

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



**Request for Qualification Statement
Architectural/Engineering Services**

Solicitation No.: DCAM-16-AE-0044

Addendum No. 1

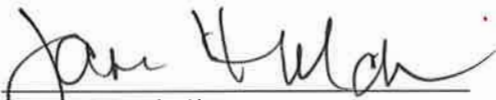
Issued: November 5, 2015

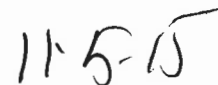
This Addendum No. 1 is issued and hereby published on the DGS website on November 5, 2015. Except as modified hereby, the Request for Qualification Statement (RFQ) remains unmodified.

Item #1

Delete: Request for Qualification Statement for Architect/Engineering Services issued on November 3, 2015 in its entirety.

Replace with: Request for Qualification Statement for Architectural/Engineering Services as Revised on November 5, 2015 attached to this Addendum No. 1.


James Marshall
Manager, Construction


Date

- End of Addendum No. 1 -

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



REQUEST FOR QUALIFICATION STATEMENT
(As Revised November 5, 2015)

ARCHITECTURAL/ENGINEERING SERVICES

Solicitation No. DCAM-16-AE-0044

This solicitation is being set-aside for Firms that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a Small Business Enterprise (SBE).

Issue Date:	November 3, 2015
Submission Due Date:	November 30, 2015 by 2:00 pm
Delivery of Submissions:	Department of General Services Contracts & Procurement Division 2000 14 th Street, NW, 8 th Floor Washington, DC 20009
Contact:	Jerusalem Belai Contract Specialist Contracts & Procurement Division 2000 14 th Street, NW, 8 th Floor Washington, DC 20009 (202) 724 - 4108

SECTION A EXECUTIVE SUMMARY

- A.1** The District of Columbia Department of General Services (“DGS” or “Department”) is issuing this Request for Qualification (RFQ) Statements to qualify multiple Architectural/Engineering (A/E) firms to provide a range of services that include but are not limited to those listed in Section A.2 below.

This is a Sheltered Market Procurement and only Small Business Enterprises (SBEs) certified by the District’s Department of Small and Local Business Development (DSLBD) at the time of submission are eligible to participate. If pre-qualified, the Firm must maintain the aforementioned certification to be considered throughout the term of any resulting contract. The Firm shall submit with its submission its CBE certification letter issued by DSLBD. (See Section C)

- A.2** The Department is requesting that interested Firms submit A/E Qualifications Standard Form 330, Part II, General Qualifications, as shown in **Attachment A** along with supplemental information as described in Sections E.4.1, E.4.2, and E.4.3. Firms will be evaluated and pre-qualified, at a minimum, in the following categories/Profile Codes:

- a. Buildings – Architectural Design (Codes C11, E02, F02, P08)
- b. Environmental Planning – Architectural (Code E11)
- c. Heating; Ventilating; Air Conditioning – A/E Services (Code H04)
- d. Historical Preservation- Architectural (Code H08)
- e. Interior Design, Space Planning (Code I05)
- f. Land Development and Planning – Architectural (Codes P05, P06)
- g. Prisons and Jails, Architectural Design Services (Code P08)
- h. Recreation Facilities Architectural Services (Code R04)

A.2.1 Interested Firms may request consideration for one (1) or more categories. The Firm shall indicate the categories for which it wishes to be considered and shall include in its Standard Form 330 Part II and supplemental information all experience related to those categories. If the Firm desires to be considered for a category which is not listed above, the Firm shall indicate the categories by Profile Code and include descriptions of the relevant expertise and experience in its submission.

- A.3** Firms will be evaluated in accordance with the criteria below, which are more fully described in **Section D** of this solicitation.

- Past Performance (40 Points)
- Technical Experience and Key Personnel (30 Points)
- Technical Approach (30 Points)

- A.4** The Department intends to establish a list of qualified A/E Firms in each category listed in **Section A.2**. At a minimum, the Department will review the list of pre-qualified Firms annually and provide an opportunity for Firms to be added or for information to be updated. However, the Department reserves the right to add or delete A/E Firms at any time.

A.5 PROJECT-SPECIFIC A/E SELECTION PROCESS

When the services are requested for a specific project, the A/E selection evaluation committee shall evaluate current statements of qualification and data on file with the District and those that may be submitted by other firms regarding the proposed contract.

The A/E selection evaluation committee shall conduct discussion with no less than 3 firms regarding the contract and the relative utility alternative methods of approach for furnishing the required services, and then shall select therefrom, in order of preferences, based upon criteria established and published by the A/E selection evaluation committee, no less than 3 of the firms considered to be the most highly qualified to provide the required services.

The Contracting Officer shall negotiate a contract with the highest qualified firm for A/E services at compensation which the Contracting Officer determines in writing to be fair and reasonable to the District. The Contracting Officer shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered.

A.6 FORM OF CONTRACT

Firms should carefully review the Form of Contract, **Attachment C**, when submitting their proposal. To the extent there are any inconsistencies between this RFQ and the Form of Contract, the Form of Contract shall prevail. Firms are further advised that when selected to provide services for a particular project, they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract. Time is of the essence; therefore, any proposed changes to the Form of Contract must be clearly identified and described as part of the response to this solicitation.

A.7 PROCUREMENT SCHEDULE:

The schedule for this procurement is as follows:

- | | |
|---|--------------------------------|
| • Issue RFQ | - November 3, 2015 |
| • Last Day for Questions/Clarifications | - November 12, 2015 |
| • Submission Due Date | - November 30, 2015 by 2:00 pm |
| • Notice of Award | - TBD |

A.8 ATTACHMENTS:

Attachment A – A/E Qualifications Standard Form 330, Part II, General Qualifications

Attachment B – Disclosure Statement

Attachment C – Form of Contract, including

 Attachment A1 – Title I, Design and Engineering Services

 Attachment A2 – Title II, Construction Administration Services

 Attachment A3 – Technical Requirements and Submittal Guide

SECTION B SCOPE OF WORK

B.1 SCOPE OF WORK:

The Department desires to procure Architectural/Engineering (A/E) services to support DGS construction services on an as needed basis. As such, the Firm shall provide the following services, as applicable, to the project:

1. Title I Design and Engineering Services as described in Attachment A1 to the Form of Contract (**Attachment C**),
2. Title II Construction Administration Services as described in Attachment A2 to the Form of Contract (**Attachment C**).

Services and deliverables provided by the Firm shall conform to the Technical Requirements and Submittal Guide, Attachment A3 to the Form of Contract (**Attachment C**).

SECTION C ECONOMIC INCLUSION

C.1 PREFERENCE FOR SMALL, LOCAL AND DISADVANTAGED BUSINESS ENTERPRISES:

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 (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

C.1.1 Application of Preferences:

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 Bidders that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Bidder’s Bid.) A percentage reduction in price shall be granted to prime contractors as follows:

- (a) Three (3) percent reduction for a small business enterprise (SBE);
- (b) Five (5) percent for a resident-owned business (RBO);
- (c) Ten (10) percent for a longtime resident business (LRB);
- (d) Two (2) percent for a local business enterprise (LBE);
- (e) Two (2) percent for a local business enterprise with its principal office located in an enterprise zone (DZE);
- (f) Two (2) percent for a disadvantaged business enterprise (DBE);
- (g) Two (2) percent for veteran-owned business (VOB);
- (h) Two (2) percent for local manufacturing business enterprise (LMBE)

C.1.2 Maximum Preference Points Awarded:

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with CBEs.

C.1.3 Preferences for Certified Joint Ventures:

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

C.1.4 Verification of Bidder's Certification as a Certified Business Enterprise:

- (a) Any Bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.
- (b) Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

- (c) All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 LSDBE UTILIZATION:

C.2.1 Mandatory Subcontracting Requirement:

- C.2.1.1** The subcontracting requirement may be satisfied by subcontracting 50% of the dollar volume to any Certified Business Enterprises (CBEs) provided however, that the costs of materials, goods, and supplies shall not be counted towards the subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises.
- C.2.1.2** A prime contractor which is certified as a Small Business Enterprise shall not be required to comply with the provisions of section C.2.1.1.
- C.2.1.3** Neither the Contractor or a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as a Local, Small or Disadvantaged Business Enterprise (LSDBE) unless the Department approves of such removal. The Department may condition its approval upon the Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation required under this Contract.
- C.2.1.4** A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development

website at <http://dslbd.dc.gov/> DC/DSLBD, click on “Doing Business in the District”, click on “Find CBE Certified Contractors.”

C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS & SUBCONTRACTORS:

- C.3.1** At least fifty-one percent (51%) of the Bidder’s team and every sub-consultant’s employees hired after the Bidder enters into a contract with the Department, or after such sub-consultant enters into a contract with the Bidder, to provide the required goods or services, shall be residents of the District of Columbia.
- C.3.2** Upon execution of the contract, the Bidder and all of its member firms, if any, and each of its subcontractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to work under the contract, the date that they were hired and whether or not they live in the District of Columbia.
- C.3.3** The Bidder 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 the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Bidder and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$300,000 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 contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work; (iii) make best efforts to hire at least 51% District residents for all new jobs created under the contract; (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 a 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.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 SELECTION CRITERIA:

The evaluation criteria for selection are listed below:

- Past Performance (40 Points)
- Technical Experience and Key Personnel (30 Points)
- Technical Approach (30 Points)

D.2 EVALUATION PROCESS:

The Firm's submission will be evaluated based on the information provided in the Firm's Standard Form 330 Part II, **Attachment A**, along with the supplemental information provided. The Department will establish a list of qualified A/E Firms, at a minimum, in each category listed in **Section A.2**. At the conclusion of the evaluation process, Firms will be deemed either qualified or not qualified in each category for which the Firm has requested consideration.

