

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



**REQUEST FOR PROPOSALS
A DESIGN-BUILD PROJECT**

March 6, 2018

Set-Aside for Participation by Certified Business Enterprises (SBEs) Only

EASTERN MARKET METRO PARK

Solicitation Number: DCAM-18-CS-0059

Proposal Due Date: April 10, 2018 by 2:00pm

Pre-Proposal Conference: March 15th at 1:00 pm

To be held at:

**Eastern Market North Hall
225 7th St SE, Washington, D.C., 20003**

PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS

This RFP is designated only for small certified business enterprise (SBE) Contractors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended. ONLY Contractors that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE are eligible.

1.0 Procurement Overview

The Department of General Services (the “Department” or “DGS”) submits this Request for Proposals (“RFP”) to solicit design-build proposals (“Proposal(s)”) from offerors or bidders (“Offeror(s)”) interested in contracting to serve as the design-builder (“Design-Builder”) for the Eastern Market Metro Park Project, intended to improve the public space surrounding the Eastern Market Metro (the “Project”). The purpose of this RFP is to determine which Offeror will be awarded the Design-Build contract (“Agreement” or “Contract”) for the Project.

1.1 Project Overview

The Department is issuing this RFP to engage a Design-Builder to improve the public space surrounding the Eastern Market Metro. The Project includes, among other things design, preconstruction and construction services to transform Metro Park into a safe and thriving “Town Square” that provides direct transit access while supporting social activities and programmatic objectives for the historic Capitol Hill community (collectively the “Work”).

DGS is soliciting proposals for a Design-Builder to provide landscape architectural, urban design, engineering consulting, and design-build services for the redevelopment and revitalization of the Eastern Market Metro Park (“EMMP”). The Design-Builder will be required to create and shepherd a “Master Park Plan” through a collaborative and iterative process that involves the Capitol Hill community and multiple review agencies that include the National Park Service (“NPS”), Commission of Fine Arts (“CFA”), Historical Preservation Review Board (“HPRB”), District Department of Transportation (“DDOT”), District Department of Parks and Recreation (“DPR”), Office of Planning (“OP”), National Capitol Planning Commission (“NCPC”), District Department of the Environment (“DDOE”), and the Department of General Services (“DGS”). The design process will begin with conceptual sketches and will end with a stamped and 100% bid-ready set of Permit drawings. Additionally, the firm will prepare, apply, and obtain final building permits with DCRA and all other involved DC Government agencies.

The key design review milestones (30%, 50%, and 90%) are structured to align with the entitlement and community engagement processes in order to achieve a unified vision that balances social, environmental, historical, transportation, and resiliency goals. During the course of the design and planning phase, the Design-Builder shall regularly meet with DGS, DPR,

DDOT, OP and other stakeholders in order to obtain input on all aspects of the park’s design evolution. Biweekly meetings are anticipated.

1.2 Project Background

The EMMP’s design will reflect the District’s goals of public life, health and wellness, multi-modal safety, bicycle and pedestrian connectivity, urban resiliency, and sustainability by creating a welcoming, safe, and enjoyable day and night time park destination. The EMMP will meaningfully contribute to a sense of place that fits within Capitol Hill’s unique, diverse, and multi-generational community identity

The EMMP Project is the result of a 2013 urban design study and transportation management plan (“Community-Led Park Plan”) commissioned by Barracks Row Main Street to improve the public space surrounding the Eastern Market Metro. The study included extensive community outreach over a two-year period, which resulted in the Community-Led Park Plan, which will be utilized as the “basis of design” for the District-design review process. The District of Columbia’s Comprehensive Plan (Volume II Area Elements, Chapter 15 Capitol Hill Area Element, 2006) seeks to enhance the Metro Park’s ability to function as a “major transfer point” that delivers high quality and seamless multi-modal park and transit connectivity. Transportation-related issues, including pedestrian and bicycle accessibility to the park, metro, and bus/shuttle/ride hailing services are of particular importance. All modes of travel will all need to be accommodated by the park/plaza’s design. Ultimately the quality of park and transit experience between all modes of travel along with promoting public life will be the park design’s greatest goals. Enhancing the pedestrian and park experience with high quality design, streetscapes, and pedestrian links that improve park accessibility and inter/intra-park connectivity will be key in creating the dynamic urban park envisioned by the community.

The EMMP project’s Master Park Plan should celebrate the experience of culture, nature, recreation, and public life, the plan will create a renewed and shared sense of pride and identity for the Eastern market community. DGS seeks to deliver the highest quality people-centered urban park for the Capitol Hill community. The enhancement of public space should focus on connecting people with each other and with their community, by offering a variety of distinct recreation, leisure, and natural experiences. EMMP seeks to knit together the new and existing neighborhoods and build a heightened sense of place, pride, and identity for the community. The EMMP Master Park Plan will support a diverse range of day and night park experiences through creative and flexible multi-use spaces that allow for a variety of active park programming, cultural events, and multi-generational uses. Eastern Market Metro Park’s design elements will include:

- o Resiliency (People, Place, Knowledge, and Organization)
- o History, Culture, and Public Art
- o Parks, Recreation, and Leisure (including a playground and other play features, as well as space for active and passive recreation)
- o Multi-Modal Connectivity and Safety

- o Public Life
- o Landmarks and Viewsheds
- o Great Streets/Green, Smart, and Complete Streetscapes
- o Integrating Nature; Biophilia, Green infrastructure and SWM
- o Plaza Activation/Place making Strategies
- o Multi-Generational and Multi-Cultural Considerations
- o Flexible Programmable Spaces
- o CEPTED Design, Park Safety and Security
- o Park Analytics (smart technology)

1.3 Project Budget and Funding Limitations

The Design-Builder selected through this procurement will be required to complete the design for the entire site (a “Master Park Plan”) including entitlements for the entire Master Park Plan, as well as a partial build out to budget, to-be-designated as Phase 1. The current funding for the complete Master Park Plan and Phase 1 construction is \$4.5 million (allocated through fiscal year 2020). The Master Park Plan will include a phasing plan that makes strategic recommendations as to how the Master Park Plan is phased in as additional funding does or does not become available. Subsequent phased package(s) for construction work beyond the initial Phase 1 work will be bid out separately in subsequent procurements using the approved EMMP Master Park Plan drawings, and phasing plan as funds are made available. Additional funding will be sought for future phases based upon the recommendations of the design-build team. It is imperative that critical elements of the overall design be noted as such, so that they will not be altered in the case that future construction phases do not transpire immediately. Offerors are to base their Proposals on the currently approved budget. Upon award, the Agreement for Design-Build Services, with a Target GMP in this amount, will be submitted to the Council of the District of Columbia for approval. An initial not to exceed amount (“Initial NTE Amount”) will be included in the Agreement for Design-Build Services in accordance with the available FY18 funding.

1.4 Compensation

As is more fully described in the Agreement, this will be a cost plus a fixed fee with a guaranteed maximum price (“Guaranteed Maximum Price” or “GMP”) type Contract. The Agreement will be issued via Amendment to the RFP as **Attachment L**, Design-Build Agreement. Offerors are not required to submit trade costs or a proposed GMP with their Proposals. Those costs will be developed later in the Project in accordance with the procedures set forth in **Part 2** of this RFP. Offerors are advised, however, that adjustments will only be made to the fees and the maximum cost of general conditions should (i) the overall dollar amounts allocated for the Project increase by more than (10%) above the approved budget for the Project as of the date of issuance of this RFP; or (ii) if the Department elects to delay or extend the Project schedule beyond that described herein for reasons other than delay caused by the Design-Builder, and in such an instance, only in accordance with the terms of the resulting Agreement, which is set forth as **Attachment L**.

1.5 Milestones and Substantial Completion Date

The final Design Development submittal is anticipated in February 2019. The entire Project shall be Substantially Completed by May 31, 2020 (the “Substantial Completion Date”).

1.6 Project Delivery Method and Schedule

The Department intends to implement the Project through a design-build approach. The scope of work for the Project (“Scope of Work”) will be divided into two phases: (i) the Design and Preconstruction Phase (to include certain Pre-Design services); and (ii) the Construction Phase.

During the Design and Preconstruction Phase, the selected Design-Builder, in consultation with the Department, will be required to (i) complete any required research and exploration necessary to fully understand the Project’s established history, goals, and context; (ii) develop and advance the design in accordance with the Department’s programming requirements to permit drawings/specifications and submit for permit(s); (ii) progress the permit drawings/specifications for the Project to construction documents (“Construction Documents”); (iii) participate in any on-going community engagement process; and (iv) develop a GMP for the Project. In developing the GMP, the Design-Builder will be required to obtain quotes from trade subcontractors based on the approved design documents. The process by which the GMP will be formed is more fully described in the Agreement. Construction and construction administration services for early authorized work (e.g., abatement and demolition) may also occur.

During the Construction Phase, the Design-Builder, in consultation with the Department, will be required to provide construction and construction administration services to (i) selectively demolish existing structures, if necessary; (ii) conduct abatement of hazardous materials, if necessary; and (iii) construct the approved design no later than the Substantial Completion Date. A proposed Project schedule is included as **Attachment Q**.

Further, the Department has established the following preliminary milestone dates for the Project. While the Department is amenable to shifting the interim design milestones dates, the Department requires that the design development documents, which will serve as the basis for the Design-Builder’s GMP, be completed no later than February 2019. Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for DGS and other stakeholder design reviews reflected in the milestone schedule below.

- Community Kick off meeting May 31, 2018
- Conceptual design review July 15, 2018 (12 weeks from NTP)
- Schematic Design review October 15, 2018
- Design Development review January 15, 2019

- Project Permitting March 15, 2019
- Construction kick off meeting July 30, 2019
- Construction completion May 2020

1.7 Department Designated Point of Contact

The Department’s sole point of contact (“POC”) for matters related to this RFP is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with the Department’s POC about the Project or this RFP shall be sent in writing to:

Name: Elouise Fripp
 Title: Contract Specialist
 Department of General Services
 Contracts and Procurement Division
 2000 14th Street, NW, 8th Floor
 Washington, DC 20009

Mailing address: 2000 14th Street, NW, 8th Floor
 Washington, DC 20009

Phone: (202) 727-2733
 E-mail: elouise.fripp@dc.gov

The Department disclaims the accuracy of information derived from any source other than the Department’s POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror’s point of contact identified in the Submission. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with Eastern Market Metro Park Design-Build Services and DCAM-18-CS-0059.

1.7 Design-Builder Designated Point of Contact

All Offerors responding to this RFP shall provide the name, address, phone number and email address of its designated point of contact to the Department’s POC as part of its proposal, as noted in **Section 1.6**. Offerors shall notify the Department of any changes in the Offeror’s designated point of contact’s information. Notification of change(s) may be communicated by email and shall be as soon as practicable following the event(s) causing the change(s). Failure to identify a designated point of contact in writing may result in the Offeror failing to receive post-bid addenda or other important communications from the Department, for which the Department shall not be responsible.

1.8 Procurement Schedule and Project Milestones

The Department anticipates conducting the procurement of the Project in accordance with the following list of milestones leading to award of the Agreement. The schedule is subject to revision and the Department reserves the right to modify this schedule as it finds necessary, in its sole discretion.

