

**Attachment 1**

RFP DCAM-20-CS-RFP-0005 Attachment B Offer Letter (revised)

Attachment B

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services  
2000 14<sup>th</sup> Street, NW  
Washington, D.C. 20009

Attention: George G. Lewis  
Contracting Officer

Reference: Request for Proposals (RFP) – DCAM-20-CS-RFP-0005  
Design Build Services – St. Elizabeths East Campus Parcel 6 Parking Garage

Dear Mr. Lewis:

On behalf of [INSERT NAME OF OFFEROR] (the "Offeror"), I am pleased to submit this Price proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposal (the "RFP") for Design-Build Services for the Parking Garage to be located on Parcel 6 of St. Elizabeths East Campus. [INSERT NAME OF OFFEROR] has reviewed the RFP and the attachments thereto, any addenda thereto (collectively, the "Bid Documents" or "RFP Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its bid in response to the RFP. The Offeror's bid and the Lump Sum Price are based on the RFP Documents as issued and assume no material alteration of the terms of the RFP Documents. (Collectively, the bid and the Lump Sum Price are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

**Lump Sum Price**

CLIN	DESCRIPTION	LUMP SUM PRICE
001	Provide Design-Build Services for the design and construction of Parking Garage to be located on Parcel 6 of St. Elizabeths East Campus as described in Part 2 of the RFP and the Project Specific Attachments provided as Attachments A1 – A15	\$ _____

**Allowances**

CLIN	DESCRIPTION	Not to Exceed
002	Allowances	

<b>002A</b>	DC Water- Meter Fees, Availability Fees, impact Fees, etc	<b><u>\$50,000</u></b>
<b>002B</b>	Pepco Fees – New service fees, including offsite infrastructure costs	<b><u>\$200,000</u></b>
<b>002C</b>	Verizon/Comcast fees	<b><u>\$75,000</u></b>
<b>002D</b>	Washington Gas Fees	<b><u>\$20,000</u></b>
<b>Allowance Total</b>		<b><u>\$345,000</u></b>

**Total Bid**

**Lump Sum Price**                 \$ \_\_\_\_\_

**Allowances Total**                 **\$345,000.00**

**Total Bid**                             \$ \_\_\_\_\_

**Unit Prices**

<b>CLIN</b>	<b>DESCRIPTION</b>		
003	Unit Prices	<u>Unit</u>	<u>Unit Price</u>
<b>003A</b>	Provide unit pricing for the removal of Fly Ash from the project site. For estimating purposes, assume 5000 Cubic Yards to be removed. If final amount removed is less than the budget amount established using the assumption above, the savings is to be returned to the District.	<b><u>Cubic Yard</u></b>	\$ _____ / per cubic yard
<b>003B</b>	Contaminated Soil Removal – Provide unit pricing for the removal of Contaminated Soil from the project site. For estimating purposes, assume 5000 Cubic Yards to be removed. If final amount removed is less than the budget amount established using the assumption above, the savings is to be returned to the District.	<b><u>Cubic Yard</u></b>	\$ _____ / per cubic yard
<b>003C</b>	Additional Excavation of Contaminated or Non-Contaminated Material & Backfill with Satisfactory Soils	<b><u>Cubic Yard</u></b>	\$ _____ / per cubic yard

<b>003d</b>	Disposal of All Excavated Contaminated Material	<b><u>Ton</u></b>	\$ _____ / Per ton
<b>003e</b>	Disposal of Additional Excavated Non-Contaminated Material	<b><u>Cubic Yard</u></b>	\$ _____ / per cubic yard

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

1. The Offeror agrees to hold its bid open for a period of at least one hundred twenty (120) days after the IFB closing date.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's bid.
4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a bid in response to the IFB in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a bid in response to the IFB; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
5. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

Mr. Lewis  
[DATE]  
Page 4

6. This Form of Offer Letter and Bid Form are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Attachment 2**

RFP DCAM-20-CS-RFP-0005 Attachment A10 –  
WMATA PCN251097 Agreement

July 31, 2018



Edward Fisher  
Executive Director, St. Elizabeth East  
DMPED Office of Deputy Mayor for Planning & Economic Development  
1350 Pennsylvania Ave, NW Suite 317  
Washington, DC 20004

RE: St. Elizabeth East Campus Men's Homeless Shelter  
PCN 251907 Letter Agreement

Dear Mr. Fisher:

Reference is made to the St. Elizabeth East Campus Men's Homeless Shelter project located in Washington, DC. Washington Metropolitan Area Transit Authority (WMATA) has reviewed the information provided and has determined that the proposed soil boring activities as well as later construction will impact WMATA's facilities. Subject to your concurrence with the terms of this Letter Agreement, WMATA will support the project, as described below.

Your execution of this letter agreement is necessary for:

- WMATA general coordination and design review of your project and the start of operational support;
- Confirmation that DMPED, will comply with WMATA Standards and Criteria, WMATA Adjacent Construction Project Manual and WMATA operational and safety requirements while working on or adjacent to WMATA property, facilities and operations, be it Metrorail or Metrobus; and
- Confirmation that DMPED will pay WMATA for its staff costs for general coordination, meeting attendance, design and construction review, construction monitoring and operational support.

It is WMATA policy that owners, developers and contractors (ODCs) fully fund WMATA staff costs for adjacent construction projects. WMATA will not perform the necessary work, including coordination efforts on this project unless this Letter Agreement has been executed and WMATA has received and processed your invoice payment.