D.3 EVALUATION COMMITTEE:

Each submission will be evaluated in accordance with this **Section D** by an A/E selection committee consisting of DGS staff. The evaluation committee will prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Firm in response to this RFQ and the report prepared by the evaluation committee, the source selection official will pre-qualify the firms whose submissions are determined by the source selection official to be the most advantageous to the Department. Individual contracts will be issued separately by the Department for each project.

SECTION E

PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Firm's submission shall be proffered. References are made to other sections in this RFQ for further explanation.

E.1 SUBMISSION IDENTIFICATION AND DELIVERY:

Submissions shall be sent **ELECTRONICALLY** to Jerusalem Belai at jerusalem.belai@dc.gov Please insert **"RESPONSE TO REQUEST FOR QUALIFICATION STATEMENT SOLICITATION NO. DCAM-16-AE-0044 – ARCHITECTURAL/ENGINEERING SERVICES"** in the subject line.

E.2 RESERVED

E.3 DATE AND TIME FOR RECEIVING SUBMISSIONS:

Submissions shall be received no later than 2:00 pm local time on November 30, 2015.

E.4 SUBMISSION

The Firm shall submit a completed Standard Form 330 Part II, **Attachment A**, and Disclosure Statement as shown in **Attachment B**. Please note that the Firm's completion of SF 330 Part I is **NOT** required since it is not the Department's intent to undertake evaluation of proposed subcontractors or teams of firms. The Firm shall only include information on itself so that the DGS can evaluate the Firm's qualifications to be considered for future projects.

The SF 330, Part II, General Qualifications Form consists of one page (1) page. Firms may submit a maximum of fifty (50) additional pages to address the requirements below.

E.4.1 Firm Technical Experience and Past Performance 40 Points

- (a) Provide a list of projects such as general government buildings, fire stations, park facilities, and private facilities completed within the last five (5) years. Include the name, email address, and telephone number of a contact for each client who can verify the information provided. It is the Firm's responsibility to ensure that current and accurate contact information is provided.
- (b) Provide a list of contracts and subcontracts that the A/E Firm has performed and completed within the last five (5) years, including the details of any working relationship with District agencies.

- (c) Provide a list of contracts/subcontracts that the A/E Firm did not complete or was terminated from in the last five (5) years and include an explanation for each.

E.4.2 Key Personnel

30 Points

- (a) Provide an organization chart reflective of the Firm's staffing and role of each member.

E.4.3 Technical Approach

30 Points

- (a) Describe an understanding of the working relationship with the client and goals and services to be provided to include the method of engaging the client to ensure by-in and acceptance of final deliverables.
- (b) Describe the technical approach and methodology to be used to fulfill the required services including quality assurance for the timely production and accuracy of deliverables.
- (c) Describe innovative concepts, ideas, or methods utilized by the Firm in providing client services.

SECTION F

BIDDING PROCEDURES & PROTESTS

F.1 CONTACT PERSON:

For information regarding this RFQ please contact:

Jerusalem Belai
Contract Specialist
Department of General Services
2000 14th Street NW, 8th Floor
Washington, DC 20009
Phone: (202) 724-4108
E-mail: jerusalem.belai@dc.gov

F.2 EXPLANATIONS TO PROSPECTIVE FIRMS:

F.2.1 Each Firm shall carefully examine this Request for Qualification Statements and any and all amendments, addenda or other revisions and thoroughly familiarize itself with all requirements prior to proffering a submission. Should a Firm find discrepancies or ambiguities in, or omissions from, the RFQ and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFQ, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Firm concerning the solicitation will be furnished promptly to all other Firms as an amendment or addendum to this RFQ if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Firms. Oral explanations or instructions given before the award of the contract will not be binding.

F.2.2 Questions shall be directed to Jerusalem Belai at the e-mail address listed in Section F.1 no later than 5:00 pm local time on November 12, 2015. The person making the request shall be responsible for prompt submittal.

F.3 PROTESTS:

Protests shall be governed by §4734 of the Department's Procurement Regulations (27 DCMR, Chapter 47). The District of Columbia Contract Appeals Board shall be the exclusive hearing tribunal for bid protests and disputes in connection with decisions by the Chief Contracting Officer (CCO) under §4732 and §4733. Claims shall be made in accordance with Title X of the 2010 Procurement Practices Reform Act.

F.4 CONTRACT AWARD:

This procurement is being conducted in accordance with the provisions of the Department's Procurement Regulations (27 DCMR, Chapter 47).

F.5 RETENTION OF SUBMISSIONS:

All submissions will be retained by the Department and therefore will not be returned to the Firms. With the exception of proprietary financial information the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines appropriate.

F.6 EXAMINATION OF SUBMISSIONS:

Firms are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFQ. Failure to do so shall be at the sole risk of the Firm and may result in disqualification.

F.7 LATE SUBMISSIONS/MODIFICATIONS:

- a. Any submission or best and final offer received at the Department designated in this RFQ after the exact time specified for receipt will 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 stated above.
- c. The only acceptable evidence to establish the time of receipt at the Department's 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 RFQ 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 it is received and may be accepted.
- e. Submissions shall remain valid for a period not less than one year after pre-qualification, unless the Department receives notice of changes.

F.8 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS:

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

Attachment A

Attachment B

Disclosure Statement

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

Christopher Weaver	Acting Director
Latrena Owens	Chief of Staff
Camille Sabbakhan	General Counsel
Carlos Sandoval	Supervisory Attorney Advisor
Jeff Bonvechio	Deputy Director, Capital Construction
Spencer Davis	Deputy Director, Facilities Management

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

B.

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: _____

Name: _____

Title: _____

Date: _____

Attachment C

**BASIC ORDERING AGREEMENT
FOR
ARCHITECTURAL/ENGINEERING SERVICES**

BY AND BETWEEN

**DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

AND

INSERT CONTRACTOR

**BASIC ORDERING AGREEMENT
FOR
ARCHITECTURAL/ENGINEERING SERVICES
INSERT CONTRACT NUMBER**

This **AGREEMENT** ("Agreement") is made by and between the **DISTRICT OF COLUMBIA GOVERNMENT**, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the "Owner" or the "Department") and **INSERT CONTRACTOR**, being duly organized under the laws of the **INSERT STATE OF INCORPORATION**, and with a place of business at **INSERT ADDRESS** (the "Contractor").

WITNESSETH:

WHEREAS, the Department issued a Request for Qualifications for architectural/engineering services;

WHEREAS, the Contractor submitted a response to the Department's Request for Qualifications and deemed qualified to provide architectural/engineering services, and

WHEREAS, the Department wishes to retain the Contractor to provide all necessary design and related services for **INSERT PROJECT** (Project) pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the Department and Contractor, for the consideration set forth herein, mutually agree as follows:

AGREEMENT

**ARTICLE 1
DUTIES, OBLIGATIONS AND RESPONSIBILITIES
OF THE CONTRACTOR**

Section 1.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all studies, reports, recommendations, and other deliverables furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any non-conforming deliverables that are a result of errors and or omissions in its deliverables. The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Contractor shall review laws, codes, and regulations applicable to the Contractor's services. The Contractor shall respond to requirements imposed by governmental authorities having jurisdiction over the Project.

Section 1.2 Except with the Owner's knowledge and consent, the Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Contractor's professional judgment with respect to this Project.

Section 1.3 Relationship of Parties. The Contractor accepts the relationship of trust and confidence established with the Department by this Agreement, and covenants with the Department to furnish the Contractor's reasonable skill and judgment and to cooperate with the Program Manager in furthering the interests of the Department. The Contractor shall use its best efforts to perform various Projects in an expeditious and economical manner consistent with the interests of the Department. The Department shall endeavor to promote harmony and cooperation among the Department, Contractor, Program Manager, and other persons or entities employed by the Department for the Project.

Section 1.3.1 Program Manager. Program Managers (or "PM") will be assigned to provide certain program management functions. The Program Manager shall, at all times, act solely for the benefit of the Department, not the Contractor. Although day-to-day communications with the Contractor shall be routed through the Program Manager, only the individuals specified in Section 1.3.2 shall have the authority to alter the terms of this Agreement. Without limiting the generality of the foregoing, it is understood and agreed that the Program Manager shall not have the authority to increase the fee or the not-to-exceed amount established under the contract. The Program Manager for this agreement is:

Section 1.3.2 Contracting Officer. The Contracting Officer for this Agreement will be:

Christopher Weaver
Acting Director/ Chief Contracting Officer
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, DC 20009

Section 1.4 All deliverables are subject to the review and approval of the PM. The Contractor shall prepare, modify, and correct all such non-conforming deliverables in sufficient detail to obtain final approval under the contract.

Section 1.5 Neither the District's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this contract and the Contractor shall be and remain liable to the District in accordance with applicable law for all damages to the District caused by the Contractor's negligent performance of any of the services furnished under this Contract.

Section 1.6 The rights and remedies of the District provided for under this Contract is in addition to any other rights and remedies provided by law.

Section 1.7 During the performance of work under this contract, the Contractor shall each month submit one (1) copy of a progress report, completely and clearly stating the current status of the Contractor's work under this contract. The proposed form of this report shall be submitted for review and approval prior to the first invoice for partial payment.

Section 1.8 During the performance of work under this contract, the Contractor shall take notes and minutes of any meeting attended in connection with the Project, recording any decision altering, expanding, or deleting any provision which may affect the contractual obligation, and submit two (2) copies to the Owner.

ARTICLE 2 SERVICES REQUIRED

Section 2.1 Services Required. The Contractor shall provide, as applicable, Title I Design and Engineering Services in accordance with Attachment A1 to the Form of Contract, Title II Construction Administration Services in accordance with Attachment A2 to the Form of Contract, and Title III Technical Requirements and Submittal Guide in accordance with Attachment A3 to the Form of Contract.

Section 2.2 The Contractor shall manage the Contractor's services, consult with the Owner, provide requested services, communicate with members of the Project team and report progress to the Owner. The Contractor shall review information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Contractor's services.

