Ethical Standards For Department's Employees And Former Employees. The Department expects the Designer 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 Designer, nor any person associated with the Designer, 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 Designer 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 Designer may not assign to any former Department or District employee or agent who has joined the Designer's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Designer may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Designer shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Designer or vendor.

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

If this Agreement is a multiyear contract, then the following provision is made part of this Agreement: If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the Department and the Designer from future performance of the contract, but not from the existing obligations. The Designer shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

ARTICLE 11
ECONOMIC PROVISIONS

Section 11.1 LSDBE Utilization.

Section 11.1.1 The Designer shall ensure that Local, Small and Disadvantaged Business Enterprises or CBE's will participate in at least 35% of the Contract Work. Thirty-five percent (35%) of the Contract Work must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Department of Small and Local Business Development, and twenty percent (20%) of the Contract Work to entities that are certified as Disadvantaged Business Enterprises. The LSDBE certification shall be, in each case, as of the effective date of the subcontract. Supply agreements with material suppliers shall be counted toward meeting this goal.

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

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

Section 11.2 Equal Employment Opportunity and Hiring of District Residents.

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

Section 11.2.2 The Designer shall ensure that at least fifty-one percent (51%) of the Designer's Team and every subconsultant's and subcontractor's employees hired after the effective date of the Contract, or after such subconsultant or subcontractor enters into a contract with the Designer, to work on the Project shall be residents of the District of Columbia. This percentage shall be applied in the aggregate, and not trade by trade.

Section 11.3 First Source Agreement.

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

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

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

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

ARTICLE 12 **Certain Supplemental Provisions**

Section 12.1 To the maximum extent permitted by law, Designer’s liability for Design-Builder’s damages under this Agreement will not, in the aggregate, exceed the total amount paid to Designer pursuant to this Agreement (either by the Design-Builder or the Department) plus amounts that are realized under the insurance policies required by this Agreement. Such limitation shall apply regardless of whether such liability arises out of breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action.

Section 12.2 Neither Party, nor their affiliated corporations, officers, or employees, shall be liable to the other for any special, incidental or consequential damages including, but not limited to, lost revenue or lost profits arising out of its performance or non-performance of obligations under this Agreement whether such liability is based in contract, tort (including negligence), strict liability, statutory liability, or otherwise.

Section 12.3 The standard of care for all design professional services performed by Designer and its Design Consultants pursuant to this Agreement shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

Section 12.4 In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Design-Builder’s cost and/or execution. Excluding costs incurred as a result of a breach of the standard of care applicable to Designer’s services, these conditions and cost/execution effects are not the responsibility of Designer.

Section 12.5 The presence or duties of Designer’s personnel at a construction site, whether as onsite representatives or otherwise, do not make Designer or its personnel in any way responsible for those duties that belong to Design-Builder and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

Section 12.6 Designer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Designer’s own personnel.

Section 12.7 To the maximum extent permitted by law, Designer’s liability for Design-Builder’s schedule and delay damages will not, in the aggregate, exceed thirty-five percent (35%) of the amount paid by to Designer pursuant to this Agreement, whether such liability arises out of breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. Designer shall have no liability for schedule or delay damages resulting from delays that are concurrent with delays caused by Design-Builder or any third party (including the Department).

Section 12.8 Designer shall have no liability for Design-Builder’s damages arising out of any growth in quantities due to the development of the design.

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

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

CH2M HILL, D.C., P.C.

By: _____
Name: Christopher Weaver
Title: Director
Date: _____

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

Exhibit A

Designer's Proposal

**St. Elizabeths East Campus
Stage 1 Phase 1 Infrastructure
Improvements**

**Intermediate and Final Design
Scope of Services
Task Order 4**

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- ATTACHEMENT 4 - DETAILED FEE BACKUP**

1.0 INTRODUCTION

For the past four years the District of Columbia has been diligently developing a physical redevelopment plan and complimentary economic development strategy to guide the revitalization of the East Campus of St Elizabeths and surrounding communities. While the planned consolidation of the Department of Homeland Security and eventual location of 14,000 -17,000 employees on the West Campus – directly across MLK Jr. Ave – was the initial impetus for this planning, the redevelopment of the East Campus has become a critical project in realizing the District’s goals of fiscal stability, job creation, and economic competitiveness. Success is most critical here as the communities surrounding St Elizabeths are among the most economically distressed in the District. Redevelopment offers the opportunity to provide amenities for local communities and the Coast Guard employees – who arrived on the West Campus in 2014 – while creating a new center for innovation which will serve to further diversify the District’s economy. There are three distinct economic development goals for the St Elizabeths redevelopment:

- Build an environment (both programmatic and physical) that encourages entrepreneurial businesses in dynamic and innovative sectors to grow in DC, and allows Federal government agencies to partner with the private sector in support of innovation and commercialization.
- Serve as the centerpiece for District-wide efforts to diversify the local economy and enable DC-based businesses to reduce reliance on federal procurement contracts and increase their competitiveness in private sector global markets.
- Promote DC’s existing social and economic assets, and build capacity in under-served communities, to ensure District residents and businesses participate in economic opportunities at St. Elizabeths.

The redevelopment effort is now transitioning into an implementation phase, and the District is engaged in a process of finalizing a Phase 1 Real Estate Development partner, as well as working closely with partner agencies to complete site entitlements including matter-of-right zoning. Infrastructure development is critical to supporting the above vision and as such has been prioritized by the District.

To assist in achieving the redevelopment of the East Campus, the Deputy Mayor for Planning & Economic Development (DMPED) has prepared a master development plan, concept infrastructure plan, and subsequently procured engineering services from CH2M to development preliminary design-build plans to District Department of Transportation (DDOT) standards, completed November 2013 for stage 1 of the infrastructure improvements. Based on input from the Phase 1 Real Estate development team, the previous stage 1 infrastructure project limits can be reduced in size and still comply with the overall East Campus concept infrastructure plan while serving this Phase 1 Real Estate Development footprint. At this time DMPED is working with the District Department of General Services (DGS) to have DGS lead the final design and construction procurement for the stage 1 infrastructure improvements. Stage 1, phase 1 is a reduced footprint of development and infrastructure as reflected in attachment 1 to this proposal.

The subsequent sections of this proposal outline the work involved to develop the preliminary plans from the current state, prepared by CH2M under separate contract with DMPED/DDOT, through final design and assisting in the DMPED/DGS procurement process for obtaining design build (D/B) construction bids for the stage 1, phase 1 infrastructure improvements once the intermediate (65%) plans package has been approved by DDOT.

The process contemplated by DMPED/DGS to complete the final design services and obtain construction documents for stage 1, phase 1, D/B bids, and Construction Administration (CA) services from the CH2M team will include the following major steps:

1. DGS will contract with the CH2M team for the complete scope of services and fee for completion of the stage 1 phase 1 infrastructure project design and submittals of 65%, and 100% packages for DDOT review, for assistance with preparation of the technical aspects for a D/B one step RFP, and for the estimated construction administration services for stage 1 phase 1 infrastructure improvements.
2. CH2M will assist DGS in preparing the D/B one step Request for Proposals (RFP) which will be issued with the DDOT approved 65% plans and associated technical requirements.
3. DGS will assign the CH2M Contract to the successful D/B proposer for completion of the 100% plan package.
4. DGS will assign the remaining portion of the CH2M contract to the successful D/B contractor for completion of construction administration (CA) services.
5. CH2M will complete the 100% plans, District Department of Energy & Environment (DDOEE) Permit and construction administration services for the D/B contractor.