Based upon communication and correspondence received by WMATA to date, WMATA foresees a project duration of between two (1) years and four (2) years and the Level of WMATA Support to include, but not limited to:

- WMATA's Office of Joint Development and Adjacent Construction (JDAC) Administrative Support
- Engineering Support Requirements
- Operational Support

**Washington  
Metropolitan Area  
Transit Authority**

600 Fifth Street, NW  
Washington, DC 20001  
202/962 1234

[www.wmata.com](http://www.wmata.com)

A District of Columbia,  
Maryland and Virginia  
Transit Partnership

Based on the above parameters, WMATA–JDAC Administrative, Engineering and Operational costs are estimated to be Thirty Thousand dollars, \$30,000. WMATA will assess additional costs to your project if WMATA determines further impacts to WMATA property, facilities, infrastructure and operations than currently determined.

WMATA will forward an invoice in the amount of \$10,000 to you upon receipt of the signed copy of this Letter Agreement. If the balance of the project is depleted to \$5,000 or less, WMATA will invoice you incrementally until the project is complete.

Please note the costs does not include costs for the following items, if applicable to your project:

- WMATA Real Estate Permit for temporary use and entry of WMATA property or if the performance of any work may impact WMATA interests. A permit will require insurance coverage and indemnification of WMATA
- Real Estate value for temporary or permanent use of WMATA property.
- Service changes to Metrorail or Metrobus, plus customer communications.
- Use of Metrorail work train or other special WMATA equipment.

The undersigned is financially responsible for all WMATA costs up to \$30,000 for <sup>FY 18</sup> ~~FY 19~~. The funding amounts described herein are based on the parties' good faith estimates of timing and scope of the project. The parties agree that if, during the execution of the project, it appears that WMATA's costs will exceed such \$30,000 amount, WMATA will send an updated invoice and the undersigned will either: (i) identify and provide additional funding to continue the work or (ii) stop work on the project that will cause WMATA to incur costs (including any work that could impact WMATA's facilities and/or operations) until such time as the additional funding can be provided. WMATA shall not be obligated to perform any work hereunder if funding for said work has not been provided to WMATA in advance. ct

Please have this Letter Agreement signed in the space provided below and submit the **original** signed agreement to WMATA, Joint Development and Adjacent Construction, 3500 Pennsy Drive, C-108, Landover, Maryland 20785, ATTN: Sheé Newman. Also, please email a copy of the signed Letter Agreement to Mary Oxendine at [moxendine@wmata.com](mailto:moxendine@wmata.com) prior to mailing.

If you have any questions, or require additional information, please contact Mary Oxendine at 301-618-7619.

Sincerely,



Benli Li  
Senior Program Manager, JDAC


cc: JDAC – S. Newman, M. Oxendine



**AGREED:**

EDWARD FISHER 202-213-8417  
Name (print) Telephone No.

EXECUTIVE DIRECTOR, ST ELIZABETHS EAST  
DMPED Office of Deputy Mayor for Planning & Economic Development

 8-2-18  
Signature Date

**Attachment 3**

RFP DCAM-20-CS-RFP-0005 Attachment A11 –  
WMATA PCN251097 Meeting Minutes

601 New Jersey Ave NW  
Suite 450  
Washington, DC 20001  
202-393-2426

[www.jacobs.com](http://www.jacobs.com)

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<b>Subject</b>	<b>St. Elizabeths East Campus – St Elizabeths and WMATA-JDAC coordination on Stage 2</b>		
<b>Project</b>	St. Elizabeths – Stage 2 Infrastructure Improvements – 8 projects for Stage & the new Hospital		
<b>Project No.</b>	695268CH	<b>File</b>	
<b>Prepared by</b>	Richard Staudinger	<b>Phone No.</b>	Call in # provided in agenda
<b>Location</b>	JDAC offices – 3500 Pennsy Drive, Landover, MD	<b>Date/Time</b>	July 2, 2019 / 10:00 AM
<b>Participants</b>	Mary Oxendine, Jim Walker, Sam Park/WMATA/JDAC Richard Staudinger, Bon Brillantes /Jacobs, Latrena Owens, James Parks/DMPED		
<b>Copies to</b>	Allam Al-Alami, Jeff Licklider, James Henry/DGS, Habib Diouf/Jacobs		

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After a safety moment and introductions, the meeting commenced with James Parks on the phone and all other participants attending the meeting in the JDAC office/conference room.

The impetus for the meeting was for the dual purposes of informing WMATA-JDAC of the 8 support projects to be underway in Stage 2 of the redevelopment of the St Elizabeths East Campus and discuss the status of agreements and funding for the JDAC reviews of several projects already underway or soon to be ready for WMATA review. These pending projects include the ongoing relocation of the homeless shelter, the new parking structure on parcel 6, Stage 2 A (pecan Street SE) and the surveying and geotechnical borings planned in the ravine for the future storm and sanitary sewer outfall lines. The future reconfiguration of the Congress Heights metro station circulation was also briefly discussed including the need for re-planning due to the addition of the Entertainment and Sports Arena on East Campus.

Representatives from WMATA, DMPED, and Jacobs attended the meeting.

1. An exhibit outlining the 8 new hospital support projects was reviewed with attendees.
2. Stage 2 A exhibit reviewed. This project is not anticipated to have impacts within the zone of influence (ZOI) of the green line. Jacobs to provide ZOI limits and cross sections at the outfall connects at Pecan and 13<sup>th</sup> Streets to WMATA to verify no impacts.
3. The stage 2 B&C work in 13<sup>th</sup> Street and the metro station will not begin until later this year or early 2020, but discussion with bus routing and station planning should be initiated this summer.
4. The relocation of the existing hospital power supply will have impacts within the ZOI of the green line and the metro station itself. Request was made by Jacobs for WMATA plans for power supply and utilities to station and traction building so they can be avoided when designing the new underground primary power service to the existing hospital as part of the advanced work tasks for stage 2 B&C.
5. Graphics of the parking garage on parcel 6 were reviewed showing the garage notched to avoid the ZOI. Concept civil plans with sections will be provided by Jacobs for this parking structure clearly indicating the limits of the ZOI for WMATA review. These plans are anticipated to be complete for the design build solicitation by DGS in mid July.