Section 2.3 The Contractor shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Contractor shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants to the extent that a reasonable professional, acting in accordance with the applicable standard of care, would have determined that the services and/or information being relied upon contain the type, quality and quantity of information appropriate for the proposed use. The Contractor shall provide prompt written notice to the Owner if the Contractor becomes aware of any error, omission or inconsistency in such services or information.

ARTICLE 3 TERM OF AGREEMENT AND COMPENSATION

Section 3.1 Term of Agreement. The term of this Agreement will be _____

Section 3.2 Value of Agreement.

Section 3.3 Invoices. Invoices shall be submitted on a monthly basis or as determined

by the Program Manager. Invoices shall be prepared in duplicate and submitted to the Agency Chief Financial Officer (CFO) and Program Manager (PM) identified in Section 1.3.1. Invoices for the CFO shall be submitted to the following address:

DGS, Office of the Chief Financial Officer
2000 14th Street, 5th Floor
Washington, DC 20001

Invoices for the PM shall be submitted electronically to dgsfm.invc@dc.gov. The Contractor must indicate the proper PO number on all invoices. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act.

Section 3.4 Payment Disputes. Disputes or questions regarding a portion of an invoice shall not be cause for withholding payment for the remaining portion of the invoice.

ARTICLE 4 INSURANCE

Section 4.1 Insurance. The Contractor will be required to maintain the following types of insurance throughout the life of the contract. Any and all premiums or deductibles associated with such coverage shall be paid by the Contractor.

Section 4.1.1 Commercial General Public Liability Insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

Section 4.1.2 Workers’ Compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.

Section 4.1.3 Errors and Omissions coverage written on a claims made basis and having an aggregate policy limit of at least One Million Dollars (\$1,000,000)

ARTICLE 5 OWNERSHIP OF DOCUMENTS

Section 5.1 Ownership of Documents. Regardless of whether the Project is completed, any reports, studies, and other work prepared by the Contractor and the architectural and engineering consultants engaged by the Contractor, and all other documents created in association with the Project shall become the sole property of the Owner upon full payment of Contractor’s fees then due under this Agreement, and shall not to be used by the Contractor, its

sub-consultants on other projects, or for additions to this Project outside the scope of the work, without the specific written consent of the Owner. However, the Owner expressly acknowledges and agrees that the documents to be provided by the Contractor under this Agreement may contain design details, features and concepts including some from the Contractor's library, which collectively form part of the design for the project, but which separately are and shall remain the sole and exclusive property of the Contractor. These details are repetitive in nature, not Project specific, function rather than form-oriented, and were not developed for or identifiable with the Project. Nothing herein shall be construed as a limitation on the Contractor's absolute right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

The Owner shall be under no obligation to account to the Contractor for any profits obtained by the Owner as a result of the Project, or the use of such drawings, specifications and other documents in connection with the Project. In the event that this Agreement is terminated prior to completion of the Project or the Contractor is unable to complete this Project for any reason, the Owner shall have the right to use without the Contractor's consent, and the Contractor shall deliver to the Owner and/or its designee within two (2) calendar days after such termination or inability, all such drawings, specifications, reports, studies, and other documents in connection with the Project or necessary for the Owner's completion of this Project (including subsequent phases thereof), so long as the Owner has paid the Contractor all fees then owed to the Contractor under this Agreement. The Owner's rights hereunder shall extend to its successors and assigns and the Contractor's obligation to deliver such drawings, specifications, reports, studies, and other documents. Any other use shall be at the Owner's sole risk and without liability to the Contractor or the Contractor's consultants. Unless Owner fails hereunder to pay Contractor therefor, Owner shall be deemed the owner of such drawings, specifications, reports, studies, and other documents and shall have and retain all rights therein. In the event Owner is adjudged to have failed hereunder to pay Contractor for such drawings, specifications or other documents, ownership thereof, and all rights therein, shall revert to the Contractor. This provision shall survive termination of this Agreement.

ARTICLE 6 CLAIMS AND DISPUTES

Section 6.1 Notice of Claim. If the Contractor submits a written request to change the terms of the agreement and the Department denies the change(s) requested in a written Change Proposal, or fails to respond to a written Change Proposal within thirty (30) days, and the Contractor wishes to pursue a claim over the disputed item; or, if the Contractor wishes to assert a claim over a contract dispute not arising from matters related to a Change Proposal, Change Order or Change Directive, then a written notice of claim must be submitted to the Department pursuant to the procedures in section 4732 of the Department of General Services ("DGS" or "Department") procurement rules (27 DCMR 4732) and section 1004 of the District's *Procurement Practices Reform Act of 2010* (PPRA) (D.C. Official Code section 2-361.06(a)(2))(2011 Repl.).

Section 6.1.1 Contents of Notice of Claim. The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. If the amount of time, compensation, or other damages sought is not reasonably ascertainable at the time, the Contractor shall so state, explain why, and provide whatever estimates it can reasonably provide. The notice shall state clearly that the Contractor intends to assert a claim against the Department.

Section 6.2 Appeal Procedures. All claims arising under or in connection with the Agreement or its breach, or relating to the Project, whether framed in contract, tort or otherwise, and which are not resolved via the claims process, may be resolved by filing an appeal with the District of Columbia Board of Contract Appeals in accordance with Title X of the *Procurement Practices Reform Act of 2010* (PPRA). However, if a third party brings any claim against the Department, including, without limitation, claims of infringement of patents, copyrights or other intellectual property rights, the Department may bring an action for defense or indemnification against the Contractor in the court in which such claim is being litigated.

ARTICLE 7 ECONOMIC INCLUSIONS

Section 7.1 Certified Business Enterprise

Section 7.1.1 The Contractor shall subcontract at least 35% of the dollar volume of each contract with a value of \$250,000 or more to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirements unless such materials, goods and supplies are purchased from the certified small business enterprises.

Section 7.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of Section 7.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided,

however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

Section 7.1.3 The Contractor if certified as a small, local or disadvantage business enterprise shall not be required to comply with the provisions of Sections 7.1.1 and 7.1.2.

Section 7.2 First Source Employment Agreement

Section 7.2.1 The Contractor and each of its Subcontractors shall submit to the Department a list of current employees that will be assigned to the Contract, the date they were hired and whether or not they live in the District of Columbia.

Section 7.2.2 The Contractor and its constituent entities shall comply with subchapter III of Chapter 11 Title 1, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services (“DOES”) prior to beginning the Project.

Section 7.2.3 The Contractor shall maintain detailed records relating to the general hiring of District of Columbia and community residents. At least fifty-one percent (51%) of the Contractor’s Team and every subcontractor’s employees hired under this Agreement or after such subcontractor enters into a contract with the Contractor to work on a project shall be residents of the District of Columbia.

Section 7.2.4 The Contractor shall be responsible for: (i) including the provisions of this Section 7.2 in all subcontracts; (ii) collecting the information required in this Section 7.2 from its Subcontractors; and (iii) providing the information collected from its Subcontractors in any reports required to be submitted by the Contractor pursuant to this Section 7.2.

Section 7.3 Service Contract Act Provision. The Contractor agrees that the work performed under this Agreement shall be subject to the Service Contract Act.

Section 7.4 Living Wage Act. The Contractor agrees that the work performed under this Agreement shall be subject to the District of Columbia Living Wage Act.

ARTICLE 8 MISCELLANEOUS PROVISIONS

Section 8.1 This Agreement shall be governed by the laws of the District of Columbia.

Section 8.2 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns of such other party with respect to all covenants of this Agreement. The Contractor shall not assign this Agreement without the written consent of the Owner.

Section 8.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

Section 8.4 Unless otherwise required in this Agreement, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at a Project site.

Section 8.5 The Contractor shall have the right to include photographic or artistic representations of the Project among the Contractor's promotional and professional materials. If applicable, the Contractor shall be given reasonable access to the completed Project to make such representations. However, the Contractor's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Contractor in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Contractor in the Owner's promotional materials for the Project.

Section 8.6 In accordance with Section 8.11 below, if the Contractor or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

Section 8.7 The Contractor agrees to indemnify and hold the Owner, the Owner's Representative and the Owner's officers, agents and employees harmless from and against all claims, liabilities, demands, losses, damages, judgments, costs, or expenses, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Contractor, its employees and its consultants in the performance of professional services pursuant to this Agreement.

Section 8.8 The Contractor agrees to indemnify and hold the Owner and the Owner's Representative harmless from and against any and all claims, liabilities, demands, losses, damages, costs, or expenses arising from the Contractor's failure to perform its obligations pursuant to agreements with third parties, including, but not limited to, subconsultants, made in order to provide the services required of the Contractor under this Agreement.

Section 8.9 The Contractor shall pay for and defend all such suits or claims arising out of the Work for infringement of any patent rights or copyrights and hold the Owner and Owner's Representative harmless from loss on account thereof.

Section 8.10 Confidentiality. The Contractor shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Contractor from establishing a claim or defense in an adjudicatory proceeding. The Contractor

shall require of the Contractor's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

Section 8.11 Extent of Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Contractor.

Section 8.12 Non-Discrimination in Employment Provisions

Section 8.12.1 The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to, the following:

Section 8.12.1.1 Employment, upgrading, or transfer;

Section 8.12.1.2 Recruitment or recruitment advertising;

Section 8.12.1.3 Demotion, layoff, or termination;

Section 8.12.1.4 Rates of pay, or other forms of compensation; and

Section 8.12.1.5 Selection for training and apprenticeship.

Section 8.12.2 Unless otherwise permitted by law and directed by the Department, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this Section concerning non-discrimination and affirmative action.

Section 8.12.3 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in this Section.