Standards

The design work shall be completed at the date of this proposal in accordance with current design practices and requirements of the following, including the latest updates to the standards:

Organization	Standard
DDOT	Design and Engineering Manual, 2009
DDOT	Standard Specification for Highway Structures, 2013 (Gold Book)
DDOT	Public Realm Design Handbook
DDOT	ROW Manual, 2011
DDOT	Standard Drawings, 2009
DDOT	Work Zone Safety and Mobility Policy
DDOT	V8i SS2 CAD Manual and DDOT Workspace Installation
DDOT	DDOT MicroStation® V8i SS2 CAD Standards Manual
DDOT	Environmental Policy and Process Manual
DDOT	Right of Way Policies and Procedures Manual, 2011
DDOT	Temporary Traffic Control Manual Guidelines and Standards, 2006
DC Water	Project Design Manual
DDDOEE	Storm Water Management Guide Book, 2013
AASHTO	Guide for Design of Pavement Structures, 4th Edition, with 1998 Supplement
AASHTO	Manual on Subsurface Investigations, 1st Edition
AASHTO	Mechanistic-Empirical Pavement Design Guide, 1st Edition
AASHTO	A Policy on Geometric Design of Highways and Streets, 6th Edition, 2011

Organization	Standard
AASHTO	A Policy on Design Standards – Interstate System, 5th Edition
AASHTO	Roadside Design Guide, 3rd Edition, with 2006 Chapter 6 Update
AASHTO	Roadway Lighting Design Guide, October 2005
AASHTO	Standard Specifications for Structural Supports of Highway Signs, Luminaires and Traffic Signals, 5th Edition with Interim Revisions
ADA	ADA Standards for Accessible Design http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards.pdf
FHWA	Best Management Practices for Erosion and Sediment Control, Report No. FHWA-FPL 94-005 http://isddc.dot.gov/OLPFiles/FHWA/009340.pdf
FHWA	Hydraulic Design Series No. 2 (HDS-2) http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=2&id=6
FHWA	Hydraulic Engineering Circular No. 22 (HEC-22), The Urban Drainage Design Manual http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=22&id=140
FHWA	Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2009 Edition http://mutcd.fhwa.dot.gov/
FHWA	Standard Highway Signs http://mutcd.fhwa.dot.gov/ser-shs_millennium_eng.htm
FHWA	Traffic Monitoring Guide http://www.fhwa.dot.gov/ohim/tmguide/
FHWA	Traffic Controls Systems Handbook
NEMA	Traffic Control Systems Standards, National Electrical Manufacturers Association
OSHA	Regulations/Standards
TRB	Highway Capacity Manual (HCM)
TRB	(National Cooperative Highway Research Program) NCHRP 350, Recommended Procedures for the Safety Performance Evaluation of Highway Features http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_350-a.pdf
ITE	Manual on Traffic Signal Design

Scope of Work

Preliminary Plans and CADD files were completed to the preliminary plan level of design development for the Stage 1 project limits under contract with DMPED/DDOT. The CADD files were prepared in accordance with the DDOT Microstation V8i SS2 CAD Standards Manual.

The scope of work for this task order includes the completion of the final design of the project, including plans preparation for stage 1, phase 1 project limits (see attachment 1), and assisting DGS in their procurement process for the project. All of the scope will be contracted by DGS and the remaining services in the contract, after completion of intermediate plans and the RFP, are anticipated to be assigned to the successful D/B contracting team for completion of final plans, permitting, and CA services once the RFP is awarded. CH2M will commit to a 35% Certified Business Enterprise (CBE) subcontracting goal as indicated by attachment 2 (CBE Plan).

Intermediate and Final completion of the following plans in accordance with the required plans in the DDOT Design and Engineering Manual Section 2.3.11.2 including:

- Advancement of design plans including roadway plans for all of stage 1 roadways including the connection to Alabama Ave SE at 12th Street SE and Cypress Drive SE at Martin Luther King, Jr Ave SE (MLK), including typical sections, plan and profile sheets, drainage plans, water and wastewater collection system plans, conduit and manhole plans for PEPCO facilities, Verizon and DC Net facilities, signage and pavement marking plans, lighting plans, landscape plans, and a traffic control plan for construction.
- Preparation of special provisions for items not covered in the DDOT standard specifications.
- Preparation of quantity tabulations and drawing sheets and a detailed spreadsheet of estimated project construction costs.
- Incorporation of DDOT intermediate (65%) design review comments will be completed prior to advertisement of the D/B RFP.
- Construction Completion Time Analysis with intermediate and final design submittals.
- Throughout the design of the project, input will be sought from DDOT, DDOEE, DGS, DMPED, and DC Office of Planning if needed. The DGS Project Manager will lead these efforts.

These services include the following general tasks which are described in more detail later in the proposal:

- Preparation of the intermediate (65%) design submittal package in accordance with DDOT Design & Engineering Manual (DDEM) section 2.3.11.2;
- Respond to DDOT comments on the intermediate submittal package review;
- Assistance with preparation of the DGS one step D/B RFP for procurement of the project with approved intermediate design package based RFP;
- Assistance with review of bids and recommendation of award letter;
- Preparation of the final (100%) design submittal package in accordance with DDOT DEM section 2.3.11.3;
- Respond to DDOT comments on the final submittal package review;
- No DDOT PS&E Submittal is anticipated as DGS will have already procured the project via D/B contract;
- No DDOT Final Contract Documents / Final Cost Estimates are anticipated as DGS will have already procured the project via D/B contract;
- Perform Construction Administration (Engineering Services During Construction) tasks as detailed in the proposal during the construction phase of the stage 1 phase 1 improvements.

Specific Tasks

- Provide project management for all work associated with the task order, including subcontracted services.
- Provide engineering and estimating in the development of the infrastructure components for the project.
- Review information applicable to the project and provide comments, recommendations, and action plans.
- Provide weekly reporting of project status.
- Prepare intermediate and final plans per the requirements of the DDOT Design and Engineering Manual.
- Prepare detailed intermediate and final Project estimates of construction costs in spreadsheet format.
- Work with DGS, Office of the Chief Technology Officer (OCTO), and DMPED on implementation of infrastructure systems that promote and accommodate future new technologies including Smart City initiatives.

2.0 PROJECT MANAGEMENT, UTILITY COORDINATION, PUBLIC OUTREACH & CIVIC ENGAGEMENT, AND STAKEHOLDER INVOLVEMENT FOR INTERMEDIATE PLAN PACKAGE PREPARATION

Project Management

Project Management includes the following:

- Prepare task instructions for work deliverables;
- Attend bi-weekly meetings with DGS team and on alternate weeks (bi-weekly) with technical design team and prepare minutes of meetings;
- Provide oversight, task management, and supervision for development of the design and plans for the project
- Provide ongoing coordination and communication with DDOT and DGS/DMPED with respect to design issues;
- Monitor the task budgets, schedules, and scope of work;
- Provide program level weekly progress reports; and
- Provide monthly progress reports and invoices.