St. Elizabeths East Campus – St Elizabeths and WMATA-  
JDAC coordination on Stage 2  
July 2, 2019 / 10:00 AM

6. For the present time the existing PCN 251907 and agreement will be used by WMATA for reviews. But DMPED needs to decide internally what to do once the shelter construction starts so that the liability is handled by the contractor and not the District.
7. Mary Oxendine is to continue to be the main Point of Contact for WMATA – JDAC but copy Jim Walker on all emails and correspondence.

### ACTION ITEMS

1. WMATA-JDAC to supply to Jacobs as built plans for the power services to the Congress Heights Metro station and the Traction Power building for the Green Line next to the station
2. Jacobs to confirm back to JDAC what name the permit was issued in for PCN 251907 (the new homeless shelter geotechnical borings review) and notify JDAC if permittee will be changed to contractor once construction is ready to commence on the foundations for the building over the green line. Design reviews may proceed under the existing agreement as always anticipated.
3. DMPED to notify D/B team for new shelter at meeting next week that they need to immediately engage with JDAC on the conceptual approach to the building foundations prior to spending a lot of design effort.
4. Jacobs to supply updated master schedule of the 8 projects once updated from last revision in March of 2019
5. JDAC and DMPED to explore setting up a new agreement for the projects 3 & 8 as they are anticipated to be Design/Bid/Build format and there will be extensive planning and project reviews for the portion that includes the new circulation pattern for the Congress Heights Metro station.
6. Jacobs to supply to WMATA the final geotechnical report completed earlier this year for the new homeless shelter design build procurement.
7. Next meeting is anticipated to be held the week of August 5-9. Location to be determined as well as agenda and attendees. It may be appropriate to include bus and station planning in the next meeting.

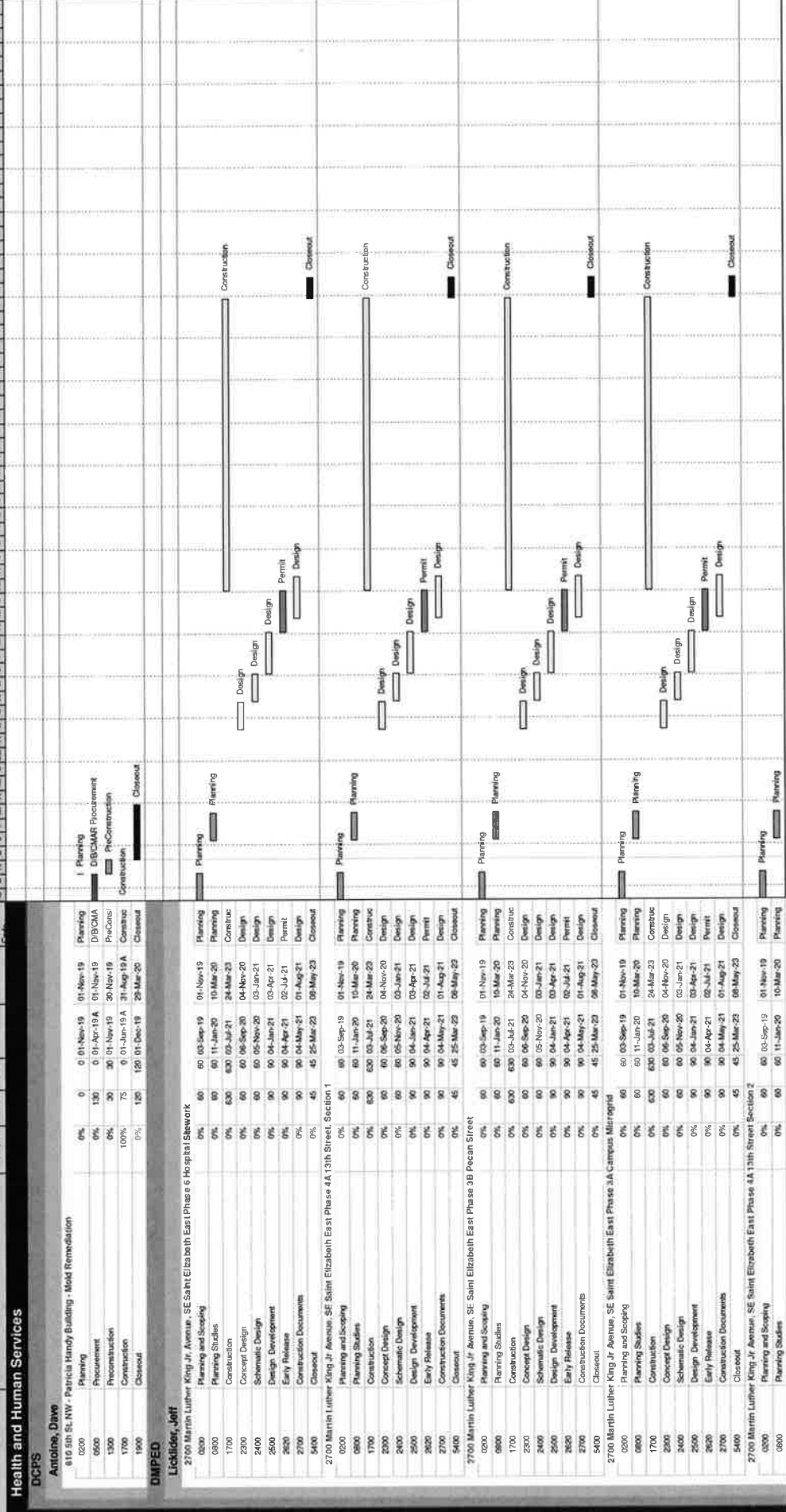
**Attachment 4**

**RFP DCAM-20-CS-RFP-0005 Attachment A12 –  
Project Milestones Schedule**

Master Schedule Monthly Report  
 Progress Period: 11.01.19 through 11.30.19

Status Date: 01 DEC 2019  
 Baseline: Baseline (Definitive)