1.8.1 RFP Schedule

- RFP Advertisement: 3/6/18
- Pre-Proposal Conference: 3/15/18
- RFP Questions due to the Department: 3/20/18
- Proposals Submission Due date: 4/10/18 at 2:00 PM
- Notice of intent to award approximately 4/30/18
- Notice to Proceed / Letter Contract (if any) approximately 5/7/18

1.8.2 Project Schedule

The Department has established the following milestones for the Agreement completion dates for the Project, and Offerors shall base their Proposals on such milestones.

1.8.2.1 Substantial Completion Date shall be no later than the date set forth in **Section 1.5**; and

1.8.2.2 If an Offeror proposes a Substantial Completion Date earlier than that shown in **Section 1.5**, and the Department agrees to such proposed date, such proposed date will be deemed by the Department as the contractual Substantial Completion Date for the Agreement for all purposes, including liquidated damages.

1.9 Selection Criteria

Proposals will be evaluated in accordance with **Part 3** of this RFP.

1.10 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSBDE”) participate in this Project as fully described in **Part 4** of this RFP.

In addition to LSDBE participation as described in **Part 4** of the RFP, the Department requires that District of Columbia (“District”) residents participate in the Project to the greatest extent possible.

1.11 RFP Documents

The documents included in this RFP consist of this RFP in all of its parts, all addenda, attachments and exhibits contained or identified in the RFP’s sections (Collectively the “RFP Documents”). Each Offeror shall review the RFP Documents and provide questions or requests for clarification, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such questions or requests for clarification will be submitted to the Department’s POC within the time specified in **Part 1, Section 1.8.1** of this RFP. The Department will review all questions and/ or requests for clarification received and, if it deems appropriate, in its sole discretion, may modify the RFP Documents through an addenda. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the latest issued addenda.

Attachments to this RFP include the following:

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|----------------------|--|
| Attachment A | Eastern Market Metro Park Community-Led Master Plan and Environmental Assessment |
| Attachment B | Form of Offer Letter |
| Attachment C | Bidder/Offeror’s Certification Form |
| Attachment D | Tax Affidavit |
| Attachment E | Davis-Bacon Wage Rates |
| Attachment F | Bid Bond Form |
| Attachment G1 | Standard Contract Provisions for Construction Services |
| Attachment G2 | Standard Contract Provisions for Architectural & Engineering Services |
| Attachment H | SBE Subcontracting Plan |
| Attachment I | First Source Agreement |
| Attachment J | 2018 Living Wage Act |
| Attachment K | Past Performance Evaluation Form |
| Attachment L | Design-Build Agreement (will be issued via Addendum) |
| Attachment M | Notice to Proceed and Letter Contract (will be issued via Addendum) |
| Attachment N | Bid Guarantee Certification |
| Attachment O | Conflict Of Interest Disclosure Statement |
| Attachment P | Release of Lien Forms |
| Attachment Q | Proposed Project Schedule |

1.12 Obligation to Meet All of the Requirements of the RFP Documents

If awarded the Agreement, the Design-Builder will be obligated to meet all of the requirements of the RFP Documents for the Project Budget and within the Agreement schedule.

1.13 Offeror’s Pre-Proposals Responsibilities and Representations

Each Offeror shall be solely responsible for examining the RFP Documents, including any addenda issued to the RFP, and any and all conditions which may in any way affect the Offeror's Proposal or the performance of the Work on the Project, including but not limited to:

- a) Examine and carefully study the RFP Documents, including any addenda and other information or data identified in all of the RFP Documents;
- b) Visit the Project site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect the fees required to be submitted with the Offeror's Proposal;
- c) Address all potential impacts with third parties and ensure all such impacts have been included in the Offeror's Proposal;
- d) Become familiar with and aware of all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;
- e) Determine that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project; and
- f) Notify the Department in writing of all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP Documents.

Any failure to fulfill these responsibilities is at the Offeror's sole risk and no relief will be provided by the Department.

PART 2 - PROJECT REQUIREMENTS

2.0 Scope of Work

Under this RFP, the Department will engage a Design-Builder to provide any and all design and construction services required to design and complete the Project. The Project shall be complete, operating and ready for use on or before the Substantial Completion Date and within the Project's budget as specified in **Part 1, Section 1.3** and **Section 1.5** of this RFP.

The Project will be located around the Eastern Market Metro.

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

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

2.1 Design-Builder's Duties; General Intent

The Design-Builder will be required to work with the Department and Project stakeholders through a collaborative design process to develop a concept design for the Project in accordance with the available budget. The Design-Builder will be required to engage in extensive pre-design and preconstruction efforts to ensure that the design is developed in a manner consistent with the Department's goals for the Project (e.g., programmatic, budgetary, schedule and quality); to solicit competitive trade bids for the construction work and to develop an acceptable guaranteed maximum price and corresponding scope and schedule for the work; and to implement the requisite construction and other work necessary no later than the Substantial Completion Date. The Design-Builder will be required to provide a "turn-key" Project ready for its intended use and shall be responsible for all items of cost except for those items set forth in **Section 2.12** of this RFP.

2.2 Design and Preconstruction Phase

2.2.1 Initial Deliverables: Pre-design Services

The Preconstruction Phase will start from the issuance of the notice to proceed through the execution of the GMP amendment (“GMP Amendment”). The Department will issue a notice to proceed for preconstruction services (the “Preconstruction NTP” or “Letter Contract”), attached hereto as **Attachment M**. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Preconstruction NTP. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and the Preconstruction NTP, the order of precedence shall be: the Standard Contract Provisions; Preconstruction NTP; and the RFP. **A Proposal that identifies or describes changes or exceptions to the Standard Contract Provisions or the Preconstruction NTP may be deemed non-responsive.**

The Design-Builder’s initial task will be to complete pre-design services for the Project. As part of this effort, the Design-Builder shall complete the following scope of work and prepare and provide the following initial deliverables:

- 2.2.1.1 Review the existing design, and any legacy documents plans and studies that pertain to the site and the project.
- 2.2.1.2 Review all existing and relevant documents, District Plans, and studies, including the Comprehensive Plan, moveDC, the VisionZero initiative, the Public Realm Design Manual, SustainableDC, Climate Ready DC, and the Phase I Environmental Assessment prepared in 2016.
- 2.2.1.3 Evaluate and analyze existing design concepts for strengths, weaknesses, and risks and prepare a list of recommendations.
- 2.2.1.4 Attend preliminary meetings with all internal District stakeholders (DGS, DPR, DDOT, DOEE, DCPL, OP) to discuss the project’s path forward with each Agency. Identify inter-agency conflicts and make balanced recommendations.
- 2.2.1.5 Establish the project’s preliminary budget and budget options.
- 2.2.1.6 Investigate whether or not a Geotechnical Report is necessary, and perform as needed.
- 2.2.1.7 Investigate whether an additional Environmental Assessment is necessary, and perform as needed.
- 2.2.1.8 Conduct an Archeological Assessment as outlined by the DC Office of Historic Preservation.
- 2.2.1.9 Conduct a Traffic and Parking Survey /Analysis.
- 2.2.1.10 Conduct an Existing Conditions Survey.

2.2.1.11 Taking into account Existing Conditions and other reports provide a “Summary of Options” that outlines overall project strategies and approaches that will guide the Project toward the desired outcome.

2.2.1.12 Review, analyze, and make recommendations that address legal considerations concerning the variety of parcel owners. Provide strategies and recommendations as to how we may best address the variety of parcel owners and consolidate maintenance and management and other legal considerations into lease arrangements, MOU’s, and other options.

2.2.1.13 Perform site visits as necessary and attend/facilitate meetings with District staff as necessary to develop and progress all design-related documents.

2.2.1.14 Identify additional and alternative funding options.

2.2.2 Preliminary Design

The Preliminary Design Phase will be managed with collaboration of all Project stakeholders including BZA, CFA, HPO, NCPC and other relevant parties. During this phase, the Design-Builder shall be required to: (a) advance the design, in consultation with DGS, to a set of conceptual design development documents; and engage in any value engineering and scoping exercises necessary to align the cost of the work to the Project Budget (\$4.5 million).

2.2.2.1 Baseline Schedule. As explained herein, during the Concept Phase, the Design-Builder shall prepare and submit a Baseline Schedule for the Project (the “Baseline Schedule”). The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a critical path method (“CPM”) in a sufficient level of detail to permit the Department and the Design-Builder and any other affected parties to properly plan the Project. The Baseline Schedule shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The Baseline Schedule shall include durations and logic ties for key work. The Baseline Schedule must also be submitted in Primavera 6 native format and shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis.

2.2.2.2 Conceptual Design Phase (0-30%).

During the Conceptual Design Phase, the Design-Builder shall develop a design for the Project that is consistent with the District’s Comprehensive Plan, inter-agency goals, and builds on the project’s history with the community. The

Design-Builder's initial task will be to evaluate the strengths and weaknesses of the previous design and to assist DGS and the stakeholders in creating a new conceptual design within the currently allocated funding. The Conceptual Design Phase will include the creation of four (4) EMMP option submissions, with each option to include its own project phasing and tracking to its own specific budget scenario. These options will be narrowed down before the schematic design phase and incorporated into one Master Park Plan design with multiple phasing options.

These options will include the following, with the Design-Builder submitting for each a Rough Order of Magnitude ("ROM") estimate:

Option 1: A complete and total site option including all of the parcels (1-6) with the full current and future envisioned budget (\$20 million) into a Master Park Plan. This option will include future construction phasing options that track to the long range budget.

Option 2: This option will concentrate the currently available \$4.5 million funding with a design emphasis on Parcel 4 only. This option will include a phasing option for the development of additional parcels as additional funding becomes available.

Option 3: This option applies design emphasis across all parcels using the currently available budget (\$4.5 million). This option strives to have a successful interim condition throughout the Project's phasing. Phasing shall address different potential funding outcomes, as future funding does or does not become available.

Option 4: The Design-Builder shall provide an additional option with recommended project phasing and ROM pricing estimates.

The EMMP project shall pursue ENVISION certification through the Institute of Sustainable Infrastructure. This established design framework is intended to track and measure sustainability and resiliency goals for the EMMP project. The Design-Builder will review the ENVISION design framework and provide all documentation necessary to achieve full ENVISION certification.

The ENVISION certification will be presented to DGS as an add/alt with the Offeror's pricing proposal.

The evaluation of options in the Conceptual Design Phase will be an iterative process that requires multiple District, Federal agency, and community reviews. Budget reconciliation and preliminary cost estimates will work in concert with review and revision Project milestones. The entitlement process and its reviews

and revisions will be an important element; such reviews, revisions, and resubmissions shall be identified by the Design-Builder in the Pre-Design Phase and additional funds will not be made available.

No later than twelve (12) weeks after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit the proposed concept design options and phasing for the Project (“Conceptual Design Submission”). The concept designs shall contain at least the level of detail as is typically required for a concept design under Industry Best Practices and shall further define and develop spatial qualities for EMMP. The designs submittal shall specifically identify any deviations from the original Community-Led Plan and shall explain the rationale and cost implications associated with such deviation. The Department shall have the right to disapprove any concept design submittal for any reason. Following review of the Conceptual Design Submission by Project stakeholders, including not limited to NPS, NCPC, CFA, DPR, DDOT, OP, DPR, DOEE, and DDOT, and the Department, the Design-Builder shall make revisions to the design submission as necessary to incorporate comments, feedback and other direction provided by Project stakeholders and the Department and resubmit each option as the “Revised Concept Design Submission” that reflects and addresses all Agency comments. Cost estimates and project schedules shall be updated as necessary to sufficiently incorporate comments, feedback, and other direction from DGS. The Design-Builder’s pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation. In addition, as part of the Conceptual Design Submission for each of the four options, the Design-Builder shall prepare a “Comments Matrix” that reflects comments from each of the review agencies, confiscatory comments, and status of the comment. Community comments shall also be reviewed and incorporated into the Matrix. At the end of the Concept Phase, the Design-Builder shall submit the “Approved Conceptual Design” deliverable to ensure all comments have been sufficiently incorporated. A “Conceptual Design Estimate”, “Revised Conceptual Design Estimate” and “Approved Conceptual Design Estimate” for each option, to reflect Agency comments, design revisions, and phasing alternatives, shall be submitted as appropriate with each design deliverable.