Deliverables	
Item	Due Date
Task Instructions	One week from NTP
Meeting Minutes	Weekly
Weekly Progress Reports	Weekly
Monthly Progress Reports and Invoices	Monthly

Utility Coordination

- Determine potential utility conflicts with preliminary design plans.
- Resolve utility conflicts by modifying the design and/or utility relocation.
- Coordinate with utility companies to review the plans as they progress in the design process.
- Finalization of Memorandum of Understandings (MOU) with Pepco, DC Water and DC Net for pre-building wet and dry utilities under a D/B procurement.
- Coordinate with Washington Gas Utility Company on their independent design and construction of facilities.
- Coordinate and facilitate meetings with the utility companies and permitting agencies.
- Collect comments from utility companies. Coordinate with utility companies to ensure designs meet utility company requirements.
- Provide meeting minutes for all utility coordination meetings attended with members of the DGS, the design team, utility companies, permitting agencies, or other utility stakeholders.
- Maintain a database of all utility coordination communication. Database shall include, but is not limited to: meeting minutes, emails, phone notes, list of contacts, etc..

Public Involvement & Civic Engagement

Up to two (2) Public Meetings will be held prior to award of the D/B contract by DGS; one Public Information Meeting and one Ward 8 Transportation Committee Meeting are anticipated at this time for the project. CH2M Project Manager and Deputy Project Manager/Design Manager will attend meetings.

Stakeholder Coordination

The CH2M Team will attend meetings as necessary to coordinate on technical matters related to the design development, and will attend the following assumed number of meetings:

- Four (4) meetings for dry utilities, including PEPCO, DC Net, and Washington Gas;
- Two (2) meetings with DC Water related to the water, sanitary and storm sewer design reviews;
- Two (2) meetings with DDOT for lighting fixtures coordination;
- Two (2) meetings with DMPED and phase 1 Real Estate Development team; and
- Two (2) meetings with WMATA related to confirming stage 1, phase 1 limits and that there will be no requirement for plans review meetings for the proposed stage 1, phase 1 infrastructure improvements because they will not impact the Congress Heights Metro station and the Green Line tunnel.

CH2M Project Manager and Deputy Project Manager/Design Manager will attend meetings as necessary to expedite reviews and update/complete stakeholder agreements (MOU's) for the wet and dry utility systems.

The CH2M Team will coordinate with DDOT/IPMA team 4, DMPED and DGS on technical documents to be incorporated by DGS into agreements with various stakeholders, if necessary.

It is assumed that DDOT will provide pertinent information for all other adjacent and relevant projects in a timely basis to CH2M.

No allowance has been included for WMATA costs associated with plan reviews associated with the stage 1 phase 1 infrastructure improvements as all work adjacent to the Congress Heights Metro Station has been removed from the stage 1, phase 1 project limits, and it is anticipated that the storm water work in the ravine will be deferred to phase 2 of stage 1. It is assumed no Design and Construction Agreement (DCA) will be required with WMATA for any design reviews and construction related costs for stage 1, phase 1 infrastructure improvements.

3.0 PREPARATION OF INTERMEDIATE (65%) DESIGN PACKAGE AND SUBMITTAL TO DDOT FOR REVIEW AND APPROVAL

All design plans will be prepared to be consistent with the Intermediate Construction Plan requirements established in the DDOT Design and Engineering Manual and the DDOT Standard Drawings.

All design plans will be prepared in Microstation, and meet the requirements of the DDOT Microstation V8i SS2 CAD Standards Manual. Plans will be accurate, legible, complete in design, and drawn to the appropriate scale. All plans will be furnished in reproducible form on material acceptable to the Department.

In accordance with the requirements listed in the DDOT DEM an intermediate plan submittal package will be developed including the following:

Intermediate Demolition Plans

Site demolition plans will be coordinated with project phasing documents. Utility demolition plans will be reviewed by respective utility company stakeholders, if appropriate, for coordination prior to intermediate design. Many of the existing utilities on East Campus are private or abandoned. Architectural building demolition plans for buildings 125, 127, 127A, and 129 will be updated after completion of the supplemental interior architectural survey to properly quantify, classify, and categorize the interior building elements for demolition. Building contamination reports for buildings 125, 127, 127A, and 129 are included in this scope.

Intermediate Street/Roadway Plans

Roadway plans will be further developed and refined to include: all survey data; establishment of profile grades; key map; existing conditions plan; plan and profile sheets (including geometric calculations); typical sections; summary of quantities; summary of drainage structures; storm sewer improvements and details; traffic control plans; sediment and erosion control plans; and other detail sheets necessary to convey the intent of the work required and complete the intermediate plan package submittal to DDOT.

Typical Sections

Typical sections will be further developed by CH2M in accordance with DDOT Design and Engineering Manual criteria.

Plan/Profile Sheets

The intermediate plans will be prepared in conformance with the DDOT Design and Engineering Manual. Paving and grading plans will show geometric changes and roadway geometry including dimensions, bearings and curve data for the construction baseline, median, ROW and curb and gutter line and related items to complete the intermediate plan package submittal to DDOT.

The plan sheets will be developed at a scale of 1" = 20'. The profile sheets will be developed at 1"=20' Horizontal and 1"=4' Vertical.

Intermediate Signalization Plans

The design of traffic signals for DDOT is based upon the previously listed standards and publications. Plans will be accurate, legible, and drawn to scale as directed by DDOT, for submittal with the intermediate plan package.

CH2M will not conduct any data collection for the project report. Existing traffic data and studies from the NEPA approvals of the East Campus roadway system will be utilized for the two traffic signal designs in stage 1, phase 1 improvements. The project signalization report will also to address the new traffic patterns, operations, and timing.

It is anticipated that all traffic signals in the corridor will be completely replaced in stage 1, but only one new signal will be constructed in stage 1, phase 1. A second signal at Cypress Drive SE and Martin Luther King Jr, Ave SE (MLK) will be designed for the ultimate widening of MLK, but the existing signal will remain in service until such time as MLK is widened to 5 lanes. Signal plans will be prepared at the following intersection for the stage 1, phase 1 part of this project:

- 12th Street SE and Alabama Avenue SE
- Cypress Street at MLK (Ultimate 5 lane configuration).

DDOT will provide as-built signal plans and signal communication system schematics prior to start of this design phase, if appropriate.

Intermediate Signing and Pavement Marking Plans

Signing and pavement marking plans will be prepared in accordance with the latest design standards and practices, the Manual on Uniform Traffic Control Devices (MUTCD), and DDOT Standard Specifications. The plans will include: widths of all cross-section elements, widths of crosswalks and widths of raised or marked medians and islands. Plans will be drawn to the appropriate scale, and complete to the appropriate level for the intermediate plan submittal package.

Grading and Drainage

Grading and drainage design will be completed to minimize earthwork operations and strive to obtain a balanced site. Where utility infrastructure is located within the future ROW of 13th Street SE, final roadway grades will not be designed or constructed with stage 1, phase 1 infrastructure improvements. Grading to provide adequate access to utilities will be provided.

Drainage structures will be designed per DDOT Standard drawings. LID measures will be incorporated in to the design where practical and as designated in the 30% design package and submitted with the intermediate plans package to DDOT.

See the Stormwater Management Plan Section for additional SWMP preparation and DDOEE intermediate plan package submission efforts.

Geotechnical Engineering and Pavement Design

The design team will review the geotechnical boring logs and laboratory testing and complete the geotechnical engineering and reporting. The analysis and geotechnical report will cover the followings:

1. Finalize the preliminary design and report for embankments, subgrade, and roadway pavement.

A draft pavement design report was prepared as part of the preliminary plans package. This report will be completed and submitted to the DDOT for review and comments as part of the intermediate (65%) plan package submittal. The report will identify and address special conditions and construction related issues, if appropriate.

Intermediate Wet & Dry Utility Plans

All plans will be prepared in accordance with DDOT design standards and the standards of the applicable utility provider. Plans will be accurate, legible, complete in design, and drawn to the appropriate scale. Intermediate (65%) plans for wet and dry utilities will be submitted to the respective utility companies and comments incorporated into the utility plans, prior to the D/B RFP issuance.