Section 8.12.4 The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Department, advising each labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 8.12.5 The Contractor agrees to permit access by the Department to all books, records and accounts pertaining to its employment practices for purposes of investigation to ascertain compliance with this Section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Section 8.12.6 The Contractor shall include in every subcontract the equal opportunity clauses of this Section so that such provisions shall be binding upon each Subcontractor or vendor.

Section 8.12.7 The Contractor shall take such action with respect to any Subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance.

Section 8.13 False Claims Act. Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in District of Columbia Code § 22-2514.

Section 8.14 Interpretation of Contract. All of the documents comprising the Contract should be read as complementary, so that what is called for by one is called for by all. Ambiguities should be construed in favor of a broader scope of work for the Contractor, as the intent of the Contract is, with specific identified exceptions, to require the Contractor to assume entire responsibility for construction of the Project. If there is any inconsistency among the documents comprising the Contract, the order of precedence among them is as follows, with the first listed document having the highest priority: this Agreement and its Exhibits, the General Conditions, and the Construction Documents released by the Department. Any Change Order issued and executed by the Department shall supersede those portions of earlier dated contract documents to which it pertains.

Section 8.15 Independent Contractor. In carrying out all its obligations under the Contract, the Contractor shall be acting as an independent Contractor, and not as an employee or agent of the Department, or joint venturer or partner with the Department. The Contractor shall have exclusive authority to manage, direct, and control the Work, and shall be responsible for all construction means, methods, techniques, sequences, and procedures, as well as for Project safety.

Section 8.17 Confidential Information. In the course of the Contractor's performance of the Work, the Department may make available to the Contractor information that the Department designates as trade secrets or other confidential engineering, technical and business information. As long as, and to the extent that, such information remains confidential and available to others only with the consent of the Department, or is not generally available to the public from other sources, the Contractor shall maintain such information in strict confidence and shall not disclose any such information to others (including its employees or Subcontractors), except to the extent necessary to enable the Contractor to carry out the Project. The Contractor shall similarly obligate any and all persons to whom such information is necessarily disclosed to maintain the information in strict confidence. The Contractor agrees that, in the event of any breach of this confidentiality obligation, the Department shall be entitled to equitable relief, including injunctive relief or specific performance, in addition to all other rights or remedies otherwise available.

Section 8.18 No Third-Party Beneficiary Rights. Nothing in this Agreement shall be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided in this Agreement.

Section 8.19 Media Releases. Neither the Contractor, its employees, agents or Subcontractors or material suppliers shall make any press release or similar media release related to the Project unless such press release have been discussed with the Department prior to its issuance.

Section 8.20 Construction. This Agreement shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party prepared the Agreement.

Section 8.21 Notices. All notices or communications required or permitted under the Contract shall be in writing and shall be hand delivered or sent by telecopier or by recognized overnight carrier to the intended recipient at the address stated below, or to such other address as the recipient may have designated in writing. Any such notice or communication shall be deemed delivered as follows: if hand delivered, on the day so delivered, if sent by telecopier, on confirmation of successful transmission, and if sent by recognized overnight carrier, the next business day.

If to the Department:

If to the Contractor:

Christopher Weaver
Acting Director/Chief Contracting Officer
Department of General Services
2000 14th St, NW – 8th Floor
Washington, DC 20009

This Paragraph shall be read as imposing minimum requirements for distribution of required contractual notices, and not as displacing distribution requirements with respect to design documents, construction submittals, periodic reports, and other documents.

Section 8.22 Limitations. The Contractor agrees that any statute of limitations applicable to any claim or suit by the Department arising from this Contract or its breach shall not begin to run, or shall be deemed to be tolled, until Final Completion or, with respect to latent defects or nonconformities, such later time as the Department knew or should have known of the defect or nonconformity.

Section 8.23 Binding Effect; Assignment. The Contract shall inure to the benefit of, and be binding upon and enforceable by, the parties and their respective successors and permitted assigns. The Contractor acknowledges that, in entering into the Contract, the Department is relying on the particular qualifications of the Contractor, and the Contractor therefore shall not delegate or assign any of its duties or obligations under the Contract, except in accordance with the Contract's provisions relating to subcontracting, or pursuant to the Department's prior written consent. The Contractor shall not assign its rights under the Contract, including the right to all or a portion of its compensation, without the Department's prior written

consent. Any delegation or assignment made contrary to the provisions of this Paragraph shall be null and void.

Section 8.24 Survival. All agreements warranties, and representations of the Contractor contained in the Contract or in any certificate or document furnished pursuant to the Contract shall survive termination or expiration of the Contract.

Section 8.25 No Waiver. If the Department waives any power, right, or remedy arising from the Contract or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events. No act, delay, or course of conduct by the Department shall be deemed to constitute the Department's waiver, which may be effected only by an express written waiver signed by the Department.

Section 8.26 Remedies Cumulative. Unless specifically provided to the contrary in the Contract, all remedies set forth in the Contract are cumulative and not exclusive of any other remedy the Department may have, including, without limitation, at law or in equity. The Department's rights and remedies will be exercised at its sole discretion, and shall not be regarded as conferring any obligation on the Department's to exercise those rights or remedies for the benefit of the Contractor or any other person or entity.

Section 8.27 Headings/Captions. The headings or captions used in this Agreement or its table of contents are for convenience only and shall not be deemed to constitute a part of the Contract, nor shall they be used in interpreting the Contract.

Section 8.28 Entire Agreement; Modification. The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective unless made in writing signed by both the Department and the Contractor, unless otherwise expressly provided to the contrary in the Contract.

Section 8.29 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Agreement is intended to be severable.

ARTICLE 9 GOVERNMENTAL PROVISIONS

Section 9.1 Buy American Act Provision. The Contractor shall not design or specify a proprietary product that does not comply with the provisions of the Buy American Act (41 U.S.C. § 10a). The Trade Agreements Act and the North American Free Trade Agreement (NAFTA) provide that designated country (as defined in FAR 25.401) and NAFTA country construction materials are exempted from application of the Buy American Act and are therefore acceptable hereunder.

Section 9.2 False Claims Act. The Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in D.C. Code § 2-308.14.

Section 9.3 Retention of Records: Inspections and Audits. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Agreement in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Agreement.

Section 9.3.1 The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Owner and the required cost submissions in effect on the date of execution of the Owner.

Section 9.3.2 Owner, the District of Columbia government, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Contractor for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection.

Section 9.3.3 The Contractor agrees to include the wording of this Section 9.3 in all its subcontracts in excess of five thousand dollars (\$5,000.00) that directly relate to Project performance.

Section 9.3.4 Audits conducted pursuant to this Section will be in accordance with generally accepted auditing standards with the results prepared in accordance with generally accepted accounting principles and established procedures and guidelines of the applicable reviewing or audit agency.

Section 9.3.5 The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Owner. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Section 9.3.6 The Contractor shall preserve all records described herein from the effective date of the Agreement completion and for a period of seven (7) years after a final settlement. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

Section 9.4 Gratuities and Owners Not to Benefit Provisions. If it is found, after notice and hearing, by the Owner that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Owner or the District with a view toward securing the Agreement or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Owner may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Agreement and may pursue such other rights and remedies provided by law and under the Contract.

Section 9.4.1 In the event the Agreement is terminated as provided in Section 9.4, the Owner shall be entitled:

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

Section 9.4.2 No member of, nor delegate to Congress, Mayor or City Council Member, nor Owner nor employee of the District, nor Owner nor employee of the Owner shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom, and all agreements entered into by the Contracting Owner of the Owner in which he or any Owner or employee of the Owner shall be personally interested as well as all agreements made by the Owner in which the Mayor or City Council Member or Owner or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Owner or by any Owner thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or Owner or employee of the District is de minimis.

Section 9.5 Ethical Standards For Owner's Employees And Former Employees. The Owner expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Owner not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Owner or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Owner or District employee or

agent who has joined the Contractor's firm any matter on which the former employee, while employed by the Owner, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Owner personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Contractor or vendor.

Section 9.6 Anti-Deficiency Act. The obligations of the Department to fulfill financial obligations pursuant to this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein (to which the Department is a party), are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2004) (the “**Federal ADA**”), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.) (the “**D.C. ADA**” and (i) and (ii) collectively, as amended from time to time, the “**Anti-Deficiency Acts**”); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the Department in anticipation of an appropriation by Congress for such purpose, and the Department’s legal liability for payments and other charges under this Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

Section 9.6.1 The Department agrees to exercise all lawful authority available to it to satisfy the financial obligations of the Department that may arise under this Agreement. During the term of this Agreement, the Mayor of the District of Columbia or other appropriate official shall, for each fiscal period, include in the budget application submitted to the Council of the District of Columbia the amount necessary to fund the Department’s known potential financial obligations under this Agreement for such fiscal period. In the event that a request for such appropriations is excluded from the budget approved by the Council and submitted to Congress by the President for the applicable fiscal year or if no appropriation is made by Congress to pay any amounts due under this Agreement for any period after the fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, the Department will not be liable to make any payment under this Agreement upon the expiration of any then-existing appropriation, the Department shall promptly notify the Contractor, and this Agreement shall immediately terminate upon the expiration of any then-existing appropriation.

Section 9.6.2 Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District or Department shall have any personal liability in connection with the breach of the provisions of this Section or in the event of non-payment by the Department under this Agreement.

Section 9.6.3 This Agreement shall not constitute an indebtedness of the District and/or the Department nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. No District of Columbia Official or employee is authorized to obligate or expend any amount under this Agreement unless such amount has been appropriated by Act of Congress and is lawfully available.

ARTICLE 10 TERMINATION OR SUSPENSION

Section 10.1 Cancellation Before Notice to Proceed. The Department may cancel the Contract at any time before issuance of a Notice to Proceed, in the Department's sole discretion. Such a cancellation shall not be a breach of the Contract, and the Contractor shall not be entitled to any compensation or damages if cancellation occurs.