The following deliverables and services, at a minimum, shall be provided during the concept design phase:

- (a) Create, refine, and define a preliminary master project schedule (“Baseline Schedule”) that details the entitlement review, community engagement, permitting and construction processes.
- (b) Develop four (4) conceptual plaza design options that reflect different design schemes, pricing, phasing, and multi-modal connectivity plans, as described above.

- (c) Develop a specific short, medium, and long-term implementation phasing plan for the project and each of the conceptual design options.
- (d) Provide a separate cost line item to address the ENVISION certification program as an add/alternate for the project. This cost estimate will include all costs for administering the ENVISION certification process, including preparing, providing, and coordinating all of the documentation necessary to achieve full ENVISION certification.
- (e) Submit the Conceptual Design Submission Options and Estimate.
- (f) Submit the Revised Conceptual Design Submission Options and Estimate.
- (g) Submit the Approved Conceptual Design Submission Options and Estimate.
- (h) Conceptual drawings shall define EMMP Park/Plaza elements: shade structures, play equipment, water features, park/street lighting, street furniture, pavements, green space, storm water management strategies, grading options, tree canopy, all underground elements, bus stops, pedestrian circulation, sunlight, shade, pedestrian crossings, streetscapes for all bordering streets, safety, traffic calming, (curbs, ramps, crossings), and CEPTED principles.
- (i) Research, analyze, and prepare an appropriately scaled transportation network analysis that examines the project's access, multi-modal circulation, parking, and traffic management.
- (j) Create a preliminary project cost estimate for each of the options and update as requested by DGS. The "Conceptual Design Budget Estimate" will be prepared prior to review with Government Agencies and updated to reflect all comments within approximately two to three weeks.
- (k) Conceptual drawings will include: multiple plaza sections, street sections for each street bordering the park, aerial site designs, multiple renderings, park elevations, street lighting studies, solar studies, and a 3-D model.
- (l) Provide a written summary of the required Agency reviews, including the sequencing of reviews for, but not limited to: CFA, NCPC, NPS, DPR, OP, DOEE, and DDOT.
- (m) Conceptual drawings shall be conceptually compliant with all programming, code, ADA, and all other pertinent regulations.
- (n) Prepare "Value Engineering Strategies" at the 30% plan submission and provide a report of findings to DGS.
- (o) Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System.
- (p) Provide ten (10) complete sets (full-size) of conceptual drawings to DGS. Complete sets will include all options, drawings, the conceptual budget, schedule, and the value engineering report.
- (q) Prepare a detailed 180-Day Look ahead schedule.
- (r) Prepare and administer a "Comments Matrix" to document and track the review comments generated.
- (s) Consult with a land use attorney to address how the varying parcel ownership can be best legally consolidated into a cooperative agreement and or leasing agreements that will best serve the future needs of EMMP.

- (t) Advance and refine the identification of additional and alternative funding options for the project.

2.2.2.3 Baseline Budget and Program. At the end of the Concept Phase, the Department shall provide the Design-Builder with the approved baseline budget (“Approved Conceptual Budget”) and concept design (“Approved Concept Design”). Such approval shall be provided (or signed by) the Department’s Deputy Director for Capital Construction (the “Deputy Director”). In the event the Design-Builder does not receive such approval within fourteen (14) days after submitting the Approved Concept Budget Estimate, it shall so advise the COTR, the Deputy Director and the contracting officer (“Contracting Officer” or “CO”) in writing of such failure and request direction. If the Design-Builder fails to provide such notice, the Design-Builder will be proceeding at its own risk and will be responsible for any redesign costs associated with budget revisions.

2.2.2.4 Construction Management Plan. The Design-Builder shall submit a draft of its construction management plan (“Construction Management Plan”) within ninety (90) days of the preconstruction NTP is issued to include, but is not limited to, noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic and parking control, communications procedures, emergency procedures, quality control procedures, dust control, public street cleaning and repair, planned occupancy of public ways, erosion control, tree protection plan, vibration monitoring, temporary fire protection measures, project signage, pest control, construction staging plan, and construction logistics plan. The construction plans shall be tailored to each design option within the conceptual design phase.

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

2.2.2.6 Deliverables Liquidated Damages. The Design-Builder acknowledges that the Department is engaging the Design-Builder to provide an extensive level of preconstruction support services to minimize the potential for cost overruns, schedule delays or the need for extensive Value Engineering/re-design late in the Project and that the deliverables required under this **Section 2.2.1** are key to identify the value of such services. In the event the Design-Builder fails to deliver any of the deliverables required in **Section 2.2.1** (and unless such failure is the result of any event of Force Majeure), the Design-Builder shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5000) plus Five

Hundred Dollars (\$500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such deliverables.

2.2.2.7 Entitlements.

2.2.2.7.1 NCPC Preliminary Design Review. Given the site’s location and proposed use, it is expected that the EMMP will require review and approval by NCPC in lieu of the normal zoning process. The Design-Builder shall be required to provide such support as is necessary to accomplish approval from these reviews and shall include within its pricing sufficient funding to cover the level of effort associated with such efforts. The Design-Builder shall consult with a Land Use Attorney to address and create recommendations into how parcel ownership can be consolidated into lease agreements and/or cooperative agreements that best serve the future of EMMP. The Design-Builder’s scope includes preliminary meetings with NCPC and CFA staff throughout the concept and schematic design phase.

In addition, the Design-Builder shall be required to prepare the necessary materials for NCPC’s preliminary design approval at the conclusion of the design development phase and take the lead in presenting the design to NCPC should, as is currently expected, a formal hearing be required at this stage. The Design-Builder’s scope includes a submission and presentation of a final design approval at the conclusion of the permit document stage.

CFA has preliminarily approved the Community-Led Plan. As such, the Design-Builder’s scope will include preliminary meetings with staff during the concept evaluation and schematic design phase to “re-introduce” the design to CFA and to update CFA on the design’s evolution. If requested by CFA, the Design-Builder will re-submit the revised concept design. The scope also includes a submission and presentation of the final design at the approval of the permit document stage.

2.2.2.7.2 Services. The Design-Builder is responsible for developing an “Integrated Master Schedule” or “Baseline Schedule”, identifying the sequencing and entirety of all oversight reviews, and approvals in relation to the Project’s desired overall timetable. The Project’s entitlement/review process will include the District’s Section 9B review. Additionally, the Design-Builder shall confirm whether or not the NEPA Section 106 Review will be triggered by the Project and incorporate their review process into the Projects’ schedule and entitlement process. The medians on Pennsylvania Avenue are owned by NPS, and depending on the designs submitted, the Design-Builder will need to confirm whether and what median treatments will trigger the NEPA review. The medians could be part of a phase 2 for EMMP.

The Entitlement Process Services includes:

- (a) Conduct regular (to be budgeted at biweekly and held as the project demands) “all hands” progress meetings with DPR, DGS, OP, DDOE, DDOT, HPO, WMATA, and other stakeholders as needed, from conceptual design through final approvals. Drawings will be continually improved and refined to reflect Agency comments at no additional cost.
- (b) Conduct all necessary reviews with other Federal review agencies from conceptual design through final approvals. These Federal Agencies include but are not limited to: National Park Service (NPS), Commission of Fine Arts (CFA), Historical Preservation Review Board (HPRB), and National Capitol Planning Commission (NCPC). All design revisions and updated cost estimates within the entitlement process are included in the contract.
- (c) After receiving conceptual 30% and schematic design 50% comments, meet and coordinate with PEPCO, DC water, DDOE, and others as necessary to meet infrastructure and utility requirements.
- (d) Confirm whether or not any Zoning changes are necessary on the project and whether the BZA will need to be involved.

2.2.2 Design Management

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

2.2.2.1 Schematic Design Phase (50%). The Design-Builder shall advance the four (4) “Approved Conceptual Design” options into one inter-related Master Park Plan that includes multiple phasing options consistent with the allocated funds and the District’s design and resiliency objectives (“Schematic Design Submission”). The Schematic Design Phase shall include a pre-submission collaborative and iterative phase that advances the project’s elements and seeks community and Agency cooperation. The schematic design shall contain at least the level of detail typically required for a schematic design under Industry Best Practices. The design submittal shall specifically identify any deviations from the approved concept design and shall explain the rationale, cost and time implications associated with such deviation. The Department shall have the right to disapprove the schematic design submittal for any reason. Following review of the schematic design submission by Project stakeholders, including but not limited to NPS, DPR, DDOT, OP, DOEE, and the Department, the Design-Builder shall make revisions to the schematic design submission as necessary to

incorporate comments, feedback and other direction provided by Project stakeholders and the Department (“Revised Schematic Design Submission”). The Design-Builder’s pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation. Project development and design iterations will be discussed in the biweekly team meetings and will evolve into the specific submission deliverables outlined below. In addition, as part of the Schematic Design Submission for each of the four options, the Design-Builder shall prepare a “Comments Matrix” that reflects comments from each of the review agencies, confiscatory comments, and status of the comment. Community comments shall also be reviewed and incorporated into the Matrix.

Before and after the Schematic Design Submission is under review by District and Federal review agencies, the Design-Builder shall prepare a detailed cost estimate that advances and builds upon the approved Conceptual Design Phase options. At the end of the Schematic Design Phase, the Department will approve an “Approved Schematic Design Estimate” for each option to reflect Agency comments and design revisions.

Cost estimates will be provided that break out each of the park/plaza’s elements and systems. Cost estimates shall reflect all changes resulting from Agency/Community reviews. Once confirmed that all Agency comments were sufficiently addressed, the drawings will be approved and resubmitted as the “Approved Schematic Design Submission”.

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

- (a) Develop full color and scaled site plans in the appropriate architectural scale. Drawings will include multiple plaza cross sections, street sections, and plaza elevations that address each of the EMMP elements and resiliency goals in the appropriate scale to allow thorough evaluation.
- (b) Coordinate the design to include schematic level design approval from all review agencies at this phase.
- (c) Create a detailed and updated phasing schedule, and cost estimate for each of the options as requested by DGS before and after Agency reviews.
- (d) Update the 3-D EMMP Model.
- (e) Submit the “Schematic Design Submission” options with phasing and cost estimates.
- (f) Submit the “Revised Schematic Design Submission” options with phasing and updated estimates.
- (g) Submit the “Approved Schematic Design Submission” options with phasing and final estimates.

- (h) Prepare and submit a “Value Engineering Memorandum” that outlines potential value engineering ideas.
- (i) Prepare and submit an updated and detailed “180 Day Look Ahead Schedule”.
- (j) Submit planting, lighting, and construction details as necessary to fully evaluate the project.
- (k) Provide ten (10) complete sets of schematic drawings to DGS for distribution. Complete sets shall include all design options, drawings, the project budget, projects schedules, and a value engineering report.
- (l) Provide an 11x17 full color handout of renderings and sections images printed in high resolution and at an appropriate scale so that they are readable.
- (m) Provide an ENVISION matrix that tracks the ENVISION framework, if required.
- (n) Provide a final assessment and report of additional and alternative funding options for the project.