Landscape Design

The landscape elements will be based generally on the St. Elizabeths East Campus Redevelopment Concept Infrastructure Plan dated July 2012. Landscape plans will be in conformance with the section 106 MOA from the NEPA approvals for East Campus.

The landscape plans will be an integral part of the roadway construction plans as defined above and will be submitted for review by DDOT urban Forestry Administration (UFA), as part of the intermediate plans package submittal.

Maintenance of Traffic Plans

Traffic will be maintained on Alabama Avenue, Malcolm X Avenue, 8th Street, Martin Luther King Jr. Avenue, and all cross-streets throughout the construction duration of the project. Ingress and egress to the St. Elizabeth hospital entrance will not be modified or interrupted throughout the project duration. The Traffic Control Plan (TCP) will detail maintenance of traffic or construction phasing, patterns for traffic flow, temporary lighting, temporary drainage, appropriate signing and pavement marking and itemized quantities as part of the intermediate plans package submittal. The construction staging plans will also be included. The plans will be in conformance with DDOT, Work Zone Traffic Control Standards and Guidelines.

The TCP will comply with these general objectives:

- Maintain the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the project.
- Minimize the number of different TCP phases, i.e., number of different detours for a given traffic movement.
- Take advantage of newly constructed portions of the permanent facility as soon as possible, when it is in the best interest of traffic operations and construction activity.
- Maintain reasonably direct access to adjacent properties at all times.

The plans will provide a schedule of all Maintenance of Traffic related items and break down the quantities per phase of construction.

4.0 STORMWATER MANAGEMENT PLAN & DDDOEE INTERMEDIATE (65%) PLAN SUBMITTAL.

Scope of Work

CH2M will prepare a Stormwater Management Plan (SWMP) in accordance with the DDDOEE Stormwater Regulations (DCMR, T21, Ch. 5) and associated stormwater guidebook. The design will satisfy the District's Municipal Separate Storm Sewer System (MS4) Permit issued by the EPA.

A submittal will be made to DDDOEE at the intermediate (65%) complete level of plan preparation and comments from this submittal will be incorporated into the drainage design prior to the issuance of the D/B RFP.

Basis of Estimate

The following assumptions form the basis of this task of the scope of work. The scope of work and/or the budget may need to be adjusted if any of the following assumption becomes invalid:

1. DGS will facilitate and expedite the SWMP submittal review process with DDDOEE.

2. All roadways on St Elizabeths East Campus proposed in stage 1 and stage 1 infrastructure improvements except 13th Street SE are considered reconstruction of existing roadways and will be subject to Maximum Extent Practical (MEP) criteria under DDOEE stormwater regulations. 13th Street SE will be considered as new roadway construction.

3. DDOEE will provide LID standards and guidelines to CH2M for consideration in the design.

Deliverables	
Item	Due Date
65% SWMP	Concurrent with Intermediate Design Submittal

5.0 ENVIRONMENTAL SERVICES

Scope of Work

Environmental Services will be all completed within the scope of the intermediate plans package and will include the following:

Waters of the U.S. and Wetland Coordination

- No impacts to wetlands anticipated, per the current roadway design, will need to continue coordination with USACE to keep wetland delineation determination current.

Hazardous Materials

Fly Ash and Contaminated Soil

- Additional assessment will be conducted to further determine the extent of fly ash and soil contamination for roadway design purposes and to develop a draft cleanup plan for fly ash and contaminated soil as part of the intermediate plan package submittal.

Landscaping

- Coordination with DDOEE's Urban Forestry Division regarding tree removals, per the roadway design.

Cultural Resources

- Section 106 Memorandum of Agreement (MOA) commitments as noted below:

DGS and DDOEE, in conjunction with FHWA DC Division, will coordinate with the signatories during the design phase of the project, at specified milestones during design and construction, for design document reviews. Section 106 MOA signatories include: FHWA, DDOEE, DMPED, DCSHPO, ACHP.

6.0 SUPPORT THE PREPARATION BY DGS OF ONE STEP REQUEST FOR PROPOSALS (RFP) FOR DESIGN/BUILD PROCUREMENT OF STAGE 1 PHASE 1 IMPROVEMENTS.

Scope of work to develop RFP for the stage 1 phase 1 St Elizabeths infrastructure improvements project will all be completed concurrent with the intermediate plans package preparations except for the assistance with evaluation of the responses. Services to include:

1. Review current DGS RFP documents, including standard design build agreement and front end documents such as information to proposers (ITP), etc., and provide recommendations to revise existing templates for use with roadway and infrastructure improvements project.

Review with DGS staff, discussion, and subsequent recommendations on the following items will be part of this process:

- a) Project schedule (firm fixed date, calendar days, etc.)
 - b) Insurance requirements
 - c) Liquidated damages,
 - d) Retainage,
 - e) Bonding,
 - f) DBE, CBE, First Source,
 - g) Will a BAFO be required,
 - h) Conflict of Interest
2. Work with DGS to develop ITP documents if DGS does not have standard template.
 3. Work with DGS to develop evaluation criteria for RFP respondents.
 4. Develop/compile Reference Information Documents (RID) and Contract Data and Reports (CDR) for inclusion with the RFP at issuance/advertisement.
 5. Develop Technical Provisions relating to the work for stage 1 phase 1 improvements.
 6. Work with DGS to determine payment terms (lump sum, firm fixed price, pay items).
 7. Participate in DGS evaluations of RFP responses (if so desired), or act as technical advisors to evaluation committee.

7.0 PROJECT MANAGEMENT, UTILITY COORDINATION, PUBLIC OUTREACH & CIVIC ENGAGEMENT, AND STAKEHOLDER INVOLVEMENT FOR FINAL (100%) PLAN PACKAGE PREPARATION

Project Management

Project Management includes the following:

- Attend bi-weekly meetings with DGS team and D/B contractor and bi-weekly meetings with technical team including subcontractors on alternate weeks, and prepare minutes of meetings;
- Provide oversight, task management, and supervision for development of the design and plans for the project
- Provide ongoing coordination and communication with D/B contractor, DDOT and DGS/DMPED with respect to design issues;
- Monitor the task budgets, schedules, and scope of work;
- Provide program level weekly progress reports; and
- Provide monthly progress reports and invoices.

Deliverables	
Item	Due Date
Meeting Minutes	Weekly
Weekly Progress Reports	Weekly
Monthly Progress Reports and Invoices	Monthly

Utility Coordination

- Resolve potential or previously identified utility conflicts with intermediate design plans by modifying the design and/or designing utility relocations.
- Coordinate with utility companies to review the final plans.
- Continue to coordinate and facilitate meetings with the utility companies and permitting agencies.
- Coordinate with utility companies to ensure final design changes meet utility company requirements.
- Provide meeting minutes for all utility coordination meetings attended with members of DGS, the design team, utility companies, permitting agencies, or other utility stakeholders.
- Maintain a database of all utility coordination communication. Database shall include, but is not limited to: meeting minutes, emails, phone notes, contacts, etc..

Public Involvement & Civic Engagement

Up to two (2) additional Public Meetings that will be held during the final design stage and prior to the start of construction; one Public Information Meeting and one Ward 8 Transportation Committee Meeting are anticipated at this time for the project. CH2M Project Manager and Deputy Project Manager/Design Manager will attend meetings.

