This Amendment Number 8 is issued on April 12, 2016. Except as modified hereby, the Request for Proposals (“RFP”) remains unmodified.

**Item #1 Revised Contract Structure:**

The Department is revising the contract structure as outlined below to address certain risk issues inherent in the original approach. As part of these revisions, Offerors are now being asked to bid the following price components with the understanding that a definitive lump sum price will be negotiated post award. Appropriate conforming changes to the Form of Contract will be made at a later date.

- Preconstruction Fee
- Design Fee
- Design-Build Fee
- Lump Sum General Conditions
- Above Grade Demolition Lump Sum Price
- Contingency Percentage
- Unit and/or hourly rates for self-performed work

With the exception of the contingency percentage and unit/hourly rates for self-performed work, all of these cost elements should be bid as lump sum dollar amounts rather than as percentages. Offerors should identify in their proposal the elements of work that they intend to self-perform and for such work should include a set of unit rates and/or hourly rates for such work.

Upon award, the selected Design-Build will be required to work with the Architect/Engineer to progress the existing design documents to 100% complete construction documents.

Within fifteen (15) days after award, the Department and the selected Offeror shall meet to discuss self-performed work. The Department reserves the right to approve self-performed work in its sole and absolute discretion and no guarantee is made that the unit rates submitted by the Offeror will be approved by the Department. To the extent self-performed work is allowed, the price for such work must be consistent with current market prices for such work.

If self-performed work is not allowed by the Department or with regard to those elements of work that the Offeror does not intend to self-perform, the selected Offeror will be required to obtain at least three quotes from trade subcontractors for such work. Ultimately, the various cost components will be converted into a lump sum contract price that is equal to the sum of: (i) the
Preconstruction Fee as bid by the Offeror; (ii) the Design Fee as stipulated in the Architect/Engineer’s contract; (iii) the Design-Build Fee as bid by the Offeror; (iv) the Lump Sum General Conditions as bid by the Offeror; (v) Above Grade Demolition Lump Sum Price as bid by the Offeror; (vi) the approved cost of self-performed work; (vii) the cost of competitively bid subcontracts; and (viii) an amount equal to the contingency percentage multiplied times the items (i) through (vii). The Lump Sum Price shall be subject to review and approval by the Department.

For the avoidance of doubt, Offerors are advised as follows:

(i) The cost of insurances and bonds should be included in the Lump Sum General Conditions. Offerors should base the pricing of these elements on their individual estimate of the likely project costs as depicted in the preliminary drawings. Offerors will be required to assume the risk of any variation in the cost of these elements unless such variation is the result of a programmatic change directed by the Department.

(ii) The Above Grade Demolition Lump Sum Price relates to the cost of razing Buildings 129, 129, 127 and a portion of Building 127A (see Exhibit 4). The Offerors fee and general condition costs associated with that portion of the work should be included in the Above Grade Demolition Lump Sum Price. The intent is that such price should be able to be segregated and be a stand-alone number.

(iii) Unit rates associated with proposed self-performed work will not be evaluated as part of the price evaluation. However, should such rates appear to be excessive and out-of-line with current market conditions, the Department reserves the right to deem the proposal non-responsive.

Item #2 Scope of Work Clarifications:

- DOEE has agreed that there will be no substantial changes from the approved 65% plans for the LID and drainage system.
- DOEE has agreed that no further infiltration testing will be required between 65% plan submittal and final plan submittal.
- DOEE has requested that the underdrains be capped as shown in the attached plan sheet (see Exhibit 1).

Item #3 Request for Information (Additional Clarifications):

Q18. In regards to Question #3 in Addendum #4, Temporary power plans provided as Exhibit 4 show the existing substation and the power lines coming to it. It does not show where the new substation is located. Can we get a marked up copy of exact location of the substation and the power lines that need to be re-routed to the new substation?

Response- DGS does not believe there are any power lines to be relocated. Map of substation provided in Addendum #4, Exhibit 4, Drawing E101- the new substation is Building 129, which is shown behind building 119.