Activity ID	Activity Name	Physical % Complete	Orig. Dur.	Rem. Start Dur	Finish	WBS Type of Work	2017	2018	2019	2020	2021	2022	2023	2024
0200	Antioch, Dive	6%	0	01-Nov-19	01-Nov-19	Planning								
0600	810 5th St. NW - Patricia Handy Building - Mold Remediation	0%	130	01-Apr-19A	01-Nov-19	D/CMAR Procurement								
1300	Procurement	0%	30	01-Nov-19	30-Nov-19	Pre-Const								
1700	Construction	100%	75	01-Jun-19 A	31-Aug-19 A	Const								
1900	Closure	0%	120	01-Dec-19	25-Mar-20	Closure								



DGS Master Schedule  
 Page 11 of 56  
 Layout: ALL CLUSTERS: Monthly Report

Activity ID	Activity Name	Physical % Complete	Orig. Dur.	Rem. Start Dur	Finish	WBS Type of Work	2017	2018	2019	2020	2021	2022	2023	2024
0200	Antioch, Dive	6%	0	01-Nov-19	01-Nov-19	Planning								
0600	810 5th St. NW - Patricia Handy Building - Mold Remediation	0%	130	01-Apr-19A	01-Nov-19	D/CMAR Procurement								
1300	Procurement	0%	30	01-Nov-19	30-Nov-19	Pre-Const								
1700	Construction	100%	75	01-Jun-19 A	31-Aug-19 A	Const								
1900	Closure	0%	120	01-Dec-19	25-Mar-20	Closure								

Legend:

- ◆ Milestone
- ▬ Project Planning
- ▬ Design
- ▬ A/E Proc
- ▬ D/B Procurement
- ▬ Const
- ▬ GC Proc
- ▬ Permitting
- ▬ Closure



Activity ID	Activity Name	Physical % Complete	Orig. Due	Item Start	Finish	GAC Type of Work
2700	Construction Documents	0%	04-May-21	01-Aug-21	09-May-23	Design
5400	Closure	0%	45	25-Mar-23	09-May-23	Closure
2700	2700 Heron Lumber King Jr Avenue, SE Spirit Elizabeth East Phase 18 Horse Stables Upgrades	0%	00	00-Sep-19	01-Nov-19	Planning
0200	Planning and Scoping	0%	60	11-Jan-20	10-Mar-20	Planning
0800	Planning Studies	0%	60	03-Jul-21	04-Mar-23	Design
1700	Construction	0%	630	03-Jul-21	24-Mar-23	Construction
2000	Concept Design	0%	60	06-Sep-20	03-Jan-21	Design
2400	Schematic Design	0%	60	05-Nov-20	05-Jan-21	Design
2500	Design Development	0%	60	04-Jan-21	02-Jul-21	Design
2600	Early Release	0%	90	04-Apr-21	02-Jul-21	Permit
2700	Construction Documents	0%	90	04-May-21	01-Aug-21	Design
5400	Closure	0%	45	25-Mar-23	09-May-23	Closure
0200	Planning and Scoping	0%	60	03-Sep-19	01-Nov-19	Planning
0800	Planning Studies	0%	60	11-Jan-20	10-Mar-20	Planning
1700	Construction	0%	630	03-Jul-21	24-Mar-23	Construction
2000	Concept Design	0%	60	06-Sep-20	03-Jan-21	Design
2400	Schematic Design	0%	60	05-Nov-20	05-Jan-21	Design
2500	Design Development	0%	60	04-Jan-21	02-Jul-21	Design
2600	Early Release	0%	90	04-Apr-21	02-Jul-21	Permit
2700	Construction Documents	0%	90	04-May-21	01-Aug-21	Design
5400	Closure	0%	45	25-Mar-23	09-May-23	Closure
0200	Planning and Scoping	0%	60	03-Sep-19	01-Nov-19	Planning
0800	Planning Studies	0%	60	11-Jan-20	10-Mar-20	Planning
1700	Construction	0%	630	03-Jul-21	24-Mar-23	Construction
2000	Concept Design	0%	60	06-Sep-20	03-Jan-21	Design
2400	Schematic Design	0%	60	05-Nov-20	05-Jan-21	Design
2500	Design Development	0%	60	04-Jan-21	02-Jul-21	Design
2600	Early Release	0%	90	04-Apr-21	02-Jul-21	Permit
2700	Construction Documents	0%	90	04-May-21	01-Aug-21	Design
5400	Closure	0%	45	25-Mar-23	09-May-23	Closure
0200	Planning and Scoping	0%	60	03-Sep-19	01-Nov-19	Planning
0800	Planning Studies	0%	60	11-Jan-20	10-Mar-20	Planning
1700	Construction	0%	630	03-Jul-21	24-Mar-23	Construction
2000	Concept Design	0%	60	06-Sep-20	03-Jan-21	Design
2400	Schematic Design	0%	60	05-Nov-20	05-Jan-21	Design
2500	Design Development	0%	60	04-Jan-21	02-Jul-21	Design
2600	Early Release	0%	90	04-Apr-21	02-Jul-21	Permit
2700	Construction Documents	0%	90	04-May-21	01-Aug-21	Design
5400	Closure	0%	45	25-Mar-23	09-May-23	Closure
0200	Planning and Scoping	0%	60	03-Sep-19	01-Nov-19	Planning
0800	Planning Studies	0%	60	11-Jan-20	10-Mar-20	Planning
1700	Construction	0%	630	03-Jul-21	24-Mar-23	Construction
2000	Concept Design	0%	60	06-Sep-20	03-Jan-21	Design
2400	Schematic Design	0%	60	05-Nov-20	05-Jan-21	Design
2500	Design Development	0%	60	04-Jan-21	02-Jul-21	Design
2600	Early Release	0%	90	04-Apr-21	02-Jul-21	Permit
2700	Construction Documents	0%	90	04-May-21	01-Aug-21	Design
5400	Closure	0%	45	25-Mar-23	09-May-23	Closure