Stakeholder Coordination

The CH2M Team will attend meetings as necessary to coordinate on technical matters related to the design development, and will attend the following assumed number of meetings:

- Four (4) meetings for dry utilities, including PEPCO, DC Net, and Washington Gas;
- Two (2) meetings with DC Water related to the water, sanitary and storm sewer design reviews;
- Two (2) meetings with DDOT for lighting fixtures coordination;
- Two (2) meetings with DMPED and phase 1 Real Estate Development team; and
- One (1) meeting with WMATA related to the proposed stage 1, phase 1 infrastructure improvements to reconfirm they will not impact the Congress Heights Metro station and the Green Line tunnel.

CH2M Project Manager and Deputy Project Manager/Design Manager will attend meetings as necessary to expedite reviews and complete stakeholder agreements for the wet and dry utility systems.

The CH2M Team will coordinate with IPMA team 4, DMPED and the DDOT Legal Department on technical documents to be incorporated by the DDOT Legal Department into agreements with various stakeholders, if necessary.

No allowance has been included for WMATA costs associated with plan reviews associated with the stage 1 phase 1 infrastructure improvements as all work adjacent to the Congress Heights Metro Station has been removed from the stage 1, phase 1 project limits, and it is anticipated that the storm water work in the ravine will be deferred to phase 2 of stage 1. It is assumed no Design and Construction Agreement (DCA) will be required with WMATA for any design reviews and construction related costs for stage 1, phase 1 infrastructure improvements.

8.0 PREPARATION OF FINAL (100%) DESIGN PACKAGE AND SUBMITTAL TO DDOT FOR REVIEW AND APPROVAL

All design plans will be prepared to be consistent with the Final Construction Plan requirements established in the DDOT DEM and the DDOT Standard Drawings.

All design plans will be prepared in Microstation, and meet the requirements of the DDOT Microstation V8i SS2 CAD Standards Manual. Plans will be accurate, legible, complete in design, and drawn to the appropriate scale. All plans will be furnished in reproducible form on material acceptable to the Department.

In accordance with the requirements listed in the DDEM final plans package submittal will be developed including the following:

Final Demolition Plans

Site demolition plans will be coordinated with project phasing documents. Utility demolition plans will be reviewed by respective utility company stakeholders, if appropriate, for coordination prior to final design.

Many of the existing utilities on East Campus are private or abandoned. Architectural building demolition plans for buildings 125, 127, 127 A, and 129 will be finalized after comments are received on the intermediate plans package submittal.

Final Street/Roadway Plans

Roadway plans will be completed to final (100%) plan submittal package to include: all survey data; establishment of profile grades; key map; plan and profile sheets (including geometric calculations); typical sections; summary of quantities; summary of drainage structures; storm sewer improvements and details; traffic control plans; sediment and erosion control plans; and other detail sheets necessary to convey the intent of the work required.

Typical Sections

Typical sections will be further developed by CH2M in accordance with DDOT Design and Engineering Manual criteria and included in the final plan package submittal.

Plan/Profile Sheets

The final plans will be completed in conformance with the DDOT Design and Engineering Manual. All plans will be prepared in Microstation, in accordance with the latest DDOT CADD Standards. They will be furnished in reproducible form on material acceptable to DDOT. Paving and grading plans will show geometric changes and final roadway geometry including dimensions, bearings and curve data for the construction baseline, median, ROW and curb and gutter line. Other items will include: limits of disturbance; pavement removal and replacement areas; start and end of new curb and gutter; spot elevations; and widths driveways, sidewalks, and landscape spaces.

The plan sheets will be developed at a scale of 1" = 20'. The profile sheets will be developed at 1"=20' Horizontal and 1"=4' Vertical.

Final Signalization Plans

The design of traffic signals for DDOT is based upon the previously listed standards and publications. Final plans for the 2 signals will be accurate, legible, complete in design and drawn to the scale as directed by DDOT and furnished in reproducible form on material acceptable to the Department.

It is anticipated that all traffic signals in the corridor will be completely replaced in stage 1, but only one new signal will be constructed in stage 1, phase 1. A second signal at Cypress Drive SE and Martin Luther King Jr, Ave SE (MLK) will be designed for the ultimate widening of MLK, but the existing signal will remain in service until such time as MLK is widened to 5 lanes. Signal plans will be prepared at the following intersection for the stage 1, phase 1 part of this project:

- 12th Street SE and Alabama Avenue SE
- Cypress Street at MLK (Ultimate 5 lane configuration).

DDOT will provide as-built signal plans and signal communication system schematics prior to start of this design phase, if appropriate.

Final Signing and Pavement Marking Plans

Signing and pavement marking plans will be prepared by in accordance with the latest design standards and practices, the Manual on Uniform Traffic Control Devices (MUTCD), and DDOT Standard Specifications. The plans will include: widths of all cross-section elements, widths of crosswalks and widths of raised or marked medians and islands. Plans will be accurate, legible, complete in design, and drawn to the appropriate scale. All plans will be furnished in reproducible form on material acceptable to DDOT.

Grading and Drainage

Grading and drainage final design will be completed to minimize earthwork operations and strive to obtain a balanced site. Where utility infrastructure is located within the future ROW of 13th Street SE, final roadway grades will not be designed or constructed with stage 1, phase 1 infrastructure improvements. Grading to provide adequate access to utilities will be provided.

Drainage structures will be designed per DDOT Standard drawings. LID measures will be incorporated in to the design where practical and as designated in the 65% design submittal package and DDOEE review comments.

See the Stormwater Management Plan Section for additional SWMP preparation and DDOEE final plans package & permit submission efforts.

Geotechnical Engineering, and Pavement Design

A final pavement design report will be submitted to DDOT for review and comment as part of the final plan package submittal. In addition, the report will identify and address special conditions and construction related issues, if any, and address DDOT comments from the intermediate plan submittal review.

Final Wet & Dry Utility Plans

All plans will be prepared in accordance with DDOT design standards and the standards of the applicable utility provider. Plans will be accurate, legible, complete in design, and drawn to the appropriate scale. All plans will be furnished in reproducible form on material acceptable to the Department. Plans for wet and dry utilities will be submitted to respective utility companies and comments incorporated into the utility plans.

Final Landscape Design

Landscape final plans will be in conformance with the section 106 MOA from the NEPA approvals for East Campus.

The landscape plans will be an integral part of the final roadway construction plans and will be submitted to DDOT urban Forestry Administration (UFA) as part of the final plan package submittal.

Final Maintenance of Traffic Plans

The final Traffic Control Plan (TCP) will detail maintenance of traffic or construction phasing, patterns for traffic flow, temporary lighting, temporary drainage, appropriate signing and pavement marking and itemized quantities. The construction staging plans will also be included. The plans will be in conformance to DDOT, Work Zone Traffic Control Standards and Guidelines.

The TCP will comply with these general objectives:

- Maintain the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the project.
- Minimize the number of different TCP phases, i.e., number of different detours for a given traffic movement.
- Take advantage of newly constructed portions of the permanent facility as soon as possible, when it is in the best interest of traffic operations and construction activity.
- Traffic will be maintained on Alabama Avenue, Malcolm X Avenue, 8th Street, Martin Luther King Jr. Avenue, and all cross-streets throughout the construction duration of the project. Ingress and egress to the St. Elizabeth hospital entrance will not be interrupted throughout the project duration.
- Maintain reasonably direct access to adjacent properties at all times.

The plans will provide a schedule of all Maintenance of Traffic related items and break down the quantities per phase of construction, and will address any comments received from the intermediate plan submittal review.