Q19. On all the Street Light Pole Information Sheets, it shows that Pendant Post Poles are to be 400W LED and the #16 Post Top Fixtures are to contain a 250W LED Fixture, is this correct?
1. DDOT Standards require a 100W LED Fixture for a #16 Cast Iron Pole and a Pendant Post Tear Drop would be a 200W LED Fixture. 400W LED and 250W LED Fixtures have not been developed yet.

Response-See attached excerpt from DDOT’s Streetlight Policy and Guideline (Exhibit 2). It states that #16 poles should be designed for a maximum of 250 watts. At the 65% design stage the conservative approach of using the maximum allowed was taken. During the next phase of the design, if a photometric analysis justifies it, a 100W LED will be acceptable.

Q20. The Street Light Pole Information Sheet on SL-5 (LP-79, LP-84, LP-85, LP-87, LP-88), show a #16 Cast Iron Pole to contain a "Decorative Arm with Tear Drop", is this meant to be a 28ft Pendant Post Pole with Decorative arm and Teardrop?

Response-All asterisks calling for a Decorative Arm with Teardrops shall be the 28 ft. Pendant Post Pole with decorative Teardrop.

Q21. Inside the St. Elizabeth's property, how many existing light poles are there to be removed? The drawings do not show any existing poles within St. Elizabeth's property.

Response-All poles within the St. Elizabeth’s property are private poles. Any poles located within the future ROW limits that are in conflict with Stage 1 Phase 1 Infrastructure Improvements are to be removed by the contractor.

Q22. On sheet SL-7, it shows L-122 conduit feed to be coming from SL-11. On sheet SL-11 there are no underground conduits that are shown. It does show a Street Light Pole Information sheet for a total of (5) Light Poles (L123-L127). Is the Contractor to assume responsibility to complete the underground and placement of the light poles that are shown on SL-11. This work shown is beyond the Phase 1 limits. Please clarify.

Response-L 116, L 120, L121 and L122 on sheet SL-7 and all the streetlights on sheet SL-11 are deferred to Stage 1 Phase II work.

Item #4 Section A.9 Attachments

Delete- Form of Offer Letter
Insert- Form of Offer Letter (revised) (Exhibit 3)

Supporting Document:
Exhibit 1- Capped Underdrain Example
Exhibit 2- DDOT’s Streetlight Policy and Guideline
Exhibit 3- Form of Offer Letter (revised)
Exhibit 4- Above Grade Demolition
Exhibit 1
Capped Underdrain Example
Exhibit 2
DDOT’s Streetlight Policy and Guideline
MEMORANDUM

TO: Richard Staudinger  
Project Manager  
CH2M Hill

FROM: Julienne Bautista  
Environmental Engineer  
Department of Energy and Environment

CC: Mamo Assefa  
Project Engineer  
Delon Hampton & Associates

DATE: March 3, 2016

SUBJECT: DGS St. Elizabeth’s Stage I Phase I 65% Stormwater Report and Plan

Richard,

Below is list of the comments that need clarification at the 90% MEP Design submittal:

- Comments #2-5 After reading the MOU, it is a great concern that at 100% that the plans may change. DOEE would prefer to see everything at 90% so we can provide approval at 100%.
- Comments #8-11 DOEE needs to see the design calculations at 90%.
- Comments #14-17 DOEE would like to see the standard details used by DDOT for these features: 621.41, 621.50, 621.51, & 621.52.
- Comment #43 was not included in the revised stormwater report (submitted 2/18/2016). Add to page 1-5 after the discussion regarding Sycamore Street.
- Add utility information to DAM maps in the stormwater report since there’s discussion of utility constraints throughout the report.
- We need to schedule a follow-up meeting to decide on the appropriate number of infiltration tests required.

As discussed at our meeting on 2/12, the project meets **65% MEP Concurrence with comments** and will be noted in the database as such.

Let me know if you have additional questions or concerns.