**DHS**

**Rob Tate**

Ward 4 Short Term Family Housing

0200	Planning	100%	64	04-May-17A	06-Jul-17A	Planning
0500	Procurement - Phase 1	100%	153	01-Sep-17A	01-Jan-18A	AE Proc
0600	Procurement - Phase 2	100%	153	01-Jun-18A	31-Dec-18A	AE Proc
0800	Design - Phase 2	65%	171	01-Dec-18A	19-Apr-20	Design
0900.1	Design - Phase 1	100%	282	01-Feb-18A	30-Oct-19A	Design
0950	Permitting	0%	25	20-Apr-20	14-May-20	Permit
1700	Construction - Phase 2	0%	305	15-May-20	14-Apr-21	Construction
1700.1	Construction - Phase 1	0%	405	01-Nov-19	09-Dec-20	Construction
1900	Closure	0%	30	15-Apr-21	14-May-21	Closure

**Darrell Harcic**

4300 12th Street, SE Ward 8 Permanent Supportive Housing

0500	Procurement	100%	121	15-Feb-17A	08-Jul-17A	AE Proc
0800	Design	100%	162	17-May-17A	17-Nov-17A	Design
0850	Permitting	100%	73	23-Jun-17A	16-Mar-18A	Permit
1700	Construction	100%	349	17-Nov-17A	28-Aug-19A	Construction
1900	Closure	0%	51	01-Nov-19	21-Dec-19	Closure

**Jeremy Register**

1700 Rhode Island Avenue NE Ward 5 Short Term Housing Project

0500	Procurement	100%	121	24-Jul-16A	08-Oct-16A	AE Proc
0800	Design	100%	123	03-Oct-16A	18-Dec-17A	Design
0850	Permitting	100%	290	15-Jun-17A	01-Jun-18A	Permit
1100	Procurement	100%	117	15-Feb-17A	01-Mar-19A	GC Proc
1700	Construction	100%	578	28-Sep-17A	01-Aug-19A	Construction
1900	Closure	0%	38	01-Nov-19	08-Dec-19	Closure

**Chris Wright**

1131 Spring Road, NW DHS - Roof & Exterior Upgrade at 1131 Spring Road

0800	Design	100%	220	15-Nov-16A	30-Nov-16A	Design
1250	Procurement	100%	0	01-May-19A	24-May-19A	GC Proc
1700	Construction	0%	365	01-Jun-19A	31-Dec-19	Construction
1900	Closure	0%	30	30-Jan-20	30-Jun-20	Closure

Legend:  
 Milestone: [ ]  
 Project Planning: [ ]  
 Design: [ ]  
 AE Proc: [ ]  
 D/B Procurement: [ ]  
 Design/Build: [ ]  
 GC Proc: [ ]  
 Const: [ ]  
 Closure: [ ]  
 Permitting: [ ]



**Attachment 5**

RFP DCAM-20-CS-RFP-0005 Attachment A13 –  
Inadvertent Discoveries Plan

## **INADVERTENT DISCOVERIES PLAN**

- A. In the event that a previously unidentified archaeological resource is discovered during ground disturbing activities during execution of the actions covered under this MOA, FHWA and DDOT shall immediately halt all construction work involving subsurface disturbance in the area of the resource and in the surrounding area where further subsurface resources can reasonably be expected to occur and immediately notify the DCSHPO of the discovery. Work in all other areas of the action may continue.
- B. FHWA and DDOT shall ensure that an archaeologist meeting the Secretary of the Interior's *Professional Qualifications Standards* (48 FR 44739) investigates the work site and the resource and then shall forward to the DCSHPO an assessment of the NRHP eligibility of the resource (36 CFR60.4). The FHWA and DDOT, in consultation with the DCSHPO shall determine the eligibility of the resource within two (2) working days of receipt of the permit applicant's assessment.
- C. If the resource is determined eligible for the NRHP, FHWA and DDOT shall develop a treatment plan for the resource and submit it to the DCSHPO for review and approval. DCSHPO shall have two (2) calendar days of receipt of the plan to respond. If the DCSHPO fails to respond within two (2) calendar days of documented receipt of the treatment plan, FHWA and DDOT may assume the non-responding party's concurrence.
- D. Work in the affected area shall not proceed until the DCSHPO has concurred that the resource is not eligible for inclusion on the National Register or the permit applicant has implemented an approved treatment plan for the resource.
- E. Any disputes over the evaluation or treatment of previously unidentified resources will be resolved in accordance with Stipulation XIII of this MOA.