Section 14.2 Termination for Default. The Department may terminate the Contract for default if the Contractor fails materially to perform any of its duties or obligations under the Contract. In particular, but without limitation, the Department may terminate the Contract if:

Section 10.2.1 the Contractor fails to prosecute the Work diligently, in accordance with the Project Schedule or to make such progress in the Work as the Department reasonably believes is necessary to complete the Project within the time required by the Contract; or

Section 10.2.2 the Contractor fails to perform the Work in a good and workmanlike manner or to correct defects in the Work promptly upon notice by the Department; or

Section 10.2.3 the Department reasonably determines that the Contractor has abandoned the Work, or has failed to pay laborers, mechanics, materialmen, Subcontractors or suppliers when payment is due; or

Section 10.2.4 becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition under any chapter of the Bankruptcy Code or has an involuntary petition filed against it under any chapter of the Bankruptcy Code, or has a receiver appointed, or files for dissolution or otherwise is dissolved; or

Section 10.2.5 the Contractor fails to pay its debts in a timely manner or becomes insolvent, or the Department reasonably determines that the Contractor does not have the financial ability to carry out its obligations under the Contract and the Contractor fails to give the Department prompt and reasonable assurances of its ability to perform.

Section 10.2.6 the Department must provide the Contractor with written notice of its intent to terminate the Contract under this provision seven (7) days before actually putting the termination into effect. If the Contractor has begun its curative action and has made progress satisfactory to the Department within the seven days, the Department may so notify the Contractor and the termination will not take effect. Otherwise, the termination shall take effect after seven days without further notice or opportunity to cure.

Section 10.2.7 If the Department terminates the Contract for default, the Department will have the right to take over the Work, to accept assignment of some or all Subcontracts or agreements with material suppliers, to take possession of the Project, to take and use all tools, equipment and supplies then being used in connection with the Work, and to finish the Project by whatever method it deems expedient, including accepting assignment of all outstanding Subcontracts and Supply Agreements.

Section 10.3 Termination for Convenience

Section 10.3.1 The Department may, upon seven (7) days written notice to the Contractor, terminate the Contract in whole or specified part, for its convenience, whether the Contractor is in breach of Contract or not. The notice of termination shall state the effective date of termination, the extent of the termination, and any specific instructions.

Section 10.3.2 After receiving notice of termination for convenience, the Contractor shall (1) stop work on the terminated portion of the Project as of the effective date of the termination and stop placing subcontracts or supply agreements thereunder; (2) consult with the Department regarding the disposition of existing orders and subcontracts, and use its best efforts to terminate them on terms favorable to the Department; (3) consult with the Department to decide what actions should be taken to protect work in place and equipment that has been delivered and not yet installed, and to render the site safe, and proceed to take such actions as may be agreed upon or, absent agreement, as may be reasonable; (4) take necessary or directed action to protect and preserve property in the Contractor's possession in which the Department has or may acquire an interest and, as directed by the termination notice or other order from the Department, deliver the property to the Department; and (5) promptly deliver to the Department all computer files it has prepared relating to the Project. The Contractor shall also promptly notify the Department, in writing, of any legal proceeding arising from any subcontract or supply agreement related to the terminated portion of the Project, and, in consultation with the Department, settle outstanding liabilities arising out of the terminated portion of the Project on the best terms reasonably possible.

Section 10.3.3 The Contractor shall be entitled to receive only the following with respect to the terminated portion of the Project: (1) Cost of Work performed up to the date of termination; (2) reasonable costs of terminating outstanding subcontracts and supply agreements and other similar wind-up costs in a reasonable amount; (3) a fair and reasonable portion of the overhead and profit attributable to the Work performed on the terminated portion of the Project, up to the time of termination. The Contractor shall not be entitled to recover overhead or profits on unperformed portions of the Work. Further, if it appears to the Department that the cost of completing Work would have exceeded the Lump Sum Price, the Department shall have the right to adjust the settlement figure downward in an appropriate amount. In no case shall the Contractor be entitled to receive an amount in settlement for termination for convenience that would exceed the percentage value of the Work actually performed in accordance with the Contract, multiplied by the Lump Sum Price, and reduced by any damages, liquidated or otherwise, the Contractor may owe the Department.

Section 10.3.4 Payment of such amounts shall be the Contractor's sole remedy for termination for convenience.

Section 10.3.5 The Contractor shall, promptly after termination, submit a proposal for settlement of the amounts due to it as a result of the termination for convenience. The proposal shall be consistent with the requirements of Subparagraphs 10.4.2 through 10.4.4, and shall be accompanied by such documentation of costs as the Department may reasonably require. Such

documentation may include cost and price data in accordance with the Department's Regulations.

Section 10.4 Effect of Wrongful Termination. Any termination for cause which is later determined to have been improperly effected shall be deemed to have been a termination for convenience pursuant to Paragraph 10.3 and shall be governed by that Paragraph.

Section 10.5 Continued Responsibility After Termination. If the Contractor is terminated, either for default or otherwise, the Contractor shall remain responsible for defects or non-conformities in all Work performed to the date of the termination.

Section 10.6 Suspension

Section 10.6.1 Suspension at the Convenience of the Department.

The Department may at any time, with or without cause, suspend, delay, reduce or interrupt performance of all or any portion of the Work for such period or periods as the Department elects by giving the Contractor written notice specifying which portion of the Work is to be suspended and the effective date of such suspension. Such suspension, delay or interruption shall continue until the Department terminates such suspension, delay or interruption by written notice to the Contractor. No such suspension, delay, interruption or reduction by the Department shall constitute a breach or default by the Department under the Contract Documents. The Contractor shall continue to diligently perform any remaining Work that is not suspended, delayed, reduced or interrupted and shall take all actions necessary to maintain and safeguard all materials, equipment, supplies and Work in progress affected by the suspension, delay, reduction or interruption.

Section 10.6.2 Payment Upon Suspension For Convenience. In the event of suspension, delay, reduction or interruption for convenience by the Department, the Department shall pay the Contractor and the Lump Sum Price shall be increased by such amounts (subject to the payment and related requirements of the Contract Documents) as follows:

Section 10.6.2.1 Additional Costs of the Work, if any, which are incurred by the Contractor, its Subcontractors and Vendors as a result of continuing to maintain dedicated personnel, materials and equipment at the Site at the Department's request during any suspension, delay or interruption period, including for the purpose of safeguarding all material, equipment, supplies and the Work in progress caused solely by such suspension, delay or interruption ordered by the Department for convenience, but the Lump Sum Price shall be increased only if and to the extent such delay, suspension or interruption exceeds a period of thirty (30) consecutive days following commencement of the Work; and

Section 10.6.2.2 Other reasonable and unavoidable Costs of the Work, if any, which are directly related to any subsequent re-mobilization of the suspended, delayed or interrupted the Work caused solely by such suspension, delay or interruption ordered by the Department for convenience, but the Lump Sum Price shall be increased only if and to the extent such delay, suspension or interruption exceeds a period of thirty (30) consecutive days following commencement of the Work.

Section 10.6.2.3 Provided, however, that no adjustment shall be made to the extent that performance was otherwise subject to suspension, delay or interruption by another cause for which the Contractor is responsible. Furthermore, the Contractor shall not be entitled to an increase in overhead or profit for a suspension ordered by the Department.

ARTICLE 11 OTHER CONDITIONS AND SERVICES

Section 11 General Conditions. To the extent that this Agreement is silent on an action or requirement of the Contractor, and current as of the date of this Agreement the Standard Contract Provisions For Use With Goods and Services Contracts Revised March 2007 shall govern the Contractor's obligations with respect to such action or requirement under this Agreement.

ARTICLE 12 INDEMNIFICATION

Section 12 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Department and Department's consultants, agents, and employees from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from performance of work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

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

By: _____
Name: Christopher Weaver
Title: Acting Director/Chief Contracting Officer
Date: _____

INSERT CONTRACTOR

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

ATTACHMENT-A1

SCOPE OF WORK Title-I Services

DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES

TITLE-I SERVICES

1. SERVICES TO BE PERFORMED:

The Architect-Engineer shall provide services and prepare and submit to the District of Columbia Government for the construction of the items listed in this scope of work. Upon completion of design documentation the Architect-Engineer will submit a final detailed construction cost estimate for accomplishing the work. It will be the responsibility of the Architect-Engineer to review all existing documentation, conduct site visits and assessments as required to prepare the required documents.

2. COORDINATION TO BE PERFORMED:

The Architect-Engineer shall meet with all the appropriate regulatory agencies to ascertain requirements for compliance. Upon complying with the aforementioned requirements and satisfactorily addressing all comments in the reviews noted below, the Architect-Engineer will submit the final permitted documents for editing by the Department of General Services (DGS).

3. SCOPE OF WORK:

3.1. Project Summary:

3.1.1. Agency tenant(s):

3.1.2. Facility size in gross and or net square feet: Special requirements; e.g., security, public safety, telecomm, IT, etc.:

3.2. Architect-Engineer Details. At each building, unless otherwise noted, the Architect-Engineer shall perform the following work:

3.2.1. A separate set of Construction Documents for bidding and permit shall be developed by the Architect-Engineer. Each building shall receive a separate set of Construction Documents.

3.2.2. Architect-Engineer shall perform an industry-standard water test at each building's roof. Based on the findings of the water test, the Architect-Engineer shall develop a scope of work and specifications, including warranties, for any necessary improvements. At the completion of the improvement work, the Architect-Engineer shall perform a second industry-standard water test to verify the completeness of the improvements.

3.2.3. Architect-Engineer shall survey all plumbing pipes, fixtures and appliances that are located on, ventilate to or drain from the roof to verify the presence of any leaks

- 3.2.4. After DGS has reviewed the survey results and recommended improvements, Architect-Engineer shall create a set of Construction Documents for the recommended improvements. The Construction Documents shall be reviewed by DGS and DOH. Architect-Engineer shall include two (2) revisions to the Construction Documents.

