

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



[DATE]

[Contractor's address]

Reference: Request For Proposals No. DCAM-23-CS-RFP-0014 (“RFP”) – Design-Build Services for Hillcrest Aquatic Center

Subject: **Notice to Proceed and Letter Contract**

Dear Mr. Ranjbar,

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

1. **Letter Contract.** This is a Letter Contract between the Contractor and the District of Columbia Government, acting by and through its Department of General Services (“DGS” or the “Department”), and shall govern our relationship until such time as a final contract is entered into for the work described in the above-referenced RFP (the “Definitized Contract”); provided, however, that to the extent an issue is not covered in this Letter Contract, the RFP shall govern. Once the Definitized Contract is executed by an authorized Contracting Officer, this Letter Contract shall automatically terminate and merge into the Definitized Contract.
2. **Scope of Work.** The Contractor shall provide Design-Build Services for Hillcrest Aquatic Center, located at 3100 Denver Street SE, Washington, DC 20020, as described in the Contractor’s Proposal dated _____ submitted in response to the subject RFP.
3. **Deliverables.** In connection with the services provided pursuant to this Letter Contract, the Contractor shall provide, at a minimum, the deliverables in accordance with the requirements in the RFP and Form of Contract to the Department’s Program Manager and in the referenced instances to the Contracting Officer.

In the event that the Contractor fails to timely submit any such deliverable, the Contractor shall pay to the Department as a disincentive fee Two Thousand and Five Hundred Dollars (\$2,500.00) plus Five Hundred Dollars (\$500.00) per day after receiving written notice from the Contracting Officer of failure to submit each deliverable. This remedy is cumulative and does not limit any other right or remedy of the Department under the contract or applicable District law.

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

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

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

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

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

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

A - Key Personnel of the Design-Builder:

- (i) Field Superintendent; (ii) Project Manager; and (iii) Safety/Quality Assurance/Quality Control Manager

B - Key Personnel of the Architect/Engineer:

- (i) the Design Principal-in-Charge; (ii) the Project Designer; (iii) the Project Architect; (iv) the Civil Engineer; (v) the Key Mechanical, Electrical and Plumbing (MEP) Engineers; (vi) the Pool Consultant; (vii) and the Landscape Architect.

It is contemplated that these Key Personnel will work from the design stage, purchasing, and throughout the bulk of the fieldwork. The Design-Builder’s obligation to provide adequate staffing is

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

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

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

Electronic storage and transmission of information via ProjectTeam system shall be compliant with the provisions of DGS document security.

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

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

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

14. Trade Work/Site Control. Unless otherwise directed by the Department, the Contractor shall not perform any trade work or take control of the site. Any authorization to proceed with trade work will include appropriate provisions relating to compliance documents (first source employment

agreement, Department of Small and Local Business Development (DSLBD)), bonds, insurance, and safety procedures. At a minimum, however, the Department's Standard Contract Provisions for Construction shall apply. In addition to the requirements set forth in any such subsequent authorization, prior to executing this Letter Contract, the Contractor shall provide the Department's Contracting Officer with certificates evidencing insurance, a payment and performance bond having a penal value equal to the then value of the Letter Contract and the Contractor's agreement of indemnity. In the event the Contractor fails to provide the Department with such certificates of insurance, the agreement for indemnity or bond, the Department may withhold any subsequent payment until such documents are provided.

15. Entire Agreement; Modification. This Letter Contract, along with the Standard Contract Provisions, (**Exhibit B1** – Architectural & Engineering Services and **Exhibit B2** – Construction Services) supersede all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to this Letter Contract shall be effective against the Department and unless made in writing signed by the Department. Notwithstanding the provisions of this Section 14, nothing herein shall limit the Department's ability to unilaterally modify this Letter Contract.

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

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

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

19. Campaign Finance Reform Act. Prior to the execution of the Contract, the Design-Builder shall complete and submit to the Department a completed Campaign Finance Reform Act Self-Certification Form, **Exhibit H**, pursuant to D.C. Official Code § 1-1161.01.

ISSUED BY:
The Department of General Services

ACCEPTED BY:

By: _____
Name: Obaidullah Ranjbar
Title: Contracting Officer
Date: _____

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