The final schematic design submittal drawings shall include at least the following:

- (a) Demolition Plan
- (b) Full Color Site Plans identifying EMMP element locations
- (c) Site Context (View Sheds/Street Grid/Historical Properties)
- (d) Multi-Modal Circulation Plans and Patterns
- (e) Plaza Cross Sections (to include underground)
- (f) Plaza Elevations (to include underground)
- (g) Electrical/Mechanical (new and existing)
- (h) Street Sections (for all streets that border the park)
- (i) Relevant ROW information
- (j) All Underground Elements including Soil and Utilities
- (k) Pavement Layouts
- (l) Public Life Plan
- (m) Park Furniture
- (n) Electrical/Mechanical
- (o) Storm Water Management
- (p) Park Programming and Active Use Nodes
- (q) Park Accessibility Plan (including intersections and crosswalks)
- (r) Roadway Parking Plan and Analysis
- (s) Landscaping Plans, Vegetation, and Plantings
- (t) Tree Plan and Planting details
- (u) ADA requirements
- (v) Finish schedule for all materials
- (w) Park Lighting Schedule
- (x) Park Lighting Details and Studies
- (y) Solar/Shadow Studies
- (z) Character Defining Features
- (aa) Statement of Historical Significance

- (bb) Night Sky Preservation
- (cc) Integrated Pest Management Plan
- (dd) ENVISION Checklist

2.2.2.2 Schematic Budget Update. Concurrent with submission of the schematic design, the Design-Builder shall submit a budget update. The budget update shall be submitted in the same format as the Conceptual Design Budget Estimate and shall show variations from Conceptual Design Budget Estimate. To the extent the budget update shows an overrun from the approved budget, the Design-Builder shall submit Value Engineering suggestions that would return the Project to budget. Only the Department shall have the authority to increase the Project budget, and absent such direction, the Design-Builder shall proceed on the assumption that the budget remains as originally directed by the Department.

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

2.2.2.4 Design Development Phase (90%). After incorporating community and Agency feedback, the Design-Builder shall continue to develop and improve the Master Park Plan in the Design Development Phase. The Design-Builder shall prepare a set of design development documents (“Design Development Documents”) that is a logical development of the approved schematic design and is consistent with the Department’s schedule, budget and programmatic requirements (“Design Development Submission”). The Design Development Documents shall contain at least the level of detail as is typically required for a schematic design under Industry Best Practices. The design submittal shall specifically identify any deviations from the approved schematic design and shall explain the rationale and cost implications associated with such deviation. The Department shall have the right to disapprove the Design Development Documents submittal for any reason.

Following review of the Design Development Submission by Project stakeholders, including but not limited to NPS, DPR, DDOT, OP, DOEE, and the Department, the Design-Builder shall make revisions to the Design Development Submission as necessary to incorporate comments, feedback and other direction provided by Project stakeholders and the Department (“Revised Design

Development Submission”). The Design-Builder’s pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation. In addition, as part of the Design Development Submission, the Design-Builder shall update the Comments Matrix that reflects comments from each of the review agencies, confiscatory comments, and status of the comment.

Before and after the Design Development Submission is under review by District and Federal review agencies, the Design-Builder shall prepare a detailed cost estimate that advances and builds upon the approved Schematic Design Phase. At the end of the Design Development Phase, the Department will approve an “Approved Design Development Estimate”.

New cost estimates will be prepared that break out each of the elements and systems required. The Design Development Cost Estimate will be updated to reflect any changes resulting from Agency review. Once confirmed that all Agency comments were sufficiently addressed, the drawings will be approved and resubmitted as the “Approved Design Development Submission”.

The design development submittal shall include at least the following:

- (a) Provide a 90% complete Master Park Plan Design Development Submission which will include all necessary construction drawings, details, and schematics identified above.
- (b) Provide a Revised Design Development Submission that sufficiently reflects all Agency feedback.
- (c) Provide an Approved Design Development Submission.
- (d) Provide an updated Comments Matrix that reflects all Agency comments, approvals, and status.
- (e) Provide an Approved Design Development Estimate.
- (f) Prepare a Final Value Engineering Report that will be discussed and applied to the drawings as directed by DGS.
- (g) Achieve all regulatory approvals including CFA final approval and NCPC final approvals.
- (h) Prepare a detailed construction schedule for the project that includes phasing and key inspection milestones.
- (i) Prepare a comprehensive list of all permits necessary to execute the construction of the project. This permit strategy will include a permit critical path, identifying all permits and permit reviews in the correct sequential order.
- (j) Develop a permit tracking and accountability database or spreadsheet that allows DGS to track the progress of all required permits. Furthermore, pre-submission dates all the way to permit approval shall be tracked.
- (k) Prepare a phasing construction plan for the selected options build out.
- (l) Respond in writing to all NPS and District comments on plans.

- (m) Attend and participate in community meeting(s) to update the community regarding the project.
- (n) Coordinate with WMATA including all final utility plans as required.
- (o) Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
- (p) Prepare and submit five (5) full size hard-copies, one (1) electronic PDF copy, and half sets as needed of the Permit Set of Construction Documents, specifications and Cost Estimate and Project Schedule to the Department for review (90% plan review).
- (q) Project schedules at this point will detail construction activities for the build out. Project schedules will identify and include all inspection dates.
- (r) Maintenance and Repair Costs Services”
 - i. Provide a detailed list of all EMMP replacement costs.
 - ii. Provide an estimate of repair costs over the next 40 years.
 - iii. Conduct a 40 year life cycle analysis for EMMP.
 - iv. Prepare a table of anticipated energy costs for EMMP.
 - v. Provide a list of all other relevant costs.
 - vi. Prepare a summary of costs on a per sq. /ft. basis.
 - vii. Provide lease arrangement and cooperative agreement recommendation options that address maintenance, conveyance, and other legal considerations across all parcels.

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

- (a) Coordinate with all DC regulatory agencies and permit reviewers as necessary to provide the deliverables.
- (b) Prepare, apply, and obtain final building permits with DCRA and all involved DC Government agencies.
- (c) Upload all documents to DCRA’s permit document review website in accordance with their instructions.
- (d) Address issues raised by the Code Official during the permit review process.
- (e) Work with the DGS’s third party plan reviewer to review the documents for permit document submission.
- (f) Prepare application and submit documents for all required permit applications. All submissions must be complete.

2.2.2.6 Community Engagement

The Design-Builder shall attend and participate in several community meetings to update the Capitol Hill community regarding the EMMP Project. Community meetings will be coordinated with key design review milestones, typically following official Agency reviews. The Design-Builder shall meet the following requirements:

- a) The Design-Builder shall be present at each of the meetings.
- b) Prepare, deliver, and take questions using a power point (or similar) format at each of the meetings.
- c) Each meeting will include a minimum of three (3 Arch E) presentation boards and an agenda hand out for community members. Presentation boards shall be in full color and include a variety of renderings, cross-sections, and plan views to inform and engage the community.
- d) The Design-Builder will act as a scribe for all design related and community meetings.
- e) A working 3D model (physical or virtual) will also be required at most of the meetings.

DGS is open to the proposal of creative community engagement methods including charrettes and walking tours. Offerors will be required, as part of their proposal to explain their approach to community engagement and discuss the methods that they recommend to drive our community engagement efforts. This includes online and mobile platforms that allow the broader community to participate. Offerors should provide a specific community engagement schedule in their proposal that includes their unique approach to community engagement.

2.2.3 GMP Formation

The Design-Builder shall provide the Department with a Guaranteed Maximum Price for the Phase 1 work based on the Design Development Documents. The GMP shall be agreed upon in the manner set forth in this **Section 2.2.3**.

2.2.3.1 Develop Offeror/Bidders List. Within fifteen (15) days after the completion of the schematic design, the Design-Builder shall submit to the Department for its review and approval a written submission on the proposed subcontractor bidding procedures. These procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. At least three (3) potential subcontractors shall be identified for each trade package. In addition to the information normally required in such bids, the Design-Builder shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work that will be performed by

District residents. A copy of this deliverable shall be provided to both the COTR and the Contracting Officer.

2.2.3.2 Manage Bidding Process. The Design-Builder shall manage the trade bidding process in accordance with the approved bidding procedures and shall use commercially reasonable best efforts to obtain at least three (3) qualified and bona fide bids for each trade package in excess of One Hundred Thousand Dollars (\$100,000). The Design-Builder shall carefully document its procedures for making available bid packages to potential bidders, the contents of each bid package, discussions with bidders at any pre-bid meetings, bidders' compliance with bid requirements, all bids received, the Design-Builder's evaluations of all bids, and the basis for the Design-Builder's recommendation as to which bidders should be chosen. The Department shall be afforded access to all such records at all reasonable times so that, among other things, it may independently confirm the Design-Builder's adherence to all contractual requirements including, without limitation, affirmative action requirements and subcontracting requirements.

2.2.3.3 Prepare Bid Tabs. The Design-Builder shall provide the Department with an analysis of the bids received and as a copy of each such bid. To the extent that the Design-Builder's award recommendation is based on scoping adjustments, the Design-Builder shall clearly identify the scoping adjustment and the need for such adjustments. In general, the bid tab shall be presented in tabular format that compares the bids received and any other relevant information (i.e. exclusions, past performance history, etc.).

2.2.3.4 Submission of GMP Proposal. Based on the trade bids, the Design-Builder shall submit a GMP Proposal to the Department. The GMP Proposal shall include the following elements:

- a) A list of drawings, specifications, addenda, general, supplementary and other conditions on which the Guaranteed Maximum Price is based.
- b) A list of unit prices and allowance items and a statement of their basis.
- c) Assumptions and clarifications made in preparing the GMP Proposal, noting in particular any exclusions. The assumptions and clarifications shall take precedence over the drawings and specifications. The Design-Builder shall prepare a separate memorandum that highlights any differences between the then approved drawings and the modifications made in the assumptions and clarifications. Such memorandum shall specifically address any changes in the Project aesthetics, functionality or performance.
- d) The proposed GMP, including a statement of the detailed cost estimate organized by trade categories, allowances, contingency, and other items and the fees that comprise the GMP.

- e) An update to the Project's schedule to which the Design-Builder will agree to be bound. This update shall be prepared in the same level of detail and in the same manner as the Baseline Schedule.
- f) A subcontracting plan setting forth the names and estimated dollar volume of the work that will be performed by LSBDEs, as certified by the Department of Small and Local Business Development, upon which the GMP is based.

2.2.3.5 Approval of GMP. The Department and the Design-Builder shall meet to negotiate the terms of the GMP Proposal. If the GMP Proposal is acceptable to the Department, the Department shall submit the resulting GMP amendment to the Council for the District of Columbia. **The GMP shall be subject to review and approval by the Council for the District of Columbia in the event it exceeds the previously approved Target GMP by more than \$1 million. In such event, the GMP shall not be effective until so approved.** In the event that the Department and the Design-Builder are unable to agree upon the GMP or the schedule for the Project, the Department shall have the right to terminate the Agreement and assume any trade subcontracts held by the Design-Builder. In such an event, the Design-Builder shall only be entitled to Fifty percent (50%) of the Preconstruction Fee.

2.2.3.6 Self-Performed Work. The Design-Builder and its affiliates may not carry out trade work with its own forces without the Department's written permission, which permission may be withheld or conditioned by the Department in its sole and absolute judgment.