3.3. Building Location.

- 3.4. DC Green Building Act. LEED Certification (will) (will not) be pursued on this project, but the project shall incorporate as many green building practices as practical per the District of Columbia Green Building Act of 2006, and any subsequent revisions.

- 3.5. Cost Estimate. A cost estimate will be developed per the Attachment-A3 requirement at each submission stage and provided both in hard copy and on electronic file format. The Cost Estimate will adhere to CSI.

- 3.6. Project Communications. All communication from the Architect-Engineer shall be to the designated representative of the District of Columbia Government, who shall serve as the project manager.

- 3.7. Bidding and Permitting Stage. The Architect-Engineer shall be responsible for obtaining any such building permits and clearances in accordance with Attachment-A3. The Architect-Engineer will assist the District in obtaining and reviewing bids or negotiated proposals, attending pre-bid meetings and will further assist in awarding and preparing contracts for construction. The Architect-Engineer shall be responsible for all costs associated with comments received from permitting agencies. This shall include both resubmission fees and redesign costs. There shall be a separate building permit obtained for each building.

- 3.8. Document Preparation: The final submission of required drawings will be on Computerized Graphic Software and specifications shall be provided electronically in MS Word format or such other word processing format as may be specified in writing by the Contracting Officer.

- 3.9. Design Submissions. Make design submissions in accordance with "Attachment-A3, Technical Requirements and Submittal Guide" requirements as follows:

<u>Task</u>	<u>Due Date</u>
Site survey and submission of report recommending improvements	____ business days after the Notice to Proceed (NTP)
Submission of Construction Documents for Review by DGS	____ business days after the District of Columbia approval of improvement recommendations

Revisions to Construction Documents	_____ business days after issuance of request for revision by District of Columbia
Submission of Construction Documents for permitting and bidding	_____ business days after District of Columbia approval of Construction Documents
Receipt of Building Permits	_____ business days after the District of Columbia approval of 100% Construction Documents

Total duration is: _____ business days, not including time required for plan revisions due to District of Columbia comments

3.10. Title I Services are deemed complete when the Architect-Engineer obtains the required building permits (building permit fees are reimbursable) and the construction contract is awarded to the General Contractor.

4. DOCUMENTS AND DATA TO BE FURNISHED BY THE DEPARTMENT GENERAL SERVICES

4.1. (Insert as applicable) Attachment-A3, "Technical Requirements and Submittal Guide"

5. INSURANCE:

The Architect-Engineer shall maintain at its expense such insurance as is specified herein. All insurance will be subject to the approval of the District as to coverages, terms and insurance carriers. The following are minimum coverages for insurance required to be maintained under this Contract:

5.1. Architect-Engineer's Professional Liability Insurance (Errors and Omissions):

A. Limit of Liability: Two Million (\$2,000,000) per claim; Four Million (\$4,000,000)

annual aggregate; with a combined deductible not to exceed one Hundred Fifty Thousand Dollars (\$150,000).

B. Form: The Architect-Engineer's policy insuring claims made arising from design, engineering, architectural or other services or activities performed by any architects, engineers, consultants or other design professionals (and their respective officers, directors, employees or agents) in connection with the Project. There will be no pollution or environmental impact exclusion.

C. Specific Coverage: 1) The Architect-Engineer shall maintain such policy, without interruption for a period of five (5) years from the date of Substantial Completion.
2) Cancellation provisions as described herein.

5.2. Commercial General Liability:

A. Limit of Liability: **A-E Services:**

Projects Under \$20M in total Construction Costs: One Million Dollars (\$1,000,000) per occurrence; Two Million Dollars (\$2,000,000); umbrella excess liability.

Projects \$20M-\$50M in total Construction Costs: Two Million Dollars (\$2,000,000) per occurrence; Four Million Dollars (\$4,000,000); umbrella excess liability.

Projects Over \$50M in total Construction Costs: Five Million Dollars (\$5,000,000) per occurrence; Seven Million Dollars (\$7,000,000); umbrella excess liability.

Structural & MEP Services (if separate from A-E Contract):

Projects Under \$10M in total Construction Costs: One Million Dollars (\$1,000,000) per occurrence; Two Million Dollars (\$2,000,000); umbrella excess liability.

Projects \$10M-\$20M in total Construction Costs: Two Million Dollars (\$2,000,000) per occurrence; Four Million Dollars (\$4,000,000); umbrella excess liability.

Projects Over \$20M in total Construction Costs: Five Million Dollars (\$5,000,000) per occurrence; Seven Million Dollars (\$7,000,000); umbrella excess liability.

- B. Form: Comprehensive General Liability (specify form on certificate of insurance).
- C. Specific Coverage Requirements
- 1) Coverage for products/completed operations.
 - 2) Blanket contractual liability.
 - 3) Coverage for liability arising from the acts of independent contractors.
 - 4) Personal injury liability.
 - 5) Coverage for property damage arising from explosion, collapse, or underground hazards.
 - 6) Broad form property damage coverage, including completed operations.
 - 7) Such policy will be maintained in full force and effect for five (5) years following the date of Final Payment.
 - 8) Cancellation provisions as described herein.

5.3. Business Automobile Policy:

- A. Limit of Liability: One Million Dollars (\$1,000,000) per person; One Million Dollars (\$1,000,000) per occurrence for property damage; umbrella excess liability of Five Million Dollars (\$5,000,000).
- B. Form: Business Automobile Policy.
- C. Specific Coverage Requirements:
- 1) Coverage for any auto operated in conjunction with Project.
 - 2) Cancellation provisions as described herein.

5.4. Workers' Compensation and Employer's Liability.

- A. Limits of Liability
- 1) Workers' Compensation Statutory
- 2) Employers' Liability:
- One Million Dollars (\$1,000,000) each accident/accident (where applicable).

- B. Specific Coverage Requirements:
- 1) Other states' endorsement.
 - 2) United States Longshore and Harbour Workers' Act endorsement.
 - 3) Cancellation provisions as described herein.

General.

The Architect-Engineer shall purchase and maintain the insurance required hereunder from companies authorized to do business in the District of Columbia, with an AM Best's rating of "A" as to management; and no less than "Class X" as to strength or better.

The insurance coverage provided for in paragraphs 2 and 3 above, without liability on the part of the District for premiums thereof, will include the endorsements as additional insureds of the District and its directors, officers, employees, affiliates, parent, subsidiaries, agents and representatives, and lender(s), if any.

All policies and certificates of insurance will carry the policy number, expiration dates and policy limits required above and will expressly provide that no less than sixty (60) days prior written notice will be given to the District in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or as evidenced by such certificate of insurance.

Notwithstanding anything else contained herein to the contrary, the Architect-Engineer shall bear all costs of all deductibles or any self-insured retention and will remain solely and fully liable for the full amount of any claim or item not compensated by insurance (including any settlement made with the prior approval of the District) to the extent such claim or item arises out of or relates to the performance of, or any error, omissions, or discrepancy in the services or documents provided by the Architect-Engineer or its consultants.

The Architect-Engineer shall provide the District with certificates of insurance evidencing the coverages and conditions required at anytime requested by District. Upon request, Architect-Engineer shall also provide the District with copies of any and all insurance policies (including all binders, endorsements, and other documents as may be requested by the District).

Should the Architect-Engineer engage any Consultants or independent contractors, it will require such consultants or independent contractors to purchase or maintain insurance as required herein and in the Contract. If such Consultant or independent contractor fails to purchase and maintain such insurance, the District may, but will not be obligated to upon

five (5) days written notice to the Architect-Engineer, purchase such insurance on behalf of the Architect-Engineer and will be entitled to be reimbursed by Architect-Engineer promptly upon demand or deduct the amount of such premiums from any compensation due to the Architect-Engineer.

The insurance required hereunder is primary and direct and will apply to loss prior to any coverage carried by the District or any other party.

1. Architect-Engineer's Professional Liability Insurance (Errors and Omissions):

- A. Limit of Liability: Two Million (\$2,000,000) per claim; Four Million (\$4,000,000) annual aggregate; with a combined deductible not to exceed one Hundred Fifty Thousand Dollars (\$150,000).
- B. Form: The Architect-Engineer's policy insuring claims made arising from design, engineering, architectural or other services or activities performed by any architects, engineers, consultants or other design professionals (and their respective officers, directors, employees or agents) in connection with the Project. There will be no pollution or environmental impact exclusion.
- C. Specific Coverage:
 - 3) The Architect-Engineer shall maintain such policy, without interruption for a period of five (5) years from the date of Substantial Completion.
 - 4) Cancellation provisions as described herein.

2. Commercial General Liability:

- A. Limit of Liability: **A-E Services:**
 - Projects Under \$20M in total Construction Costs: One Million Dollars (\$1,000,000) per occurrence; Two Million Dollars (\$2,000,000); umbrella excess liability.
 - Projects \$20M-\$50M in total Construction Costs: Two Million Dollars (\$2,000,000) per occurrence; Four Million Dollars (\$4,000,000); umbrella excess liability.
 - Projects Over \$50M in total Construction Costs: Five Million Dollars (\$5,000,000) per occurrence; Seven Million Dollars (\$7,000,000); umbrella excess liability.

Structural & MEP Services (if separate from A-E Contract):

Projects Under \$10M in total Construction Costs: One Million Dollars (\$1,000,000) per occurrence; Two Million Dollars (\$2,000,000); umbrella excess liability.

Projects \$10M-\$20M in total Construction Costs: Two Million Dollars (\$2,000,000) per occurrence; Four Million Dollars (\$4,000,000); umbrella excess liability.

Projects Over \$20M in total Construction Costs: Five Million Dollars (\$5,000,000) per occurrence; Seven Million Dollars (\$7,000,000); umbrella excess liability.