Regards,

[Signature]

Julienne Bautista
Attachments: DOEE-SWMRmatrix65%submittal-JBautista.pdf
Exhibit 3
Form of Offer Letter (revised)
District of Columbia Department of General Services  
2000 14th Street, NW  
Washington, D.C. 20009  

Attn.: Mr. Christopher Weaver  
Director  

Reference: Request for Proposals  
Design-Build Services – St Elizabeths East Campus Stage 1 Phase 1 Infrastructure Improvements  

Dear Mr. Weaver:  

On behalf of [INSERT NAME OF BIDDER] (the “Offeror”), I am pleased to submit this proposal in response to the Department of General Services’ (the “Department” or “DGS”) Request for Proposals (the “RFP”) to provide design-build services for St Elizabeths East Campus Stage 1 Phase 1 Infrastructure Improvements. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the “Bid Documents”) and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit the Offeror’s Bid in response to the RFP. The Offeror’s proposal, the Preconstruction Fee, the Design Fee, the Design-Build Fee, the Lump Sum General Conditions, the Above Grade Demolition Lump Sum Price, The Unit and/or Hourly Rates for Self-Performed Work, and the Contingency Percentage (as defined in paragraph A) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Preconstruction Fee, the Design Fee, the Design-Build Fee, the Lump Sum General Conditions, the Above Grade Demolition Lump Sum Price, The Unit and/or Hourly Rates for Self-Performed Work, and the Contingency Percentage are referred to as the “Offeror’s Bid”).  

The Offeror’s Bid is as follows:  

The Preconstruction Fee is: $_____________________
The Design Fee is: $_____________________
The Design-Build Fee is: $_____________________
The Lump Sum General Conditions is: $_____________________
The Above Grade Demolition Price is: $_____________________
The Contingency Percentage is: $_____________________
The Unit/Hourly Rates for Self-Performed Work are: $(attach list as required)

The Offeror further acknowledges and understands that the Preconstruction Fee, the Design Fee, the Design-Build Fee, the Lump Sum General Conditions, and the Above Grade Demolition Price are firm, fixed prices and other than as permitted in the Form of Contract will not be subject to further adjustment.

The Offeror further acknowledges that the Lump Sum Contract Price will be established as the sum of the following (i) the Preconstruction Fee as bid by the Offeror; (ii) the Design Fee as stipulated in the Architect/Engineer’s contract; (iii) the Design-Build Fee as bid by the Offeror; (iv) the Lump Sum General Conditions as bid by the Offeror; (v) Above Grade Demolition Lump Sum Price as bid by the Offeror; (vi) the approved cost of self-performed work; (vii) the cost of competitively bid subcontracts; and (viii) an amount equal to the contingency percentage multiplied times the items (i) through (vii) (such amount, the “Contingency”). The Offeror acknowledges that the Contingency will be the sole amount included in the Lump Sum Contract Price for work that would not be considered a Change under the terms of the Form of Contract, including, but not limited to risks assumed by the Design-Builder under the Form of Contract. The Offeror also acknowledges that two percent (2%) of the Lump Sum Price will be at-risk, and the selected Offeror will only be entitled to such amount as set forth in the Form of Contract.

The Offeror’s Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred and twenty (120) days after the date of the bid.

2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the Notice of Award. In the event the Offeror fails to do so, the Department shall have the right to levy upon the Offeror’s bid bond.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror’s Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror’s Bid. In addition to any other remedies that the Department may have at law or in equity, the Department shall have the right to levy upon Bidder’s Bid Bond in the event of a breach of this paragraph 3.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror’s proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS “A MUTUALLY ACCEPTABLE CONTRACT” ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]
6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, “LSDBE Certified Companies”) from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror’s Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: __________________________
Name: __________________________
Title: __________________________
Exhibit 4
Above Grade Demolition
BUILDING 117 - ADDITIONAL DATA

NUMBER OF STORES: TWO (2) - BASEMENT

PRESENTATORY BLG. MATERIALS:

EXTERNAL WALLS: CONCRETE BLOCK AND CONCRETE ACCESS.

INTERIOR WALLS: STUDS AND CMU.

EXTERIOR WINDOWS: ALUMINUM FRAME.

FLOOR SLABS: CONCRETE.

ROOF: FLAT WITH BUILT-UP ROOFING AND PROTECTIVE CRAP.

ELEVATOR: ONE (1).

CONVEYOR: ONE (1).

GROUND AREA: 23,740 SF.

GROUND AREA CALCULATION:

BASEMENT: 29,640 SF.

FOURTH FLOOR: 29,640 SF.

THIRD FLOOR: 29,640 SF.

FOURTH FLOOR: 29,640 SF.

FIFTH FLOOR: 29,640 SF.