## **UNANTICIPATED DISCOVERY OF HUMAN REMAINS**

FHWA and DDOT shall ensure that if human remains are discovered during construction, the DCSHPO is immediately notified of the discovery and that all ground-disturbing activities in the immediate area of the discovery cease immediately and remain halted until all of the following actions have been carried out:

- a. Within twenty-four (24) hours, FHWA and DDOT shall implement measures to protect the human remains from inclement weather and vandalism, and notify the District of Columbia Office of the Chief Medical Examiner (OCME) of the discovery. Sufficient description of the discovery shall be provided to allow OCME to complete its obligations under Statute § 5-1406 of the District of Columbia Code or other applicable law(s).
- b. If the OCME determines that the human remains are not subject to a criminal investigation by local or federal authorities, FHWA and DDOT shall determine appropriate disposition in consultation with the DCSHPO. FHWA and DDOT shall comply with all applicable federal and District of Columbia laws and regulations governing the discovery and disposition of human remains and consider ACHP's 2007

**Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects, available at: [www.ach.gov/docs/olc/0207.pdf](http://www.ach.gov/docs/olc/0207.pdf).**

**c. In the event that FHWA and DDOT determine, after consultation, that Native American human remains or funerary objects have been discovered during construction, FHWA and DDOT shall proceed in accordance with the Native American Graves Protection and Repatriation Act, as amended (Public Law 101-601 25 U.S.C. 3001 et seq.).**

**d. Before making any final decision regarding the treatment of human remains, FHWA and DDOT, as appropriate, shall within five (5) business days (not including a federal holiday) after discovery of such remains initiate consultation with the ACHP, DCSHPO, and Indian tribes, if applicable, to develop and implement treatment measures with the understanding that federal and/or District of Columbia law(s) may determine the outcome.**

**Attachment 6**

RFP DCAM-20-CS-RFP-0005 Attachment A14 –  
St. Elizabeths East CAD Files

[https://dcgovict-my.sharepoint.com/:f/g/personal/ali\\_sheikhbahaei\\_dc\\_gov/EuBIUtV-FIVOmghQRlc2ZjwBmWxIAzUbGHBtAllrrbQe4Q?e=Pm5jJ](https://dcgovict-my.sharepoint.com/:f/g/personal/ali_sheikhbahaei_dc_gov/EuBIUtV-FIVOmghQRlc2ZjwBmWxIAzUbGHBtAllrrbQe4Q?e=Pm5jJ)

**Attachment 7**

**RFP DCAM-20-CS-RFP-0005 Attachment A15 –  
BIM Requirements**

# **BIM REQUIREMENTS – DESIGN-BUILD SERVICES CONTRACT**

## **PART 1 – GENERAL**

### **Section 1.1. SUMMARY**

1.1.1. This document establishes general and administrative requirements pertaining to Building Information Modeling (BIM) to meet Facilities Information Management (FIM) expectations for projects of various sizes and delivered under various contracting methodologies.

1.1.2. BIM practices require cooperation and involvement of all parties throughout the project delivery process, regardless of the delivery method being used for a given project.

1.1.3. BIM practices encompass and coordinate traditionally separate functions of design and construction in order to assemble all related building information into one Project Information Matrix that will provide the information needed to efficiently operate and maintain the facility once Substantial Completion has been achieved and the Project has been turned over to the Owner.

1.1.4. It is of primary concern that all building modeling and facility information developed during the design and construction of the Project be timely and efficiently developed, maintained and exchanged from initiation of the Project through Final Completion in accord with all Contract Documents and with Owner's operational and maintenance needs. Throughout the Project lifecycle, the A/E and the Contractor are expected to systematically demonstrate to the Owner that all building and system information is current to the extent that it can be at a given time during the design and construction process.

1.1.5. It shall be the responsibility of the Contractor and each of its Subcontractors, to have or obtain, at their cost, the trained personnel, hardware, and software necessary to successfully fulfill their respective obligations as set forth in the mutually developed BIM Execution Plan.

### **Section 1.2. COORDINATION, DATA VALIDATION AND TRANSFER**

#### **1.2.1. BIM Team**

##### **1.2.1.1. Owner's Members**

1.4.1.1.1. Representatives assigned by Owner's Designated Representative,

1.4.1.1.2. A/E, including A/E and sub-consultant BIM manager(s), except for projects implemented with design-build methodology.

1.4.1.1.3. Test, Adjust and Balance Firm (TAB): the owner may engage a Test Adjust and Balance firm for the project under a separate contract. When engaged for the project, the TAB firm shall be a part of the BIM team and shall provide services as set forth in the specifications and its separate contract.

##### **1.2.1.2. Contractor's Members**

1.2.1.2.1. Individuals, each having authority to act on behalf of the entity they represent, explicitly organized to implement all BIM and FIM activities through coordinated actions.

1.2.1.2.2. Representatives of Contractor, including but not limited to

1.2.1.2.3. Contractor's project manager,

1.2.1.2.4. Contractor's BIM Coordinator

1.2.1.2.6. Subcontractors as needed for Contractor to fulfill its BIM obligations

1.2.1.2.7. Equipment suppliers, as needed for Contractor to fulfill its BIM obligations

#### **1.2.2. Scheduling**

##### **1.2.2.1. Design (Preconstruction) Phase**

1.4.2.1.1. For projects implemented using the competitive sealed proposal, construction manager-at-risk, or job order contracting methodology, the A/E shall integrate all BIM activities into its Project Work Plan and the design schedule.

1.4.2.1.2. For projects implemented using the construction manager-at-risk or design-build methodology, the Contractor shall integrate all BIM activities into the Baseline Schedule and the Work Progress Schedule and shall ensure that BIM requirements are clearly set forth in all solicitation documents used to select subcontractors or suppliers for the Project. All parties will address scheduling problems and make necessary notifications in a timely manner to expedite all BIM activities.

#### 1.2.2.2. Construction Phase

1.4.2.2.1. Contractor shall integrate all BIM activities into the Baseline Schedule and the Work Progress Schedule. All parties will address scheduling problems and make necessary notifications in a timely manner to expedite all BIM activities.

1.4.2.2.2. Contractor shall provide the initial schedule of primary BIM activities at the project kick-off meeting. Prior to the start of Schematic Design, Contractor shall have incorporated and integrated all BIM activities into the Baseline Schedule and Work Progress Schedule with appropriately linked predecessors and successors.

#### 1.2.3 Data Validation

1.2.4.1 Model data validation (Design thru As-Builds) shall occur during the Schematic Design, Design Development, Construction Document and As-Build Stages.