B. Form: Comprehensive General Liability (specify form on certificate of insurance).

C. Specific Coverage Requirements

- 9) Coverage for products/completed operations.
- 10) Blanket contractual liability.
- 11) Coverage for liability arising from the acts of independent contractors.
- 12) Personal injury liability.
- 13) Coverage for property damage arising from explosion, collapse, or underground hazards.
- 14) Broad form property damage coverage, including completed operations.
- 15) Such policy will be maintained in full force and effect for five (5) years following the date of Final Payment.
- 16) Cancellation provisions as described herein.

3. Business Automobile Policy:

A. Limit of Liability: One Million Dollars (\$1,000,000) per person; One Million Dollars (\$1,000,000) per occurrence for property damage; umbrella excess liability of Five Million Dollars (\$5,000,000).

B. Form: Business Automobile Policy.

C. Specific Coverage Requirements:

- 3) Coverage for any auto operated in conjunction with Project.
- 4) Cancellation provisions as described herein.

4. Workers' Compensation and Employer's Liability.

A. Limits of Liability

- 3) Workers' Statutory
Compensation
- 4) Employers' Liability:

One Million Dollars (\$1,000,000) each accident/accident (where applicable).

B. Specific Coverage Requirements:

- 4) Other states' endorsement.
- 5) United States Longshore and Harbour Workers' Act endorsement.
- 6) Cancellation provisions as described herein.

General.

The Architect-Engineer shall purchase and maintain the insurance required hereunder from companies authorized to do business in the District of Columbia, with an AM Best's rating of "A" as to management; and no less than "Class X" as to strength or better.

The insurance coverage provided for in paragraphs 2 and 3 above, without liability on the part of the District for premiums thereof, will include the endorsements as additional insureds of the District and its directors, officers, employees, affiliates, parent, subsidiaries, agents and representatives, and lender(s), if any.

All policies and certificates of insurance will carry the policy number, expiration dates and policy limits required above and will expressly provide that no less than sixty (60) days prior written notice will be given to the District in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or as evidenced by such certificate of insurance.

Notwithstanding anything else contained herein to the contrary, the Architect-Engineer shall bear all costs of all deductibles or any self-insured retention and will remain solely and fully liable for the full amount of any claim or item not compensated by insurance (including any settlement made with the prior approval of the District) to the extent such claim or item arises out of or relates to the performance of, or any error, omissions, or discrepancy in the services or documents provided by the Architect-Engineer or its consultants.

The Architect-Engineer shall provide the District with certificates of insurance evidencing the coverages and conditions required at anytime requested by District. Upon request, Architect-Engineer shall also provide the District with copies of any and all insurance policies (including all binders, endorsements, and other documents as may be requested by the District).

Should the Architect-Engineer engage any Consultants or independent contractors, it will require such consultants or independent contractors to purchase or maintain insurance as required herein and in the Contract. If such Consultant or independent contractor fails to purchase and maintain such insurance, the District may, but will not be obligated to upon five (5) days written notice to the Architect-Engineer, purchase such insurance on behalf of the Architect-Engineer and will be entitled to be reimbursed by Architect-Engineer promptly upon demand or deduct the amount of such premiums from any compensation due to the Architect-Engineer.

The insurance required hereunder is primary and direct and will apply to loss prior to any coverage carried by the District or any other party.

6. PROJECT SPECIFIC REQUIREMENTS:

Architect-Engineer Services	Title I				Title II
	Survey / Improvement		Construction Documents Phase	Final Compliance Phase	Construction Administration – Title II
• Plat Map					
• Topographic Survey					
• Soils Data					
○ Hazardous Material & Contamination	X				X
• Architectural	X		X		X
• Civil	X		X		X
• Structural	X		X		X

• Electrical, including Fire Alarm					
• Mechanical (HVAC)					
• Plumbing	X		X		X
• Color Charts					
• Computerized Design Analysis					
• Reviews					
o Architectural Model					
• Specifications	X		X		
• Rendering					
• Cost Estimate	X				X
• Photos	X				X
• Construction Administration – Title II Services					X

ATTACHMENT-A2

SCOPE OF WORK Title-II Services

DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES

OPTION FOR TITLE-II SERVICES

1. COMPENSATION:

- 1.1. For the Architect-Engineer's Title-II Services described herein, the District shall compensate the Architect-Engineer an amount not to exceed 20% of the total Design Phase services unless specific "additional services" outside the basic services described herein are identified.

2. EVALUATION OF THE WORK:

- 2.1. SERVICES TO BE FURNISHED BY ARCHITECT-ENGINEER. The Architect-Engineer shall:
 - 2.1.1. Render professional judgments and recommendations in regard to work for which the Architect-Engineer was responsible during the preparation of the contract documents for the subject project.
 - 2.1.2. Advise and/or recommend to the Contracting Officer's Technical Representative (Project Manager) construction changes deemed necessary during construction. The Architect-Engineer will not make changes in plan, specifications, or other contract documents, nor waive any contract requirement, except as directed by the Contracting Officer.
 - 2.1.3. Prepare Change Order drawings, related specifications, and cost estimates when requested. Performance of this work will be recognized as justification for additional fees unless same shall be required due to errors and/or omissions on the part of the Architect-Engineer.
 - 2.1.4. Consult with and technically advise the Project Manager regarding questions and disputes which may arise as a result of the Architect-Engineer's Title I Services and subsequent advice.
 - 2.1.5. Observe or review, when requested, tests of work, equipment and utility systems for conformance with contract plans and specifications.
 - 2.1.6. Observe or review, when requested, the testing of installed equipment and utility systems for conformance with contract plans and specifications.
 - 2.1.7. Upon the request of the Project Manager, the Architect-Engineer shall prepare a punch list itemizing incomplete, omitted and unacceptable work to be done for satisfactory conformance to the contract.

- 2.1.8. Within five (5) days after each visit, provide the Project Manager with a written report regarding the subject of the above visit with detailed minutes of the visit; and any items that may assist the Project Manager in administering the contract.
- 2.1.9. Render to the Project Manager a Final Report containing the Architect-Engineer's narrative evaluation of the performance of the Contractor, a chronological log of all inspection visits performed by the Architect-Engineer and copies in chronological order of all reports with the corresponding minutes previously rendered to the Project Manager.
- 2.1.10. The Architect-Engineer in his capacity as adviser to the Project Manager shall deal directly with the Project Manager or his representative and have no communication with the Contractor, except as designated by the Contracting Officer.
- 2.1.11. The Architect-Engineer, in cooperation with the District or any independent inspectors retained by the District, shall review and certify pencil copy and final invoice amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment and the Contract Documents.

3. REVIEW AND CHECKING OF SHOP DRAWINGS AND SAMPLES:

- 3.1. SERVICES TO BE FURNISH BY ARCHITECT-ENGINEER. The Architect-Engineer shall:
 - 3.1.1. Review and Check Submittals. Review and check all submittals issued to the Project Manager, such as shop and related drawings together with such samples and product data submitted by the Contractor in connection with the Work, to assure that they conform with the Contract Documents and Specifications, recommending to the Project Manager those items which are found satisfactory, and furnishing exceptions in writing as to those for which disapproval is recommended.
 - 3.1.2. Advise the Project Manager of any construction changes deemed necessary, but not to make changes in plans and specifications or other contract requirements; nor waive any contract requirement. The Architect-Engineer, in its capacity as adviser to the Project Manager, will deal directly with the Project Manager, unless directed otherwise by the Project Manager.
 - 3.1.3. The Architect-Engineer shall be a representative of the Project Manager during the Title II Services phase, and will advise and consult with the Project Manager, and Project Manager's consultants. The Architect-Engineer shall review the Project Schedules and consult with the Contractor, and the Project Manager, with respect thereto. The Architect shall have authority to act on behalf of the Project Manager only to the extent provided in the Contract unless otherwise modified by written instrument. The Architect-Engineer shall not be

authorized to order any change in the Work which would modify the Design Schedules, the Project Schedule, or the dates specified for completion of the Work or any Phase of the Work, or the contract price of the Work or any Phase of the Work (as specified in the Contract Documents), without specific written approval from the Project Manager. All design-related scheduling shall be completed in generically defined Required Scheduling Software as determined appropriate by the Project Manager.

- 3.1.4. Consult with and technically advise the Project Manager regarding questions and disputes which may arise in connection with shop and/or related drawings submitted by the Contractor.
- 3.1.5. Perform all required services in a professional and timely manner and promptly notify the Project Manager of any anticipated or actual delays resulting from Contractor submissions which may delay the progress of construction.
- 3.1.6. Render to the Project Manager a Final Report containing the Architect-Engineer's narrative evaluation of the performance of the Contractor and a chronological log of all submittals will contain, but not be limited to: dates received and returned, identity of items, and Architect-Engineer's recommended disposition.
- 3.1.7. The Contractor will submit all Shop Drawings with letter of transmittal directly to the Architect-Engineer. Copy of Shop Drawings letter of transmittal shall be sent to the Department of General Services Construction Division by the Contractor. All Shop Drawings from the Contractor will be submitted at a minimum and unless otherwise noted in two (2) hard-copies and one (1) copy in electronic pdf format.

Complete sets of Shop Drawings, to include Shop Drawings for builder's hardware, doors, jams and color/texture selections, will be delivered to the Architect-Engineer by the Contractor, who shall establish and maintain a Shop Drawings log by number, using an approved web-based project management system such as Prolog.

The Architect-Engineer shall deliver Shop Drawings submittals to the Department of General Services in accordance with the following time table:

- Projects with an estimated cost of less than \$1.0 million, 5 days
- Projects estimated between \$1.0 million and \$5.0 million, 7 days
- Projects between \$5.0 million and \$10.0 million, 10 days
- Projects over \$10.0 million, 14 days

The Architect-Engineer shall retain on file one (1) copy of all Shop Drawing submittals.