9.0 FINAL STORMWATER MANAGEMENT PLAN, FINAL (100%) PLAN SUBMITTAL & DDOEE PERMIT

Scope of Work

CH2M will prepare the final Stormwater Management Plan (SWMP) in accordance with the DDOEE Stormwater Regulations (DCMR, T21, Ch. 5) and associated stormwater guidebook. The design will satisfy the District's Municipal Separate Storm Sewer System (MS4) Permit issued by the EPA.

Submittals will be made at the final (100%) complete level of plan preparation with comments from DDOEE review of the intermediate plan submittal package incorporated into the final drainage design.

Basis of Estimate

The following assumptions form the basis of this scope of work and cost estimate. The scope of work and/or the budget may need to be adjusted if any of the following assumption becomes invalid:

- DDOT will facilitate and expedite the SWMP submittal review process with DDOE.

- DDOT will fully reimburse CH2M for all permit application fees incurred. These are estimated at \$15,000 and included in this fee estimate, but if permit fees are in excess of this amount, CH2M reserves the right to adjust the permit fee allowance to cover additional costs of the permit;

Deliverables	
Item	Due Date
100% SWMP	Concurrent with Final Design Submittal

10.0 DELIVERABLES

Deliverables	
Item	Due Date
65% Plan Package Submittal to DDOT and DDOEE	December 4, 2015
100% Plan Package Submittal to DDOT & DDOEE	April 30, 2015 or 75 days after the D/B contract NTP is issued
CA services	Concurrent with the stage 1 phase 1 construction

11.0 CONSTRUCTION ADMINISTRATION - ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

CH2M HILL will provide up to 1300 hours of ESDC to support Construction Management (CM) consultant and inspectors for the following:

- Attend pre-construction meeting and construction meetings as necessary (up to an upset limit of 25 meetings);
- Address Requests for Information (RFI) with an upset limit of 40 RFI's
- Conduct site visits to construction site as necessary;
- Review CM weekly field reports as requested by DGS & DDOT;
- Address design issues identified by the CM or DDOT staff before or during construction;
- Provide change order evaluation support ;
- Review Value Engineering Proposals that are proposed by the contractor (if necessary);
- Review As-built plans;
- Reviewing contractor submittals. CH2M HILL will review the submittals including, but not limited to, the following:
 - Geotechnical monitoring shop drawings, qualifications, and plan
 - Traffic Signal shop drawings

- Drainage structure shop drawings
- MOT and pedestrian access plans if modified from final design plans
- Utility relocation submittals
- Lighting, CCTV, and structure grounding and bonding qualifications, material certifications, and catalog cuts.

All other support is excluded from this scope including any field services or fabrication site visits.

Key Staff:

Project Manager: Richard Staudinger

Deputy PM/Design Manager: Habib Diouf

QA/QC Manager: Marlon Smoker

Fees: The CH2M Team fee is for Time & Materials at the hourly rates in our A&E services IDIQ contract DCKA-2013-T-0068. Attached is a detailed spreadsheet summarizing major tasks and derivation of the budget for this task order. Total estimated fees are \$2,906,819.33. Fees are summarized below:

- Preparation of Intermediate Plans (65%) and associated (DDOEE, Env., etc.) tasks for a **LUMP SUM FEE OF \$1,291,032.66.**
- Assistance with Preparation of one step Design Build RFP and supporting documents on an hourly basis fee for a **NOT TO EXCEED BUDGET OF \$192,265.85.**
- Preparation of Final Plans (100%) and associated tasks (DDOEE, etc.) for a **LUMP SUM FEE OF \$928,566.16.**
- Construction Administration – Engineering Services During Construction (ESDC) on any hourly basis fee for a **NOT TO EXCEED BUDGET OF \$494,954.66.**

Basis of Estimate

The following assumptions form the basis of this scope of work and cost estimate. The scope of work and/or budget may need to be adjusted if any of the following assumptions becomes invalid:

- DGS to supply the plans in AutoCAD or Microstation for the building 117 demolition plans and the new walkway plans to CH2M. Also completed plans for the demolition of buildings 119 and 124 will be supplied by DGS once the D/B contract for their demolition is awarded.
- Intermediate and Final Plans will be prepared by CH2M for stage 1, phase 1 footprint of the project as shown in attachment 1.
- No PS&E or Final Bid Documents submittals or any cost estimating in Estimator software format are included in this scope of work.
- The stage 1, phase 1 footprint will eliminate any JDAC/WMATA interaction or approvals through JDAC (adjacent construction) associated with 13th Street SE and Congress Heights Metro station impacts.
- The stage 1, phase 1 footprint will eliminate work in the ravine on the DC Water storm sewer line (to be done in phase 2) and related interaction or approvals through JDAC/WMATA for the green line facilities in the ravine upstream of the outfall tie in locations for the sanitary and storm sewer outfall lines. This will require DC Water concurrence with deferring these storm water replacements in stage 1, phase 1.
- An agency technical review committee or appropriate mechanism will be established by DGS/DMPED to meet regularly during the intermediate and final design period to coordinate permit and application reviews. At a minimum this technical committee or appropriate mechanism should include DMPED, DDOEE and DGS. DDOT IPMA staff may also participate to facilitate expedited DDOT review of the intermediate and final plan packages.
- No modifications will be made to the existing St Elizabeths Hospital access roadway system and guard building under stage 1, phase 1 design and construction.
- No special ground improvement investigation and analysis are planned.
- No special site specific seismic analysis is needed.
- No special groundwater study is assumed for the pavement subgrade.
- It is assumed that no Environmental Compliance services are anticipated for this project.
- No Right-of-Way services or ROW Plats for Street Dedication are included in this scope of work.
- Demolition plans and demolition work for buildings 119, and 124 will be prepared, procured and managed through the District Department of General Services (DGS) separate from this contract, and buildings will have been removed from the stage 1, phase 1 infrastructure project area prior to the start of construction of the infrastructure improvements being designed in this scope of work.

- Demolition plans including hazardous waste characterization reports for the smaller four buildings 125, 127, 127A, and 129 will be prepared, procured and managed through this contract.
- Pepco, Verizon, and DC Net will be responsible for the design of their own cabling systems. CH2M team will be responsible for conduit and manhole system design, subject to Pepco, Verizon, and DC Net concurrences. CH2M will not be responsible for schedule delays due to delays caused by outside utility company design or construction schedules or delays in providing deliverables to DGS or the D/B contractor.
- Major re-evaluation and revisions of plan layouts between Intermediate and Final submittal packages initiated by the Design/Build contractor will be considered additional services and billed at hourly rates with a Not To Exceed (NTE) budget as established between CH2M and the D/B contractor.

MARTIN LUTHER KING JR. AVENUE SE

LIMITS OF
DISTURBANCE
AND STAGE 1
BOUNDARY

TO BE
CONSTRUCTED
IN STAGE 1
PHASE 2

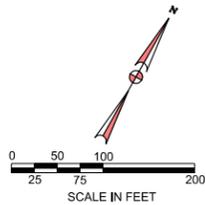
LIMITS OF
DISTURBANCE
AND STAGE 1/
PHASE 1
BOUNDARY

LIMITS OF
DISTURBANCE
AND STAGE 1/
PHASE 1
BOUNDARY

ALABAMA AVENUE SE



TO BE CONSTRUCTED
IN STAGE 1 PHASE 2



St. Elizabeths East Campus
ATTACHMENT 1 - STAGE 1 - PHASE 1
INFRASTRUCTURE PROJECT LIMITS
Prepared By: CH2M HILL
- Utility Mapping by AMT LLC
Topographic Mapping by Aerometric Inc
Datum - Maryland State Plan Coordinates NAD 83
- Vertical Datum DC DPW
Units of measurement U.S. Survey Foot.