2.2.4 Early Release/Abatement & Demolition

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

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

2.2.5 Design Management

The Design-Builder shall manage the completion of the design of the Project. As part of this effort, the Design-Builder shall undertake the following activities:

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

2.2.5.2 Construction Document Review & Coordination. The Design-Builder shall complete each of the Construction Documents packages in a manner that addresses the concerns raised by the Department during the review contemplated in **Section 2.2.5.1** for such package. The Design-Builder shall issue one or more set of permit documents to the Department for its review and approval (“Permit Set”). The Design-Builder shall prepare a complete finish and lighting schedule of all EMMP materials, plantings, lighting, public art, and furniture which must be agreed upon with DPR, DDOT, DGS and NPS and in such a level of detail that it will permit competitive trade bidding. The Design-Builder shall incorporate into the Permit Set the design requirements of all Governmental authorities having jurisdiction over the project. In addition, the Design-Builder shall be required to:

- (a) Define, clarify, or complete the concepts and information contained in the Permit Set.
- (b) Correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction).
- (c) Correct any failure of the Design-Builder to follow written instructions of DGS during any phase of design services or the construction of the project provided they are compatible with industry standards.

With regard to each such Permit Set, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved Design Development Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project’s aesthetics, functionality or performance. The Department shall have the right to disapprove the Construction Documents for any reason. If the Department disapproves the Construction Documents, the Design-Builder will not be entitled to any additional compensation. If, however, the Department disapproves a Construction Document that is a logical extension of the approved Design Development Documents, the Design-Builder will be entitled to an adjustment to the GMP and/or the Agreement schedule unless such a package departs from the Scope of Work fairly reflected in the GMP Drawings and Specifications and in such event the Design-Builder shall be required to prepare a revised design that complies with the GMP drawings and specifications (“Drawings and Specifications”) and without any entitlement to an increase in the GMP or an adjustment of the Agreement schedule. In the event the Department does not approve a document within fourteen (14) days after issuance, such document shall be deemed approved unless the Department advises that such document is

still under review. In the event the Department's review takes longer than fourteen (14) days, such additional review shall be deemed a change event.

The Design-Builder shall provide the following final design deliverables:

- (a) 100% Bid ready stamped "Permit Set" of construction documents for EMMP.
- (b) Four (4) hard-copy and one (1) electronic PDF copy of the "Permit Set" of construction documents, specifications and cost estimate and schedule to DGS.
- (c) Detailed and coordinated drawings and specifications to be included in the Permit Set.
- (d) Upload all documents to DCRA's permit document review website in accordance with their instructions.
- (e) Traffic control plans required to obtain relevant DDOT permit approvals at all stages of the Project.
- (f) A full bid set for constructability peer review.
- (g) An Environmental Impact Screening Form (EISF) to be included as a part of the close out.
- (h) Complete a project punch list (generated by DGS) to the satisfaction of DGS within 45 days of completing the construction project. All punch list items shall be signed off by the DGS construction team.

In addition to preparing the Permit Set, the Design-Builder shall, at no additional cost to DGS:

- (a) Meet with DGS and other parties as and when requested to conduct walkthroughs to review the design, its constructability, and consistency with the approved design drawings.
- (b) Work with DGS in order to implement such value engineering ideas as may be necessary to meet the budget, including revising or preparing any design documents necessary to implement such value engineering.
- (c) Develop building information modeling (BIM) files for all park plans to be utilized by the contractor for utility and trade coordination.
- (d) Attend follow up meetings and coordinate with regulatory agencies, Fire Marshall, DGS Facilities personnel, NPS maintenance personnel and others as necessary.
- (e) Upload all design documentation and deliverables as required utilizing the online DGS Project Management Information System (Prolog Converge) and guidelines; and provide to NPS.
- (f) Obtain all required signatures on plans.
- (g) Complete Platting and record plats.
- (h) Complete final coordination with utilities and service providers as necessary.
- (i) Attend and participate in community meeting(s) to update community regarding the project. Prepare a presentation and provide a minimum of three (3) presentation boards for each community meetings and present/display onsite. Presentation boards

- shall be in full color and include at least one (1) 3-D rendering. A virtual 3-D model that allows for walkthroughs is preferred.
- (j) Prepare all traffic control plans required to obtain relevant DDOT and Public Space permit approvals at all stages of the Project.
 - (k) All construction administration services.
 - (l) Prepare to attend the pre-bid conference with potential bidders.
 - (m) Evaluate bids to ensure that the bids reflect all elements, specifications, and the intent as detailed in the construction drawings.

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

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

2.3 Construction Phase

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

2.3.1 Drawings & Specifications. All of the Work shall be constructed in strict compliance and in accordance with the final Construction Documents issued for and approved by the Department.

2.3.2 Compliance with Other Requirements. In performing the Work, the Design-Builder and its subcontractors shall comply with all of the applicable provisions of the Standard Contract Provisions and the requirements set forth in **Section 2.5** (Site Safety), **Section 2.7** (Workhours; Coordination with Client Agencies and the Community), and **Section 2.8** (Quality Control Plan) of this RFP.

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

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

2.3.5 Weekly Progress Meetings. Throughout the Work, the Design-Builder shall conduct weekly progress meetings following the Design-Builder's generated agenda with the Department's Project Manager and key trade subcontractors. The Design-Builder shall draft and circulate the meeting minutes on a weekly basis.

2.3.6 Move-in Assistance. The Design-Builder shall assist Client Agencies in relocating FF&E and other items, as applicable. The GMP shall include an allowance and Scope of Work for these activities.

2.3.7 Delay Liquidated Damages. In addition to the liquidated damages provided for in **Sections 2.13.2** relating to Key Personnel, and **2.2.1.8** relating to deliverables, if the Scope of Work is not substantially complete by the Substantial Completion Date, the Design-Builder shall be subject to liquidated damages in an amount of Two Thousand Five Hundred Dollars (\$2,500) per day. These damages shall not apply if the delay is the result of Force Majeure and the Design-Builder otherwise complies with the provisions set forth in the Standard Contract Provisions.

2.3.8 Hazardous Materials. The Design-Builder's Scope of Work includes the abatement and removal of hazardous materials found anywhere on or within the Project site. In performing such work, the Design-Builder shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency and all jurisdictional agencies and all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials. If any notices to governmental

authorities are required, the Design-Builder shall also give those notices at the appropriate times. The Design-Builder shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the Design-Builder shall ensure that any subcontractors involved in the abatement of hazardous materials maintain a contractor's pollution legal liability insurance policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project, and that any disposal site to which hazardous materials are taken carries environmental impairment liability insurance for the duration of the Project and a period of three (3) years after Substantial Completion of the Project. The Design-Builder's obligations under this **Section 2.3.8** shall include signing (as the agent for the Department) any manifests required for the disposal of hazardous materials.

2.3.9 Salvage Value. In general, the salvage value of construction material located in the existing building shall accrue to the Design-Builder and/or its subcontractor. However, the Department shall be entitled to the value of any piece of equipment, such as chillers, computers, etc., that remain in the existing building to the extent that such piece of equipment has a salvage value of more than Twenty Thousand dollars (\$25,000).

2.4 Reserved

2.5 Site Safety

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

2.5.2 Safety Plan. Prior to the start of construction activities, the Design-Builder shall prepare a safety plan for the Construction Phase conforming to OSHA 29 CFR 1926 (such plan, the "Safety Plan"). This Safety Plan developed by the Design-Builder shall describe the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that will be used and the site security details. This Safety Plan will be submitted to the Department and client agencies for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the Design-Builder shall comply with the plan at all times during construction. The Design-Builder shall be required to revise the Safety Plan as may be requested by the Department or client agency. The cost of revising and complying with the plan shall not entitle the Design-Builder to an increase in the GMP. The Design Builder will not be permitted to commence the Construction Phase until the Safety Plan is submitted and in no event shall any resulting delay constitute an excusable delay. Additionally, the Design-Builder shall comply with the requirements of **Article 27, Section A** of the Standard Contract Provisions for Construction.

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

2.5.4 Site Security. The Design-Builder shall be responsible for site security and shall be required to provide such watchman as are necessary to protect the site from unwanted intrusion.

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

2.6 Reporting Requirements

The Design-Builder shall be required to submit the following reports:

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

2.6.2 Bi-Weekly Schedule Updates. The Design-Builder shall provide a Baseline Schedule update to the Department, on the progress of the entire Work at least bi-weekly, in the same format set forth in **Section 2.2.1.2** of this RFP. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the Design-Builder's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Design-Builder shall also state what must be done to avoid or reduce that delay, changes that have occurred since the last update, including those related to major changes in the Scope of Work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes.

2.6.3 Use of Prolog. The Design-Builder shall utilize the Department's Prolog system to submit any and all documentation required to be provided by the Design-Builder, 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.

2.7 Workhours; Coordination with Client Agency and Community

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

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

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

2.7.4 Outreach Plan. The Design-Builder shall keep the Department informed of the construction activities and their potential impact on the community. The Design-Builder shall submit the plan to the Department prior to its implementation and such plan shall be subject to the Department's review and approval.

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

2.8 Quality Control Plan

2.8.1 General Obligation. The Design-Builder shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with the Contract Documents. The Design-Builder's responsibility includes ensuring adequate quality control services are provided by the Design-Builder's employees and its subcontractors at all levels. The Work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality construction.

2.8.2 Quality Control Plan. Within forty five (45) days after the Design Development Documents are approved, the Design-Builder shall develop a quality control plan for the Project (the, "Quality Control Plan"). A draft of the Quality Control Plan shall be submitted to the Department and shall be subject to the Department's review and approval. The Quality Control Plan shall be tailored to the specific products/type of construction activities contemplated in the Design Development Documents, and in general, shall include a table of contents, quality control team organization, duties/responsibilities of quality control personnel, submittal procedures, inspection procedures, deficiency correction procedures, documentation process, and a list of any other specific actions or procedures that will be required for key elements of the Work.

2.8.3 Implementation. During the Construction Phase, the Design-Builder shall perform regular quality control inspections and create reports based on such inspections pursuant to the Quality Control Plan. These quality control reports shall be provided to the Department electronically on a monthly basis. The Design-Builder shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming work. The monthly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The monthly report should specifically address issues raised during the month and outline the steps that are being used to address such issues.

2.8.4 Corrective Action Plan. The Department shall have the right to direct the Design-Builder to revise the Quality Control Plan in accordance with the Agreement.

2.9 Project Close-out

2.9.1 Punchlist. Promptly after Substantial Completion, the Design-Builder shall develop a punchlist which shall be reviewed and approved by the Department. Once the punchlist is approved, the Design-Builder shall inspect the Work along with representatives from the Department. The punchlist shall be revised to reflect additional work items that are discovered during such inspection. The Design-Builder shall correct all punchlist items to the Department's satisfaction no later than ninety (90) days after Substantial Completion is achieved.

2.9.2 Training. The Design-Builder shall provide training to client agency staff on all of the building systems, as applicable. The Design-Builder shall be required to schedule such training sessions and shall use commercially reasonable efforts to ensure all such training occurs prior to the Final Completion Date.

2.9.3 Warranties & Manuals. Subsequent to Substantial Completion Date and no later than fifteen (15) days following the Substantial Completion Date, the Design-Builder shall prepare and submit the following documentation: (i) a complete set of product manuals (O&M), training videos, warranties, etc.; (ii) attic stock; (iii) an equipment schedule; (iv) a proposed schedule of maintenance for the new building; (v) environmental, health and safety documents for the new building; and (vi) all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.) for the new building.