#### 1.2.4 Data Transfer

1.2.5.1 Model Data Transfer (Design and As-Build) Phases. Upon Transfer from the A/E team to the Builder, the Builder is responsible for field verification of all model representations, dimensions, element sizes, shape, location, quantity and orientation. Non-graphic information may also be attached to the Model Elements.

### **SECTION 1.3. ROLES AND RESPONSIBILITIES**

1.3.1. Roles and responsibilities of BIM Team members are set forth below to help to clarify Owner's expectations with respect to the BIM and FIM processes.

#### 1.3.2. Owner's Role and Responsibilities:

1.5.2.1. Provide specifications related to the format and content for the Project Information Matrix. These specifications are to include the identification of Tier 1. Data and Tier 2 Data required for the Project.

1.5.2.2. Provide initial direction as to the extent the BIM is to be used on the Project. BIM Level to be used on the Project.

1.5.2.3. Approve the BIM Execution Plan and A/E's and Contractor's schedules for completing all BIM activities.

1.5.2.4. Participate in BIM Team meetings.

1.5.2.5. Review and validate adequacy of Building Model development and project data collection.

#### 1.3.3. Contractor's Role and Responsibilities:

1.3.3.1. Receive from A/E and assume lead responsibility for the BIM Execution Plan, the Building Model and the Project Information Matrix.

1.3.3.2. Administer updates to the BIM Execution Plan, the Building Model and the Project Information Matrix with the intent that all BIM-FIM Team members will have up-to-date information as the Project progresses.



1.3.3.3. Provide an individual, subject to Owner's approval, experienced in Building Information Modeling to document changes to Building Model and complete the implementation of the BIM Execution Plan. The Contractor shall assign this individual to act as the BIM Coordinator, who may have additional duties such as MEP Coordinator, but shall not be Contractor's project manager or superintendent. Contractor shall submit qualifications demonstrating the BIM Coordinator's technical expertise and experience to the Owner for approval. In the event that Contractor chooses to subcontract its BIM obligations, Contractor must submit the name and qualifications of the proposed subcontractor for Owner's approval.

1.3.3.4. Ensure that Building Modeling activities are incorporated into the Baseline Schedule and the Work Progress Schedule.

1.3.3.5. Schedule and conduct periodic meetings with Subcontractors and equipment suppliers related to BIM to ensure the Building Model and the Project Information Matrix are being routinely and accurately updated.

## **PART 2- EXECUTION**

### **SECTION 2.1 BIM EXECUTION PLAN**

2.1.1. Throughout its development, efforts shall be made to align the responsibilities set forth in the BIM Execution Plan with the skills customarily contributed by each party associated with the Project. The BIM Execution Plan shall be considered as a "living document" that is to be updated and refined throughout the life of the Project and shall be available for review and verification by Owner at any time.

2.1.2 To the extent practical, the BIM Execution Plan shall minimize redundant efforts in favor of a single, organized approach to all activities required to successfully complete the BIM- FIM process. It shall also identify and specify;

2.1.2.1 The extent to which Building Model(s) are to be used on the Project.

2.1.2.2 Describe the BIM-related responsibilities of all project stakeholders

2.1.2.3 Specify the due date for each BIM deliverable

2.1.2.4 Address all required BIM uses for the project, including but not limited to:

1. BIM-based design
2. 2D deliverables extracted from the BIM
3. 3D visualization for stakeholder/customer communication
4. BIM-based spatial validation
5. Automated clash detection
6. BIM-based collaborative design reviews
7. BIM and COBie data updates in the construction phase
8. IFC export tools and mapping document

2.1.2.5. The drawings to be generated from the Building Model(s) and the process(es) to be used for generating two-dimensional drawings from the Building Model(s) to ensure that all generated drawings adhere to Owner's CAD standards drawing structure, content, data elements and delivery as defined in the Owner's Design Guidelines.

2.1.3. Development and Refinement and implementation of the BIM Execution Plan shall be included as an agenda item for all Project Team meetings throughout the Construction Phase of the Project. When and as appropriate, the discussion items shall include, as a minimum;

2.1.3.1. The status of the refinement of, and any updates to, the BIM-FIM Execution Plan,

2.1.3.2. The identification of any issues related to the timing for exchanging information between the various Building Models and the timing and the means and methods for entering information into the Project Information Matrix,

2.1.3.3. The Level of Development of each of the Building Models,

2.1.3.4. The Depth of Detail for information within the Building Models and for information to be entered into the Project Information Matrix,

2.1.3.5. The status of the development and implementation of the CMMS Integration Process.

## **SECTION 2.2      EXTRACTED DATABASE**

2.2.1 Unless Owner specifically agrees otherwise, all data input into the model(s) or CAD drawings shall be extracted from its various sources and delivered in a single Microsoft Access database. This Extracted Database shall include:

2.2.1.1 Equipment data gathered during the course of design and construction that is related to equipment listed in the PIM, but for which a data field does not exist within the PIM. This data may or may not physically reside with a table or schedule located within the drawings or specifications.

2.2.1.2 Fixed equipment data gathered during the course of design and construction that is not associated with equipment listed in the PIM (e.g. manufacturer's maintenance information related to sinks, faucets, emergency showers, light fixtures, life safety items, etc.). This data may or may not physically reside with a table or schedule located within the drawings or specifications.

2.2.1.3 Data related to all fixed architectural and finish features (e.g. manufacturer's maintenance information related to doors, hardware, finishes, glazing, etc.). This data may or may not physically reside with a table or schedule located within the drawings or specifications.