St. Elizabeths East Campus - Stage 1 Infrastructure

Stage 1 Infrastructure FINAL DESIGN	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	Level of Effort		
	PM Intermediate Services	Utility Coordination, Public Outreach & Civic Engagement, and Stakeholder Involvement - INTERMEDIATE	65% Intermediate Design Plans	65% Special Provisions and Cost Estimate	Pavement Design Report	Surveying services	Environmental Haz Materials	One Step RFP development services	PM Final Services	Utility Coordination, Public Outreach & Civic Engagement, and Stakeholder Involvement - FINAL	100%Final Design Plans	100% Special Provisions and Cost Estimate	Construction Administration Services (ESDC)	Hours
Strategic Advisor	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Sr Technical/Consultant Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Sr Project Manager	0	0	0	0	0	0	0	0	0	0	0	70	70	\$ 17,635.80
Sr Engineer/Professional	0	0	0	0	80	0	0	0	0	0	0	48	128	\$ 32,593.92
Project Manager	260	200	36	16	8	24	16	200	260	120	48	80	380	\$ 385,302.40
Engineer III	0	0	250	48	48	0	0	380	0	0	160	80	0	\$ 218,779.68
Engineer II	0	0	350	120	0	0	48	0	0	0	400	120	170	\$ 207,449.84
Engineer I	120	80	700	200	24	48	36	0	120	80	700	180	400	\$ 378,416.64
	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Sr Technical	0	0	250	0	0	0	0	0	0	0	0	0	250	\$ 28,530.00
Technician/Designer	0	0	1500	0	0	0	0	0	0	0	1400	0	37	\$ 280,131.06
Construction Manager	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Sr Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Inspector	0	0	0	0	0	0	0	0	0	0	0	1056	1,056	\$ 145,791.36
Jr Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Technical III	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Technical II	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Technical I	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Sr Administrative	0	0	48	120	0	0	0	60	0	0	80	120	160	\$ 91,963.20
Administrative Support	120	120	54	80	0	16	16	40	120	80	80	80	20	\$ 86,127.02
Total Labor Hours	500	400	3,188	584	160	88	116	680	500	280	2,868	660	2,341	\$ 1,872,720.92

RATES	
\$349.64	
\$324.68	
\$251.94	
\$254.64	
\$233.80	
\$226.48	
\$171.73	
\$140.78	
\$0.00	
\$114.12	
\$95.36	
\$228.39	
\$190.47	
\$138.06	
\$103.39	
\$251.94	
\$217.56	
\$99.65	
\$156.40	
\$104.27	

12,365

Direct Expenses	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	Expense Budget
Travel	\$ 100	\$ 100	\$ 200	\$ 100	\$ -	\$ 200	\$ -	\$ 100	\$ 100	\$ 200	\$ 300	\$ 1,500
Subs with 3% markup			\$ 390,305.55		\$ 32,795.20	\$ 226,832.78	\$ 35,661.07			\$ 250,689.05	\$ 71,014.75	\$ 1,007,298.41
Repro.prdo.Exp, etc.			\$ 5,150							\$ 5,150	\$ -	\$ 10,300
DDOE costs	\$ -				\$ -	\$ -	\$ -	\$ -		\$ 15,000	\$ -	\$ 15,000

\$ 1,017,598.41
\$ 1,034,098

Task No. 4	1.00					6.00		8.00				11.00	Total Budgets	
Total Labor Budget	\$ 90,194.00	\$ 70,534.80	\$ 408,426.08	\$ 90,485.04	\$ 36,491.36	\$ 14,036.96	\$ 18,720.24	\$ 146,377.20	\$ 90,194.00	\$ 47,660.00	\$ 369,082.80	\$ 109,880.00	\$ 380,638.44	\$ 1,872,720.92
Total Expense Budget	\$ 100.00	\$ 100.00	\$ 395,655.55	\$ 100.00	\$ -	\$ 32,995.20	\$ 226,832.78	\$ 35,761.07	\$ 100.00	\$ 100.00	\$ 271,039.05	\$ -	\$ 71,314.75	\$ 1,034,098.41
Total Budget	\$ 90,294.00	\$ 70,634.80	\$ 804,081.63	\$ 90,585.04	\$ 36,491.36	\$ 47,032.16	\$ 245,553.02	\$ 182,138.27	\$ 90,294.00	\$ 47,760.00	\$ 640,121.85	\$ 109,880.00	\$ 451,953.19	\$ 2,906,819.33

\$ 1,872,720.92
\$ 2,906,819.33

Total Budget - Task 4													\$ 2,906,819.33
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	65% Intermediate Design	RFP	100% Final Design	CA Services	totals
Dry Utilities - T/G/E					
CBE/DHA	\$35,910.50	\$7,280.60	\$37,618.38	\$15,361.59	\$96,171.07
Building Demo					
CBE/DHA	\$27,513.99	\$7,280.60	\$19,092.85	\$15,361.59	\$69,249.03
Ward8/SBE Firms Misc Svcs					
SBE/DBE TBD	\$36,000.00	\$1,000.00	\$24,000.00	\$0.00	\$61,000.00
Drainage/LID					
Eng CBE/DHA	\$82,884.70	\$7,280.60	\$69,913.58	\$15,361.59	\$175,440.47
Wet Utilities - WSS					
CBE/DHA	\$126,128.24	\$7,280.60	\$77,762.62	\$15,361.59	\$226,533.05
Landscape Architecture					
CBE/TBD	\$70,500.00	\$4,500.00	\$15,000.00	\$7,500.00	\$97,500.00
Surveying					
AMT/CBE	\$31,840.00	\$0.00	\$0.00	\$0.00	\$31,840.00
Reproduction					
Blue Boy/CBE	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$10,000.00
Environmental					
CBE over Haley Aldrich	\$133,857.75	\$8,923.85	\$35,695.40	\$41,749.00	\$220,226.00
Subtotal for plans	\$378,937.43	\$34,622.40	\$243,387.43	\$68,946.36	\$1,017,598.41

CBE %	35.01%
-------	--------

\$1,017,598 w/3%

cross check \$1,017,598.41

DHA Delon Hampton Associates
AMT A Morton Thomas LLC

\$ 1,015,000.00
\$ 2,598.41

\$ 2,906,819.33
\$ 2,900,000.00

Exhibit B

Key Personnel

- Drainage structure shop drawings
- MOT and pedestrian access plans if modified from final design plans
- Utility relocation submittals
- Lighting, CCTV, and structure grounding and bonding qualifications, material certifications, and catalog cuts.

All other support is excluded from this scope including any field services or fabrication site visits.