No later than thirty (30) days following the Substantial Completion Date, the Design-Builder shall prepare and submit: (i) a complete set of its Project files; and (ii) a set of record drawings.

2.9.4 Eleven Month Walk. The Design-Builder shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after

Substantial Completion is achieved. During such inspection, the Design-Builder and a representative of the Department shall walk the Project to identify any necessary warranty work.

2.10 Costs and Fees

2.10.1 Reimbursable Costs

The following costs shall be reimbursable at cost and without mark-up:

- a) Payments made by the Design-Builder to subcontractors and suppliers, but only in accordance with the Subcontracts and Supply Agreements;
- b) The Cost of General Conditions (as defined below in **Section 2.10.2**), subject however to the Maximum Cost of General Conditions;
- c) All amounts due to the Design-Builder under the terms of the Department's written authorization for the Design-Builder to perform any portion of the Work as Self-Performed Work. If an authorization for the Design-Builder to engage in Self-Performed Work is not on a fixed-price basis, then, as to that work, the following costs shall be within the Cost of the Work:
 1. **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the Design-Builder, while engaged in approved Self-Performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.
 2. **Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the Self-Performed Work, including, without limitation, costs of transportation and handling.
 3. **Unincorporated Materials.** The cost of materials, products, supplies and equipment not actually installed or incorporated into the Self-Performed Work, but required to provide a reasonable allowance for waste or spoilage, subject to the Design-Builder's agreement to turn unused excess materials over to the Department at the completion of the Project or, at the Department's option, to sell the material and pay the proceeds to the Department or give the Department a credit in the amount of the proceeds against the Cost of the Work.
- d) Royalty and license fees paid for use of a design, process or product, if its use is required by the Agreement or has been approved in advance by the Department;
- e) Fees for obtaining all required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, and all trade permit fees and the building permit fee;
- f) Cost of the Architect/Engineer's contract reimbursed at cost and without markup; provided, however, that such costs shall not exceed the Design Budget set forth in the Offeror's Proposal. Any amounts in excess of the Design Budget shall not be reimbursable as a Cost of Work;

- g) All fees and other costs necessarily incurred to carry out testing and inspection required by the Agreement, or otherwise to maintain proper quality assurance. The costs the Design-Builder incurs to schedule and coordinate any additional testing and inspections the Department may decide to conduct itself shall be reimbursable unless the additional testing establishes that the work tested was defective or otherwise failed to satisfy the Agreement's requirements, in which case the Design-Builder shall pay the costs, without reimbursement;
- h) All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and
- i) All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Design-Builder to recover the costs of subcontractor default insurance at a mutually agreed upon rate in lieu of trade level bonds, provided that such insurance be approved by the Department in advance and after being presented with a cost-benefit analysis of such use.

2.10.2 Cost of General Conditions

The Design-Builder's general condition costs shall be reimbursable at cost and without mark-up. Only the following items, however are reimbursable: (Any other items or expenses are non-reimbursable and the Design-Builder shall use its fee to cover any additional cost items)

- a) The cost of "construction staff". The term construction staff shall mean the Project Executive, project managers and superintendents assigned to the Project, administrative and professional staff performing scheduling, cost estimating and accounting services assigned on a full-time basis to the Project site;
- b) Fringe Benefits associated with construction staff;
- c) Payroll taxes and payroll insurance associated with construction staff;
- d) Staff costs associated with obtaining permits and approvals;
- e) Out-of-house consultants;
- f) The field office for the Design-Builder including but not limited to: (i) trailer purchase and/or rent; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Phase; (iv) furniture; (v) office supplies;
- g) Office equipment including but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) telephone installation, system and use charges; (v) job radios;
- h) Local delivery and overnight delivery costs; and
- i) First aid facility.

2.10.3 Non-Reimbursable Costs

The following costs shall not be reimbursable:

- a) Any personnel or labor costs other than those provided for in **Section 2.10.1 (c) (1)** or **Section 2.10.2 (a)**.
- b) Fees for any permits or licenses the Design-Builder requires to conduct its general business operations.
- c) Capital expenses and interest on capital employed for the Work.
- d) The cost of home or regional offices, it being understood that compensation for such costs included in the Design-Build Fee.
- e) Sales or use taxes, unless the Design-Builder establishes that applicable law required payment of such taxes.
- f) Costs due to the errors or omissions of the Design-Builder or its subcontractors or suppliers at all tiers, negligent or otherwise.
- g) Costs dues to breach of Contract by the Design-Builder or its subcontractors or material suppliers at all tiers, including, without limitation, costs arising from defective or damaged work or its correction, disposal of materials or equipment erroneously supplied, and repairs to property damaged by the Design-Builder or its subcontractors or material suppliers at all tiers.
- h) Any costs incurred in performing work of any kind before Preconstruction NTP, unless specifically authorized by the Department in advance and in writing.
- i) Direct or indirect costs of any kind, except those expressly included in **Section 2.10.1**.

2.11 Design-Build Fee and General Conditions

2.11.1 The Design-Builder’s compensation shall consist of the Design-Build Fee bid by selected Offeror. In addition, the Design-Builder shall be entitled to recover at cost and without mark-up: (i) its design costs, as defined in **Sections 2.10.1(f) and 3.4.6**, and (ii) its Costs of General Conditions as is defined in **Section 2.10.2**; subject, however, to the Design Budget and the Maximum Cost of General Conditions proposed by the selected Offeror which limits shall serve as a cap on the Design Budget and the Cost of General Conditions, respectively. The Design-Builder shall only be entitled to Fifty percent (50%) of the Preconstruction Fee if the Design-Builder and the Department are unable to agree to a GMP, as set forth in more detail in the Design-Build Agreement. The Design-Build Fee shall be paid in monthly progress payments with Fifteen percent (15%) of the Design-Build Fee being allocated to the Preconstruction Phase of the Project (“Preconstruction Fee”), Eighty Five percent (85%) being allocated to the Construction Phase. Each of those amounts shall be paid in equal monthly installments spread over the duration of each such phase. To the extent that the Agreement duration is extended, the then remaining amounts of the Design-Build Fee will be re-allocated such that the then existing portion of the Design-Build Fee allocated to each phase shall be evenly spread over the then-remaining duration of the phase.

2.11.2 Maximum Cost of General Conditions. The Maximum Cost of General Conditions shall be the maximum amount that will be reimbursed by the Department for those costs described in **Section 2.10.2**. The Maximum Cost of General Conditions shall

not be increased or decreased as a result of Change Orders or Change Directive unless such changes (i) extend the duration of the Project beyond the time identified in **Section 1.5**; and (ii) the Design-Builder can demonstrate to the satisfaction of the Department that such additional Cost of General Conditions are necessary and not due to any fault of the Design-Builder, its subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the Design-Builder incurs General Conditions costs in excess of the Maximum Cost of General Conditions, the Design-Builder shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builder shall be required to adequately staff the Project.

2.12 Excluded Cost Elements

It is the Department's intent that the Design-Builder provide a turn-key solution for the implementation of the Project, and the budget set forth in **Section 1.3** has been developed based on such framework. The Design-Builder shall advance the Project in a manner consistent with such budget and the understanding that only the following cost elements are excluded from the budget set forth in **Section 1.3** of the RFP:

- a) 3rd Party Material Testing;
- b) Commissioning;
- c) 3rd Party Inspections;
- d) Costs of active client agency equipment;
- e) 3rd Party Plan Review;
- f) Public Art; and

2.13 Key Personnel; Diversion

2.13.1 Identification of Key Personnel. The following individuals shall be considered key personnel ("Key Personnel"): (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project manager; (iv) the Design Principal; (v) the Project Landscape Architect/Urban Designer; (vi) the Lead Landscape Architect; (vii) the individual responsible for the playground design; (viii) the lead Civil Engineer; and (ix) the individual that will manage quality control and interact with the Department's quality control representative. The Design-Builder will not be permitted to reassign any of the Key Personnel unless the Department approves the proposed reassignment and the proposed replacement.

2.13.2 Key Personnel Liquidated Damages. If the Design-Builder removes or reassigns one of the Key Personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the Design-Builder or any affiliate of the Design-Builder) without the prior written consent of the Department, the Design-Builder shall pay to the Department the sum of Twenty Five Thousand Dollars (\$25,000) as liquidated damages. These 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 Design-Builder in the event that a member of the key personnel has been removed or replaced by the Design-Builder without the consent of the Department.

2.14 Deliverable List

The Design-Builder shall be required to prepare and submit the following, in addition to any other deliverables required under this RFP and the RFP Documents:

2.14.1 Design and Preconstruction Phase Deliverables

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

2.14.2 Construction Deliverables

- a) Contingency Balance Update.
- b) Hazardous Material Abatement Subcontractor Insurance Certificates.
- c) Hazardous Material Abatement Records.
- d) Construction Document Packages.
- e) Progress Meeting Minutes.
- f) Project Schedule Updates.
- g) Project Progress Reports.
- h) Cost Variance Report.

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

2.14.3 Close-Out Deliverables

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

2.15 Licensing, Accreditation and Registration

The Design-Builder and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the Agreement. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional Architect or engineer licensed in the District of Columbia.

2.16 Conformance with Laws

It shall be the responsibility of the Design-Builder to perform under the Agreement in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

2.17 Davis-Bacon Act

The Davis-Bacon Act is applicable to this Project. As such, the Design-Builder and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

2.18 Time is of the Essence

Time is of the essence with respect to the Design-Build Agreement. The Project must be Substantially Complete by the Substantial Completion Date. As such, the Design-Builder must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

PART 3 - EVALUATION AND AWARD CRITERIA

3.0 Evaluation Criteria

Proposals will be evaluated in accordance with the following evaluation criteria:

- a) Relevant Experience & Capabilities of the Builder (**10 points**)
- b) Key Personnel of the Builder (**10 points**)
- c) Relevant Experience & Capabilities of the Architect (**20 points**)
- d) Key Personnel of the Architect/Engineer (**20 points**)
- e) Project Management Plan & Schedule (**20 points**)
- f) Price (**20 points**)
- g) CBE Preference (**12 points**)

3.1 Evaluation Process

The Department shall evaluate Offerors' submissions ("Submission(s)") and any best and final offers in accordance with the provisions of this **Part 3** and the Department's Procurement Regulations. Submission(s) include all items outlined in **Section 5.1**.

3.2 Evaluation Committee

Each Offeror's Submission shall be evaluated in accordance with this **Part 3** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose Submission(s) are determined by the source selection official to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror (s) with the highest score as evaluated per the factors in **Section 3.4** of this RFP.

3.3 Oral Presentation

The Department does not intend to interview Offerors; however, it reserves the right to interview Offerors in the competitive range, if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

3.3.1 Length of Oral Presentation

Each Offeror will be given up to sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty five (45) minutes for the Evaluation Committee to assess the presentation and prepare questions. The

Offeror will then respond to questions from the Department's Evaluation Committee for no more than ninety (90) minutes.

3.3.2 Oral Presentation Schedule

The order of oral presentations will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the Contracting Officer.

3.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this Project. Each Offeror will be limited to seven (7) persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the Project.

3.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as the Design-Builder for this Project, including the qualifications of Key Personnel.