MECHANICAL: 9,800 SF.

TOTAL: 123,700 SF.

BUILDING 119 - ADDITIONAL DATA

NUMBER OF STORES: FOUR (4) - BASEMENT + MECHANICAL.

PRESENTATORY BLG. MATERIALS:

EXTERNAL WALLS: CONCRETE BLOCK AND CONCRETE ACCESS.

INTERIOR WALLS: CMU.

EXTERIOR WINDOWS: ALUMINUM FRAME.

FLOOR SLABS: CONCRETE.

ROOF: FLAT WITH BUILT-UP ROOFING AND PROTECTIVE CRAP.

ELEVATOR: THREE (3).

CONVEYOR: ONE (1).

GROUND AREA: 23,740 SF.

GROUND AREA CALCULATION:

BASEMENT: 29,640 SF.

FOURTH FLOOR: 29,640 SF.

THIRD FLOOR: 29,640 SF.

FOURTH FLOOR: 29,640 SF.

FIFTH FLOOR: 29,640 SF.

MECHANICAL: 9,800 SF.

TOTAL: 123,700 SF.

CONNECTING BRIDGE BETWEEN BUILDINGS 117 & 119

NUMBER OF STORES: THREE (3).

PRESENTATORY BLG. MATERIALS:

EXTERNAL WALLS: CONCRETE BLOCK AND CONCRETE ACCESS.

INTERIOR WALLS: CMU.

EXTERIOR WINDOWS: ALUMINUM FRAME.

FLOOR SLABS: CONCRETE.

ROOF: FLAT WITH BUILT-UP ROOFING AND PROTECTIVE CRAP.

ELEVATOR: ONE (1).

GROUND AREA: 23,740 SF.

GROUND AREA CALCULATION:

BASEMENT: 29,640 SF.

FOURTH FLOOR: 29,640 SF.

THIRD FLOOR: 29,640 SF.

FOURTH FLOOR: 29,640 SF.

FIFTH FLOOR: 29,640 SF.

MECHANICAL: 9,800 SF.

TOTAL: 123,700 SF.
PHOTO NUMBER, REFER TO DWG. AD-127-2

EXISTING TREE APPROX. LOCATION

GENERAL NOTES:

1. REFER TO DWG. NO. AD-127-2 FOR GENERAL DEMOLITION notes, RESTRICTIVE CONDITIONS AND MAPPING DATA.

2. ACCESS TO PHOTO No. 127 IS NOT AVAILABLE AT THE TIME OF THE PREPARATION OF THE DOCUMENT. AS SUCH, ITEMS OR CONDITIONS TO BE REMOVED COULD NOT BE RECORDED. THEREFORE IT IS CONTRACTOR'S RESPONSIBILITY TO ESTABLISH RELATION BETWEEN BLDG 93 & 127 PRIOR DEMOLITION.

3. UNLESS NOTED OTH - BLDG. 127 IS NURSERY. CONTRACTOR SHALL AS SOON AS POSSIBLE AFTER REMOVAL CLEAR ALL VEGETATION GROWTH ON EYES AND CLEAR DEBRIS FROM DEMOLITION WORK.

4. REFER TO DWG. NO. GN-DOO1 FOR GENERAL DEMOLITION NOTES,

RECYCLING CRITERIA AND BUILDING DATA

ACCESS TO BLDG. 93 WAS NOT POSSIBLE AT THE TIME OF THE PREPARATION OF THIS DOCUMENT. AS SUCH, EXTENT OF CONSTRUCTION TO BE REMOVED COULD NOT BE DETERMINED. THEREFORE IT IS CONTRACTOR'S RESPONSIBILITY TO ESTABLISH RELATION BETWEEN BLDG 93 & 127 PRIOR REMOVAL.

PARTIAL SITE PLAN

D.C. DEPARTMENT OF TRANSPORTATION
INFRASTRUCTURE PROJECT MANAGEMENT ADMINISTRATION
PROJECT MANAGEMENT DIVISION

ST. ELIZABETH'S EAST CAMPUS
STAGE 1 INFRASTRUCTURE
ARCHITECTURAL DEMOLITION
PARTIAL PLAN AND EXTERIOR PHOTOS
BUILDING 127