Key Staff:

Project Manager: Richard Staudinger

Deputy PM/Design Manager: Habib Diouf

QA/QC Manager: Marlon Smoker

Fees: The CH2M Team fee is for Time & Materials at the hourly rates in our A&E services IDIQ contract DCKA-2013-T-0068. Attached is a detailed spreadsheet summarizing major tasks and derivation of the budget for this task order. Total estimated fees are \$2,906,819.33. Fees are summarized below:

- Preparation of Intermediate Plans (65%) and associated (DDOEE, Env., etc.) tasks for a **LUMP SUM FEE OF \$1,291,032.66.**
- Assistance with Preparation of one step Design Build RFP and supporting documents on an hourly basis fee for a **NOT TO EXCEED BUDGET OF \$192,265.85.**
- Preparation of Final Plans (100%) and associated tasks (DDOEE, etc.) for a **LUMP SUM FEE OF \$928,566.16.**
- Construction Administration – Engineering Services During Construction (ESDC) on any hourly basis fee for a **NOT TO EXCEED BUDGET OF \$494,954.66.**

Exhibit C

Schedule of Values and Hourly Rates

St. Elizabeths East Campus - Stage 1 Infrastructure

Stage 1 Infrastructure FINAL DESIGN	1.00		2.00		3.00		4.00		5.00		6.00		7.00		8.00		9.00		10.00		11.00		Level of Effort		
	PM Intermediate Services	Utility Coordination, Public Outreach & Civic Engagement, and Stakeholder Involvement - INTERMEDIATE	65% Intermediate Design Plans	65% Special Provisions and Cost Estimate	Pavement Design Report	Surveying services	Environmental Haz Materials	One Step RFP development services	PM Final Services	Utility Coordination, Public Outreach & Civic Engagement, and Stakeholder Involvement - FINAL	100%Final Design Plans	100% Special Provisions and Cost Estimate	Construction Administration Services (ESDC)	Hours	Labor Budget										
Strategic Advisor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Sr Technical/Consultant Exp	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Sr Project Manager	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	70	70	\$ 17,635.80
Sr Engineer/Professional	0	0	0	0	0	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	128	\$ 32,593.92
Project Manager	260	200	36	16	8	24	16	200	260	120	48	80	380	1,648	385,302.40										
Engineer III	0	0	250	48	48	0	0	380	0	0	160	80	0	966	\$ 218,779.68										
Engineer II	0	0	350	120	0	0	48	0	0	0	400	120	170	1,208	\$ 207,449.84										
Engineer I	120	80	700	200	24	48	36	0	120	80	700	180	400	2,688	\$ 378,416.64										
Sr Technical	0	0	250	0	0	0	0	0	0	0	0	0	0	250	\$ 28,530.00										
Technician/Designer	0	0	1500	0	0	0	0	0	0	0	1400	0	37	2,937	\$ 280,131.06										
Construction Manager	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -										
Sr Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -										
Inspector	0	0	0	0	0	0	0	0	0	0	0	0	1056	1,056	\$ 145,791.36										
Jr Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -										
Technical III	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -										
Technical II	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -										
Technical I	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -										
Sr Administrative	0	0	48	120	0	0	0	60	0	0	80	120	160	588	\$ 91,963.20										
Administrative Support	120	120	54	80	16	16	40	120	80	80	80	20	826	\$ 86,127.02											
Total Labor Hours	500	400	3,188	584	160	88	116	680	500	280	2,868	660	2,341	12,365	\$ 1,872,720.92										

RATES	
	\$349.64
	\$324.68
	\$251.94
	\$254.64
	\$233.80
	\$226.48
	\$171.73
	\$140.78
	\$0.00
	\$114.12
	\$95.36
	\$228.39
	\$190.47
	\$138.06
	\$103.39
	\$251.94
	\$217.56
	\$99.65
	\$156.40
	\$104.27

12,365

Direct Expenses	1.00		2.00		3.00		4.00		5.00		6.00		7.00		8.00		9.00		10.00		11.00		Expense Budget
Travel	\$ 100	\$ 100	\$ 200	\$ 100	\$ -	\$ 200	\$ -	\$ 100	\$ 100	\$ 100	\$ 200	\$ -	\$ 300	\$ 1,500									
Subs with 3% markup			\$ 390,305.55		\$ 32,795.20	\$ 226,832.78	\$ 35,661.07				\$ 250,689.05		\$ 71,014.75	\$ 1,007,298.41									
Repro.prdo.Exp, etc.			\$ 5,150								\$ 5,150		\$ -	\$ 10,300									
DDOE costs	\$ -				\$ -	\$ -	\$ -	\$ -			\$ 15,000		\$ -	\$ 15,000									
														\$ 1,017,598.41									
														\$ 1,034,098									

Task No. 4	1.00						6.00		8.00				11.00		Total Budgets
Total Labor Budget	\$ 90,194.00	\$ 70,534.80	\$ 408,426.08	\$ 90,485.04	\$ 36,491.36	\$ 14,036.96	\$ 18,720.24	\$ 146,377.20	\$ 90,194.00	\$ 47,660.00	\$ 369,082.80	\$ 109,880.00	\$ 380,638.44	\$ 1,872,720.92	
Total Expense Budget	\$ 100.00	\$ 100.00	\$ 395,655.55	\$ 100.00	\$ -	\$ 32,995.20	\$ 226,832.78	\$ 35,761.07	\$ 100.00	\$ 100.00	\$ 271,039.05	\$ -	\$ 71,314.75	\$ 1,034,098.41	
Total Budget	\$ 90,294.00	\$ 70,634.80	\$ 804,081.63	\$ 90,585.04	\$ 36,491.36	\$ 47,032.16	\$ 245,553.02	\$ 182,138.27	\$ 90,294.00	\$ 47,760.00	\$ 640,121.85	\$ 109,880.00	\$ 451,953.19	\$ 2,906,819.33	

Total Budget - Task 4														\$ 2,906,819.33
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Exhibit D

LSDBE Utilization

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION**



**OFFICE OF CIVIL RIGHTS
SBE/CBE UTILIZATION FORM**

CONTRACT/BID NO:		CBE GOAL:	35%
PROJECT NAME:	St. Elizabeths East Campus- Stage 1 Phase 1 Infrastructure Improvements	CONTRACT:	DCKA-2013-T-0068
CONTRACT VALUE:	\$2,906,819.33	CBE GOAL VALUE:	\$1,017,386.76

Please check one: **Original Plan** **Modified Plan**

I/We, (THE CONTRACTOR) **CH2M** hereby submit the following proposed plan for SBE/CBE participation, in keeping with requirements set forth in § 2-218.46. Performance and subcontracting requirements for construction and non-construction contracts; subcontracting plans. I/We understand and agree that the District Department of Transportation's Office of Civil Rights will review the below information and issue a decision as to approval or denial. **The Notice to Proceed (NTP) will not be issued until this document and all required attachments have been received and approved by the DDOT Office of Civil Rights!**

CBE PLAN			
Name & Address of SBE/CBE	Description of Work to be completed by SBE/CBE	Estimated Dollar Value of SBE/CBE Participation	% of SBE/CBE Participation
<i>See attached table</i>	SUPPLIES: CALCULATE at 60% of TOTAL		
TOTALS TO DATE: \$			

Failure to comply with these directives may prevent/delay the issuance of the NTP for this project.

The undersigned hereby further assures that the information included herein is true and correct, and that the CBE firm(s) listed herein have agreed to perform a commercially useful function stated in the work description noted for each firm. The undersigned further understands that no changes to the CBE Plan may be made without prior approval from the DDOT Office of Civil Rights.

CH2M HILL

Contractor

DATE: _____

Kathleen Penney

Print Name of Authorized Representative

Signature: _____

Signature of Authorized Representative

PROVISIONAL APPROVAL: _____ **DENIED:** _____

Final Approval to be granted upon receipt of copies of all Contracts for the above provisionally approved CBEs. Submit documents to the DDOT OCR/Representative within sixty (60) days from the date of Award. If not, Task Order/Contract referenced above may be rescinded.

FINAL APPROVAL: _____ **DENIED:** _____

Final Approval Denied: Contacted OCP to rescind Task Order/Contract: _____

COMMENT: _____