3.4 Proposal Evaluation

Each Proposal will be scored on a scale of zero (0) to one hundred twelve (112) points. Offerors will be eligible to receive up to twelve (12) of the one hundred twelve (112) points based on the Offeror's status as a CBE as outlined in **Part 4** of this RFP. The Department's evaluation shall not necessarily be limited to the information provided in the Offeror's Proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, and the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. The Agreement will be awarded to the Offeror found to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with the highest evaluated score.

3.4.1 Relevant Experience & Capabilities of the Builder (10 points)

The Department desires to engage a Design-Builder with the experience necessary to accomplish the objectives set forth in the RFP. The construction component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) construction and renovation of mixed-use recreation, community and park facilities; (iii) knowledge of, and access to, the local subcontracting market; (iv) knowledge of the local regulatory agencies and Code Officials, including the NCPC process in lieu of zoning; and (v) past performance evaluations. In evaluating these subfactors, the Department will consider, among other

things, the Offeror's track record in delivering projects on-time and on-budget. If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture. This element of the evaluation will be worth up to ten (10) points.

3.4.2 Key Personnel of the Builder (10 points)

The Department desires that the Design-Builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Project executive; (ii) the superintendent; (iii) the Project Manager (iv) Preconstruction Manager/Estimator; and (v) Safety/Quality Assurance/Quality Control Manager. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to ten (10) points.

3.4.3 Relevant Experience & Capabilities of the Architect/Engineer (20 points)

The Department desires to engage a Design-Builder with a design component that possesses the experience necessary to accomplish the objectives set forth in the RFP. The design component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) the design of transportation and public space projects in a major urban context; (ii) design of mixed-use recreation, community, and park facilities; (iii) cost estimating and Value Engineering/management; (iv) knowledge of the local regulatory agencies and Code Officials, including the NCPC process in lieu of zoning; and (v) experience with designing urban transit parks using the following design components:

- Sustainability and Resilience
- Parks, Recreation, and Leisure (Playscapes, Day and Night time Activation)
Urban Design
- Place Making/Space Activation Strategies
- Landscape Design
- Transit and Multi-Modal Connectivity
- Low Impact Development
- CEPTED Design

If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role

in the proposed team or Joint Venture. This element of the evaluation will be worth up to twenty (20) points.

3.4.4 Key Personnel of the Architect/Engineer (10 points)

The Department desires that the design component of the Design-Builder assign to this Project personnel who have experience in designing and completing construction projects on-time and on-budget. The personnel so assigned should have the necessary experience and professional credentials for the role each such individual is assigned. At a minimum, the proposal should identify: (i) the design principal-in-charge; (ii) the project landscape architect/urban designer; (iii) the Lead Landscape Architect; (iv) the individual responsible for the playground design; and (v) the lead Civil Engineer. Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to twenty (20) points.

3.4.5 Project Management Plan & Schedule (20 points)

Offerors are required to submit with their proposal a management plan ("Management Plan"). The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. At a minimum, it should (i) outline the procedures that the Offeror will use during the pre-construction phase to guide the design to ensure that it will stay within the Department's budgetary constraint; (ii) outline the purchasing procedures that will be used to maximize competition and manage cost constraints; (iii) outline the procedures that will be used during the Construction Phase to minimize change orders and maximize Project quality; and (iv) identify the key personnel and their specific roles in managing the Project.

In addition, the Management Plan should include a discussion outlining how the Offeror intends to implement the Project. This discussion should demonstrate an understanding of the key constraints and challenges related to the Project and how the Offeror will work to mitigate and manage these constraints and challenges. Such narratives should also include key milestone dates and an explanation of how those dates will be achieved. The narrative shall include a preliminary schedule which shall be coordinated with the approach.

DGS is also seeking creative community engagement methods, possibly to including charrettes and walking tours. As part of the proposed Management Plan, Offerors should explain their approach to community engagement and discuss the methods that they recommend to drive our community engagement efforts. This may include online and mobile platforms that allow the broader community to participate. Please provide a

specific community engagement schedule in your proposal that includes your unique approach to community engagement.

This element of the evaluation is worth up to twenty (20 points).

3.4.6 Price (20 points)

Offerors will be required to submit with their Proposals the following fee components: (i) a Design Budget; (ii) a Design-Build Fee; and (iii) a General Conditions Budget. The Design-Build Fee will be a fixed fee and should cover the cost of the Design-Builder's overhead and profit; the Design Budget should include an upset limit and a schedule of values showing the cost of the various phases of the design (and should include the cost of construction administration for Phase 1); and the cost of general conditions, as defined in the Design-Build Agreement, shall be reimbursable subject to a cap equal to the General Conditions Budget proposed by the Offeror. Each Offeror will be required to complete and submit with their Proposal a copy of the pricing sheet set forth as **Attachment B**, which includes all these price components. The pricing sheet shall be submitted as part of Volume 2 (i.e. the price proposal) as more fully described in **Part 5** of this RFP. These price components will be worth up to twenty (20) points.

3.4.7 CBE Preference (12 points)

The remaining twelve (12) points will be awarded based on the Offeror status as a CBE/SBE as outlined in **Part 4** of this RFP.

PART 4 - ECONOMIC INCLUSION

4.0 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise (“SBE”), having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror’s Proposal:

- a) Three (3) preference points shall be awarded if the Offeror is certified as having a SBE.
- b) Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- c) Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- d) Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- e) Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- f) Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- g) Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- h) Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is twelve (12) points.

4.1 Preferences for Certified Joint Ventures

A certified Joint Venture will receive preferences as determined by Department of Small and Local Business Development in accordance with D.C. Official Code § 2-218.39a (h).

- a) A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.
- b) Any vendor seeking certification in order to receive preferences under this RFP should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N

Washington DC 20001
(202) 727-3900

- c) All Offerors are encouraged to contact Department of Small and Local Business Development at (202) 727-3900 if additional information is required on certification procedures and requirements.

4.2 Subcontracting Plan

An Offeror responding to this RFP which is obligated to subcontract shall be required to submit with its Proposal, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. If the Agreement is in excess of (\$250,000), at least (35%) of the dollar volume of the Agreement shall be subcontracted in accordance with **Attachment H**.

4.2.1 Mandatory Subcontracting Requirements

- a) Unless the Director of the Department of Small and Local Business Development has approved a waiver in writing, for all contracts in excess of (\$250,000), at least (35%) of the dollar volume of the Agreement shall be subcontracted to qualified SBEs.
- b) If there are insufficient SBEs to completely fulfill the requirement of paragraph **(a)** of this **Section 4.2.1** above, then the subcontracting may be satisfied by subcontracting (35%) of the dollar volume to any qualified CBEs; provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- c) A Design-Builder ("Prime Contractor") that is certified by Department of Small and Local Business Development as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs (a) and (b) above of this **Section 4.2.1**.
- d) Except as provided in paragraphs (e) and (g) below of this **Section 4.2.1**, a Prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A CBE Prime Contractor that performs less than (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- e) A Prime Contractor that is a certified Joint Venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A certified Joint Venture Prime Contractor that performs less than (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- f) Each CBE utilized to meet these subcontracting requirements shall perform at least (35%) of its contracting effort with its own organization and resources.

- g) A Prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the on-site work with its own organization and resources if the Agreement is one (\$1) million dollars or less.

4.2.2 Subcontracting Plan Requirements

If the Prime Contractor is required by law to subcontract under the Agreement, it must subcontract at least (35%) of the dollar volume of the Agreement in accordance with the provisions of **Section 4.2.1 (a)**. The plan shall be submitted as part of the Proposal and may only be amended with the prior written approval of the CO and Director of Department of Small and Local Business Development. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District and the Department. Each subcontracting plan shall include the following:

- a) The name and address of each subcontractor;
- b) A current certification number of the small or certified business enterprise;
- c) The Scope of Work to be performed by each subcontractor; and
- d) The price that the Prime Contractor will pay each subcontractor.

4.2.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Prime Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor and the Director of Department of Small and Local Business Development.

4.2.4 Subcontracting Plan Compliance Reporting

- a) The Prime Contractor has a subcontracting plan required by law for this Agreement; the Prime Contractor shall submit a quarterly report to the CO, District of Columbia Auditor and the Director of Department of Small and Local Business Development. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - 1. The price that the Prime Contractor will pay each subcontractor under the subcontract;
 - 2. A description of the goods procured or the services subcontracted for;
 - 3. The amount paid by the Prime Contractor under the subcontract;
 - 4. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- b) If the fully executed subcontract is not provided with the quarterly report, the Prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

4.2.5 Annual Meetings

Upon at least 30-days written notice provided by Department of Small and Local Business Development, the Prime Contractor shall meet annually with the CO, contract administrator (“CA”), District of Columbia Auditor and the Director of Department of Small and Local Business Development to provide an update on its subcontracting plan.

4.2.6 Notices

The Prime Contractor shall provide written notice to the Department of Small and Local Business Development and the District of Columbia Auditor upon commencement of the Agreement and when the Agreement is completed.

4.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

A Prime Contractor shall be deemed to have breached a subcontracting plan required by law, if the Prime Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements. A Prime Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63. If the CO determines the Prime Contractor’s failure to be a material breach of the Contract, the CO shall have cause to terminate the Contract under the default provisions in the Standard Contract Provisions, **Attachment G**.

4.2.8 CBE as Prime Contractor

A Prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of **Section 4.2**.

4.3 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror’s Team and every subconsultant’s employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this Project, shall be residents of the District of Columbia.

Upon execution of the Agreement, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the Project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and

regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of (\$100,000) or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the Agreement; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the Project; (iii) make best efforts to hire at least (51%) District residents for all new jobs created by the Project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least (51%) apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of (\$500,000) or more must register an apprenticeship program with the D.C. Apprenticeship Council.

The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
- b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
- c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
- d) At least seventy percent (70%) of common laborer hours shall be performed by District residents.

4.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. The Prime Contractor shall be liable for any subcontractor non-compliance.

PART 5 - PROPOSAL ORGANIZATION AND SUBMISSION

5.0 General

This part outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

5.1 Submission Identification

Submissions shall be proffered in a complete original proposal (Technical and Price Proposals); one (1) copy of the Price Proposal; and five (5) copies of the technical portion of the Proposal as outlined below; an electronic copy of the complete original proposal either on USB flash drive or CD-ROM shall also be provided. The Offeror's original Submission shall be placed in a sealed envelope conspicuously marked: "**Proposal for Design-Build for Eastern Market Metro Park Project – DCAM-18-CS-0059.**"

5.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Contracts & Procurement Division
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Attn: George G. Lewis

5.3 Date and Time for Receiving Submissions

Submissions shall be received in the place identified in **Section 5.2** of this RFP no later than 2:00 P.M. on April 10, 2018. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

5.4 Submission Size, Organization and Offeror Qualifications

All Submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. The CPM schedule may be on 11"x17" bond paper, but shall be folded to a size of 8-1/2"x11". Telephonic, telegraphic, and facsimile Submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The Submission shall be organized as follows:

5.4.1 Executive Summary of Proposal

Each Offeror should provide a Proposal executive summary of no more than three pages of the information contained in **Section 5.4.2.**

5.4.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the Design-Builder and each of its subconsultants.