2.2.1.4 All information that is contained within a schedule or table located within the drawings.

2.2.1.5 All information contained within a schedule or table within the specifications.

## **SECTION 2.3      DOCUMENT INDEX**

2.3.1 An index shall be included with each document delivery. The document index shall be in the form of a Microsoft Excel spreadsheet and shall identify every file included in the delivery. Identification information shall include;

2.3.1.1 Owner's project number.

2.3.1.2 Owner's project name.

2.3.1.3 File name.

2.3.1.4 File description.

2.3.1.5 Identity of the file authoring entity (i.e. who generated the file A/E, consultant, Contractor, Subcontractor).

2.3.1.6 Cross references to any required support files.

## **SECTION 2.4      LASER SCANS**

2.4.1 Laser scan deliverables shall be in the form of three-dimensional models or two-dimensional drawings as set forth below in the BIM-FIM Deliverables section of this document and the final point cloud file generated by the laser scan used to create the models or drawings.

## **SECTION 2.5      RECORD DOCUMENTS**

2.5.1 Unless Owner specifically directs or agrees otherwise, A/E and Contractor shall provide all Project Record Documentation as defined in the Definitions section of this document. When any questions arise as to whether documentation, electronic or hard copy, should be considered

## **SECTION 2.6      STANDARDS AND REQUIREMENTS**

2.6.1 The National BIM Standard (NBIMS) is an open source standard for BIM. Major products of NBIMS are the Information Exchanges (i.e.) which define a purpose, components and attributes for BIM development. Industry Foundation Classes (IFC) are documented in NBIMS information exchanges.

2.6.2 National CAD Standard (NCS)- NBIMS is incorporating the National CAD Standards with BIM to support drawing production and publishing or construction documents. DGS can review and update its Drawing and Publishing Requirements as necessary.

2.6.3 Construction Specification Institute – Omniclass is a faceted building information classification made up of interrelated tables that define the built environment.

2.6.4 Uniformat and MasterFormat- The use of Uniformat and OmniClass will be defined in the BIMxP for the project. Cost Estimation is delivered in Uniformat II in the Study Phases and in both Uniformat II to Level 3 and CSI MasterFormat in the Design Phase.

## **SECTION 2.7 METRICS**

DGS project teams should also determine the metrics by which to measure the success of an implemented 3D, 4D, and BIM applications. Metrics typically compare the traditional way of work with the 3D-4D-BIM way of work. These metrics should stem from the business needs and evaluate how implementation of a given technology provides a value-added service. For example, if a project team was using a 3D geometric model for MEP coordination and clash detection, one metric would be to measure the number of clashes found in the design stage and to compare this with the typical number of clashes found in the design stage on other similar projects. Other metrics may include:

- a. Planning and design time
- b. Value-engineering magnitude
- c. Number of errors and omission
- d. Number of change-orders
- e. Construction duration
- f. Design costs
- g. Construction costs
- h. Operation costs
- i. Maintenance costs

DGS project teams should regularly evaluate the 3D-4D-BIM project based upon the metrics established during implementation planning. In addition, lessons learned and applicable project data should be captured in order to develop best practices for future projects. This is the best way to ensure sustaining success for both current and future 3D-4D-BIM projects.

## **SECTION 2.8 BIM-FIM DELIVERABLES**

2.8.1 The BIM-FIM deliverables shall be set forth in the BIM Execution Plan and are based upon this Project requirements. All files delivered in portable document file (pdf) format shall be searchable (i.e. “smart” or “vector” pdf’s). Unless Owner expressly agrees otherwise the deliverables for each Project type shall be as follows:

### **2.8.1.1 Project Deliverables**

2.8.1.1.1 BIM Execution Plan

2.8.1.1.2 Project Information Matrix

2.8.1.1.3 Design Model(s) – in the most current release of Autodesk REVIT. In order to achieve maximum usage of the deliverables for Post Construction Facilities Management purposes the following modelling guidelines shall be adhered to unless owners BIM representative agrees otherwise.

2.8.1.1.4 A/E and consultants shall utilize REVIT to generate all final as-build construction models.

2.8.1.1.5 Construction Model(s) – in the most current release of Autodesk REVIT. In order to achieve maximum usage of the deliverables for Post Construction Facilities Management purposes the following modelling guidelines shall be adhered to unless owners BIM representative agrees otherwise.

2.8.1.1.6. Contractor and subcontractors shall utilize REVIT to generate all final as-build construction models.

2.8.1.1.7. All physical items that are documented in a table, schedule, list, external spreadsheet/database, submittal, RFI, ASI, etc. that pertain to final completion of the

project will be required to be represented within the model as a 3-D object with inherent parameters or as part of a property set, etc.

2.8.1.1.8 Laser Scans – Laser Scans shall be delivered in 3-D REVIT models as well as the final Point Cloud file from which the model (s) were generated.

2.8.1.1.9. Media Type and Format - All models, drawings, submittals, RFI's, Spreadsheets, databases, and any other deliverable shall be provided to the owner on a Windows 10 compatible USB 2.0 "Plug and Play" portable hard drive. BIM shall be submitted in both the native file format of the BIM authoring tool and in industry foundation classes (IFC) format.

## **SECTION 2.9 HARDWARE AND SOFTWARE**

2.9.1 DGS will require the following Autodesk software for the design and construction phase of this project. (Five (5) licenses). Subscriptions to be provided by the Construction Manager @ Risk.

- Autodesk Revit 2018 or higher\*
- Autodesk Navisworks Manage 2018 or higher\*

By following this BIM standard, DGS and chosen contractors will use industry standard technology from Autodesk. Upon project completion, documents and license agreements will be turned over to DGS.

2.9.2 DGS will required five (5) new Dell Semi-tough computer tablets for use by the owner's representatives. Accessories should include keyboards (5) and stylus pens (5).

## **SECTION 2.10. OWNERSHIP AND RIGHTS DATA**

2.10.1 For all DGS projects, DGS has ownership and rights to all data and other deliverables developed and provided by the A/E in accordance with the applicable provisions of the A/E contract. These rules extend to Building Information Models and associated data developed for DGS projects.