- a) Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- b) Firm profile(s), including:
 1. Age.
 2. Firm history(ies).
 3. Firm size(s).
 4. Areas of specialty/concentration.
 5. Current firm workload(s) projected over the next year.
 6. A list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Department and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting a Proposal to this RFP need be listed.
- c) Description of the team organization and personal qualifications of key staff, including:
 1. Identification of the single point of contact for the Offeror.
 2. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
 3. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
 - (i) The individual's name.
 - (ii) The individual's role.
 - (iii) The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 - (iv) The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role and the prior roles.
 - (v) The individual's current workload over the next two years.
 4. A chart showing the experience that the key team members have working together.

5.4.3 Relevant Experience and References

- a) Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this Project. For each such project, the Offeror should provide the information requested below:

1. The name and location of the project.
 2. The square footage of the project
 3. A short narrative of the scope of the contractor's work on the project.
 4. The delivery method implemented on the project.
 5. The start and end dates for construction.
 6. The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
 7. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
 8. The level of completion of design documents that the initial contract value was based on.
 9. The actual substantial completion date and the final contract value.
- b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment L**, are completed and submitted on behalf of the Offeror directly to the Department's POC stated in **Section 1.7** by the due date for Proposals as specified in **Section 5.3**.
- c) If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

5.4.4 Project Management Plan

The Project Management Plan should contain the information requested in **Section 3.4.4** of the RFP.

5.4.5 SBE Subcontracting Plan

Each Offeror shall complete and submit as part of its Technical Proposal a Subcontracting Plan in the form of **Attachment H**.

5.4.6 First Source Employment Agreement

Each Offeror shall complete and submit as part of its Technical Proposal a First Source Agreement in the form of **Attachment I**.

5.4.7 Preliminary Project Schedule

Each Offeror should prepare a preliminary project schedule (the "Baseline Schedule") that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by the Department. The Design-Builder shall incorporate any adjustment to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in CPM and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the Architect and the Design-Builder) to properly plan the Project,

and shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The preliminary schedule must also be submitted in Primavera 6 native format, and upon award, shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis. The schedule should demonstrate that the Offeror understands the Project and has a workable method to deliver the Project in a timely manner.

5.4.8 Price Proposal

The Price proposal shall be organized as follows:

- a) **Bid Form.** Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the Proposal non-responsive.
- b) **Bidder-Offeror Certification Form.** Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment C**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- c) **Tax Affidavit.** Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.
- d) **Bid Bond.** Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in **Part 9, Section 9.0**, in the form of **Attachment F**.

PART 6 - BIDDING PROCEDURES & PROTESTS

6.0 Contact Person

Offerors should contact the department's POC as stated in **Section 1.7** for information about this RFP or for any written questions or inquiries regarding the RFP.

6.1 Preproposal Conference

A preproposal conference will be held on **March 15, 2018 at 1:00 PM**. The conference will be held at the Eastern Market North Hall 225 7th Street, SE, Washington, DC, 20003. Interested Offerors are strongly encouraged to attend.

6.2 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly be familiar with all requirements prior to proffering a Submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the RFP shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering Submissions or if the lack of information would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Agreement shall not be binding.

Requests should be directed to the Department's POC at the address listed in **Section 1.7** no later than the close of business on March 20, 2018. The person making the request shall be responsible for prompt delivery.

6.3 Protests

Protests shall be governed by D.C. Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734).

6.4 Contract Award

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department's Procurement Regulations. Responses to the RFP shall be in the form of competitive sealed Proposals and the Agreement shall be awarded based on the Proposal that is the most advantageous to the Department, or in the event of more than one award, the Proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the Proposals. Price will be evaluated; however, while price or total cost to the Department may be an important or even

deciding factor in most source selections, the Department may select the source whose Proposal is more advantageous in terms of technical merit and other factors in accordance with Title 27 DCMR § 1613.5. As such, the Agreement contemplated hereunder will be awarded to the Offeror whose competitive sealed Proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

6.5 Retention of Submissions

All Submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the Submissions shall become the property of the Department and the Department shall reserve the right to distribute or use such information as it determines.

6.6 Examination of Submissions

Offerors are expected to examine the requirements of all instructions outlined in the RFP Documents including all amendments, addenda, attachments and exhibits. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

6.7 Late Submissions: Modifications

- a) Any Submission or best and final offer received at the office designated in **Section 5.2** after the time specified in **Section 5.3** shall not be considered.
- b) Any modification of a Submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in **Section 6.7 (a)** stated above.
- c) The only acceptable evidence to establish the time of receipt at the Department's designated office is the time-date stamp of such installation on the Submission wrapper or other documentary evidence of receipt maintained by the installation.
- d) Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful Submission which makes its terms more favorable to the Department may be considered at any time as received and may be accepted.
- e) Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Submissions.

6.8 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any Submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any Submissions, statements, reports, data, information, materials or other documents or items.

6.9 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- a) To cancel this RFP, in whole or in part, at any time before the opening of Proposals and/or reject all Submissions.
- b) To reject Submissions that fail to prove the Offeror's responsibility.
- c) To reject Submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the Submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- d) To waive minor irregularities in any Submission provided such waiver does not result in an unfair advantage to any Offeror.
- e) To take any other action within the applicable Procurement Regulations or law.
- f) To reject the Submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Submission or this RFP.
- g) To reject Submission that indicates a lack of understanding of any aspect of the Project.
- h) To reject Submissions that are too costly, financially or otherwise, to the Department relative to other Submissions and the Project budget.
- i) To reject Submissions where the Offeror has altered any pricing element or line item by Thirty Percent (30%) from the initial Proposal or median price for that pricing element or line item in response to a Request for a best and final offer.
- j) To reject Submissions that are deemed non-responsive.

6.10 Limitation of Authority

Only a Contracting Officer with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

6.11 Non-Responsive Proposals

6.11.1 Pricing. In general, the Department will consider a Proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price submitted by other Offerors. If there are no more than two (2) Offerors, the independent government estimate shall be used to establish a median price. The Department reserves the right to deem a Proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price.

6.11.2 Certification. The Department may consider a Proposal non-responsive if the Offeror fails to properly complete or provides accurate information on the Bidder/Offeror Certification Form **Attachment C**.

6.11.3 Exceptions. The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, the Agreement, and/or the Letter Contract.

6.11.4 Core Competency. The Department may consider a Proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in the Department's sole judgment, to demonstrate an understanding and competence in every aspect of the Project.

PART 7 - DESIGN BUILD AGREEMENT

7.0 Contract Documents

The Design-Build Agreement will be issued via Addendum to the RFP as **Attachment L**. The Standard Contract Provisions, is attached hereto as **Attachment G**. Offerors should carefully review the Design-Build Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and Design-Build Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions and entering into a Letter Contract, and subsequently, the Design-Build Agreement. **A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions, the Design-Build Agreement, or the Letter Contract, as defined in Section 2.2.1 of this RFP, may be deemed non-responsive.**

PART 8 - INSURANCE REQUIREMENTS

8.0 Required Insurance

To be issued via an Addendum.

PART 9 - BONDS REQUIREMENTS

9.0 Bid Bond

Offerors are required to submit with their Proposals a bid bond in the amount of five percent (5%) of total bidding budget, in the form included as **Attachment F**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded the Agreement fails to post a payment and performance bond for the full value of the Agreement, the Offeror shall thereby forfeit the full amount of the cashier's check, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check in lieu of a bid bond, the Offeror must complete the form included as **Attachment N** and return, notarized, with the Offeror's Proposal.

9.1 Trade Subcontractor Bonds

The Agreement will require that all trade subcontractors provide a payment and performance bond having a penal value equal to One Hundred Percent (100%) of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

9.2 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by **Section 9.1**, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the GMP at the time the Agreement is executed.

PART 10 - MISCELLANEOUS PROVISIONS

10.0 Conflict of Interest

The Department reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis. Offeror shall submit the Conflict Of Interest Disclosure Statement with their Proposals (**Attachment O**).

10.1 Definitions

Capitalized terms not otherwise defined in the Agreement definitions section shall have the meanings given to them in the RFP.

10.2 Abbreviations

The following are abbreviations used throughout this RFP:

| | |
|------|---|
| CPM | Critical Path Method |
| GMP | Guaranteed Maximum Price |
| LEED | Leadership in Energy & Environmental Design |
| NTP | Notice to Proceed |
| RFP | Request for Proposals |
| OP | Office of planning |
| CO | Contracting Officer |
| CCO | Chief Contracting Officer |
| CA | Contract Administrator |
| CFA | Commission of Fine Arts |
| COTR | A Contracting Officer's Technical Representative |
| DPR | District of Columbia Department of Parks and Recreation |
| CBE | A Certified Business Enterprise |
| SBE | Small Business Enterprises |

PART 11 - ATTACHMENTS

Attachment A-1 – Community Led Master Plan

Available for download at:

<http://www.barracksrow.org/index.php/on-the-row/220-eastern-market-metro-park-master-plan.pdf>

Attachment A-2 – Environmental Assessment

Attachment A-3 – Community Concerns (from past community meetings).

- o Maintain & improve multi-modality transportation
- o Improve orientation and make a functioning portal
- o Would like to see an interactive space
- o Better/safer pedestrian ways
- o Design for evening use of the space
- o Balance residential concerns with noise & traffic
- o Should become a destination
- o Create a place for relaxation, taking in the view, socializing, & gathering
- o Design to be environmentally sustainable
- o Utilitarian “people’s park” not a corporate park
- o Needs dedicated maintenance budget fund & crew
- o Must be maintainable
- o Take into account the needs of the merchants on d St.
- o Make multi-use & flexible
- o Create multigenerational spaces
- o Should be usable by people in all seasons
- o How will success of this project be measured?
- o Creation of a gathering space that people respect

Attachment B - Form of Offer Letter

Attachment C - Bidder/Offeror's Certification Form

Attachment D - Tax Affidavit

Attachment E - Davis-Bacon Wage Rates

Attachment F - Bid Bond Form

Attachment G - Standard Contract Provisions

Attachment H - SBE Subcontracting Plan

Attachment I - First Source Agreement

Attachment J - 2018 Living Wage Act

Attachment K - Past Performance Evaluation Form

Attachment L - Agreement for Design-Build Services – will be issued via Addendum

Attachment M - Notice to Proceed and Letter of Contract– will be issued via Addendum

Attachment N - Bid Guarantee Certification

Attachment O - Conflict Of Interest Disclosure Statement

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Offeror's Name: _____ ("Offeror(s)")

Offeror's attention is directed to **Section 4705** and **Section 4707** of the Department of General Services Procurement Rules for Construction and Related Services regarding organizational conflicts of interest ("Organizational Conflicts of Interest"). Offerors are advised that certain firms will not be allowed to participate in the Project or on any Offeror's team for the Project because of their work with the Department in connection with the Project procurement.

(Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement or the RFP).

Required Disclosure of Conflicts

In the space provided below identify all relevant facts relating to past, present, or planned interest(s) of the Offeror's team (including the Offeror, principal/major participants, proposed subconsultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the Project) which may result, or could be viewed as, an Organizational Conflict of Interest in connection with the RFP.

Offeror should disclose: (a) any current contractual relationships with the Department, (b) any past, present, or planned contractual or employment relationships with any officer or employee of Department, and (c) any other circumstances that might be considered to create a financial interest in the Agreement by any Department member, officer or employee if Offeror is awarded the Contract. Offeror should also disclose matters such as having directors in common with any of the individuals or entities involved in preparing the RFP. Offeror should also disclose contractual relationships (i.e. Joint Ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Offeror or a member of Offeror's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Name

Title

Company Name

_____, 20__

Date

Attachment P

Release of Lien Forms

Attachment Q

Proposed Project Schedule