The Architect-Engineer shall fill out and attach to each Shop Drawing submittal an approved form suitable for the record. All Shop Drawings will be stamped with the Architect-Engineer's stamps and noted for appropriate action.

Shop Drawings will be marked for compliance with Contract Documents only. Should a change be required, the Architect-Engineer shall so indicate in writing. The Architect-Engineer shall maintain a Change Order Drawing log using an approved web-based project management system such as Prolog.

4. PERIOD OF SERVICE:

- 4.1. The work and services to be provided by the Architect-Engineer under Title II of this contract will be performed concurrently during the entire period of construction resulting from the Title I design and through acceptance by the District. When the Architect-Engineer contract is terminated prior to completion, payment will be made for only that portion of the work actually accomplished by the Architect-Engineer and approved by the Project Manager.

5. PREPARATION OF RECORD DRAWINGS:

- 5.1. Upon completion of the Construction Phase, the Architect-Engineer shall prepare and deliver to the Owner one set of Project record drawings and specifications in an electronic format acceptable to the District, incorporating revisions made by the Architect-Engineer during the Construction Phase and field changes noted on the Contractor's marked-up field set (reference: AIA B101 - 2007).

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES

**“TECHNICAL REQUIREMENTS AND SUBMITTAL
GUIDE”**

APPLICABILITY OF ATTACHMENT-A3

Unless otherwise stipulated, the Architect-Engineer shall be responsible to comply with only those Sections and Sub-Sections of the Attachment-A3 as shall be applicable to and usually or customarily found necessary for performing the “Scope-of-Work Services” described herein, and required by Attachment-A1 and Attachment-A2 of this Contract.

Revision: November 2010
August 2000
June 1988

CONTRACT NO. _____

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DISTRICT OF COLUMBIA DEPARTMENT OF REAL ESTATE SERVICES**“TECHNICAL REQUIREMENTS AND SUBMITTAL GUIDE”****1. GENERAL INFORMATION:**

- 1.1. All written requests or correspondence regarding this Contract shall be addressed to the Construction Division, Department of General Services (DGS), at 1250 U Street, NW, Washington DC, 20009- 3rd Floor. In all matters pertaining to this Appendix, information and coordination shall be through the DGS Construction Division.
- 1.2. All final decisions relating to design are within the purview of the Director, Department of General Services or the Director’s authorized representative.
- 1.3. During the construction period of the facility for which services are to be performed under this Contract, the Architect-Engineer shall, without additional cost to the District of Columbia (District), be available for complete consulting services on errors, omissions and discrepancies in drawings and specifications for all phases of the design.
- 1.4. Changes in this Attachment-A3 may be made from time to time to accommodate modifications in the requirements of the District, or the requirements for the particular project set forth in the Scope of Work (SOW) of the Contract. Such changes, when required, shall be identified as a Supplement and/or Errata Sheet and numbered sequentially, and/or specifically amended. Changes applicable only to a specific project and Contract shall be identified as supplement and/or specifically amended in the SOW, and be applicable to have effect only with respect to the project and Contract number to which attached and made a part thereof.

2. SCOPE AND DEFINITION:

This Attachment-A3 defines both the technical requirements and the submittal schedules as required for the District.

2.1. Technical Requirements:

It is expressly understood and agreed that requirements set forth hereafter are minimum requirements only, not intended to be all inclusive, and that, notwithstanding the absence of any provision of this Attachment-A3. Therefore it is the responsibility of the Architect-Engineer to provide all services necessary for a complete and integrated design of the facilities specified in the SOW. This will include all design and engineering features, equipment, system, etc., usually or customarily found in or necessary for the design of a structure or facility of the kind and type described therein, together with technical specification, design analyses, permit set construction documents, construction administration, construction cost estimates, renderings, photographs, and scale models.

2.2. Submittal Schedule:

The preparation of the documents for construction work is complex, exacting, and time-consuming. In each project there are a minimum of three interested parties: the end user, DGS and the Architect-Engineer. The establishment of a mutually acceptable design with the minimum effort will be accomplished by graphic and textual design solutions to be submitted for critical review and comment at certain development stages. The quantity and the development stage of these submissions will vary according to complexity of the work. Following are the submissions for most projects and their minimum contents, unless specifically amended in supplement(s) and/or Scope of Work Attachment-A1:

NO. Submission % Completed**Group I: Permit Set Construction Documents For Construction**

- I. Preliminary Evaluation/ Schematic Design and Design Phase..... 20% Completed
- II. Construction Documents Final Compliance Phase..... 80% Completed
(Includes Permitting, Bidding & Negotiation)
- III. Group I: Permit Set Construction Documents Phase Total Completion: 100% Completed

Group II: Initial ADA Condition Assessment Survey Reports

- I. Initial ADA Condition Assessment Survey Reports65% Completed
- II. Initial ADA Condition Assessment Survey Reports, Final Phase...35% Completed
- III. Group II: Initial ADA Condition Assessment Survey Reports:..... 100% Completed

2.3. Document Preparation:

All documents to be prepared under this Contract will be:

- 2.3.1. Accomplished by the Architect-Engineer in a clear, orderly, intelligible and professional manner; suitable for reproduction; and
- 2.3.2. Identified by the appropriate project name and number assigned by DGS.
- 2.3.3. Prior to the submittal of any design drawings, specifications, engineering analyses, construction cost estimates, and studies, the Architect-Engineer shall completely check and coordinate same for accuracy, compliance with current District of Columbia Construction Codes Supplement 2013; as the District of Columbia Construction Codes International Building Code (IBC) 2012, International Residential Code (IRC) 2012, International Fuel Gas Code (IFGC) 2012, International Mechanical Code (IMC) 2012, International Plumbing Code (IPC) 2012, International Property Maintenance Code (IPMC) 2012, International Fire Code (IFC) 2012, International Energy Conservation Code (IECC) 2012, International Existing Building Code (IEBC) 2012, International Green Construction Code (IGCC) 2012, International Swimming Pool and Spa Code (ISPS) 2012, National Electric Code (NFPA-70) 2011, DC Law 8-36 District of Columbia Environmental Policy Act of 1989, DCMR Title 11-Zoning Regulations,

Green Building Act of 2006, Current American Disabilities Act (ADA), Current American Disabilities Act Accessibility Guidelines (ADAAG), American National Standards Institute (ANSI): Accessible and Usable Buildings and Facilities, ICC A117.1-2009, 504 Rehabilitation Act of 1973, Title 2 of the ADA Act, along with other relevant applicable codes and regulations, and for compliance with the additional requirements outlined hereafter.

- 2.3.4. Review Time: In accordance with the Schedule of Work specified in the Contract General Provisions, Attachment-B, Section 3, Progress Schedules and Reports included hereof, the Architect-Engineer shall submit to DGS, a schedule (Monthly Progress Report) showing the salient features of the Work and its start and finish dates. The Architect-Engineer will develop a "Monthly Progress Report Guide" for approval by the Project Manager. In preparing the Schedule of Work, the Architect-Engineer shall allow time for each review by DGS/Construction Division. The review time allowance in business days to be measured from time of receipt from A/E/Contractor until return from DGS, will be as follows unless otherwise altered in the SOW:

NO. SUBMISSION

REVIEW TIME

Part I: A/E Services for Permit Set Construction Documents

(Calendar Days)

- | | |
|-----|---|
| 1. | A/E Services |
| | For Permit Set Construction Documents.....[30] |
| | Includes; Preliminary Evaluation, Schematic Design |
| | Design Development |
| II. | Total Construction Document Phase.....[60] |
| | Includes: Construction Document Submittals, Reviews, |
| | Total Final Compliance, Total Final Compliance Reviews, |
| | Permitting, Bidding and Negotiation. |

(See Attachment A-1)

Total A/E Services for Permit Set Construction Documents:.....[90-120]

Part II : Initial ADA Condition Assessment Survey Reports

(Calendar Days)

- | | |
|----|--|
| I. | Initial/Draft ADA Condition Assessment Report.....[80] |
| | Submittals, ADA Initial Condition Assessments Survey |
| | Reports Review. (Draft ADA Survey Reports: (50) days. |

- | | |
|-----|--|
| II. | Final ADA Condition Assessment Report(s) Submission.....[30] |
|-----|--|

(See Attachment A-1)

Total Duration for ADA Initial Condition Assessment[110-140]

Condition Survey Reports

Note: The above submissions and schedules may be amended by Scope of Work Attachment-A1 and / or Supplement(s) for specific Contract.

1. **Monthly Progress Report:** See General Provisions, Section 3.

2. **Time of Completion:**

It is understood and agreed that time is of the essence for the performance of the Services provided or required by this Contract. The Architect-Engineer shall assist the District in preparing, modifying and updating a schedule which will provide for the timely provision of the Architect-Engineer's Services, DGS reviews and approvals, and the review and approval of governmental authorities having jurisdiction over the Project and the orderly progress of the design and development of the Project and each Phase thereof (the "Project Schedule"). The Project Schedule will be prepared so as to coordinate with the dates and objectives of the District's schedules, and the Design Schedules, the Construction Phase Schedule, and will provide for the expeditious, timely, and practical execution of the Architect-Engineer's Services in such a manner as to facilitate (and not delay) the construction and completion of the Project and each Phase (location) thereof in accordance with said Project Schedule and the documents. Should the Architect-Engineer become aware of delays from any source caused by the Architect-Engineer or others, it will, within three (3) days of becoming aware of such delays, provide written notice to the Project Manager of such delays.

2.4. **Reviews:**

2.4.1. The preparation of construction documents is a combined effort of the professional Architect-Engineer, DGS, the end user and other assignees that are expert in their disciplines. The documents must accurately and completely reflect the design concept if the project is to be aesthetically appealing, efficient and carefully planned for maximum usage, and economical in construction, operation and maintenance costs. DGS retains private professional architects and engineers to accomplish this work, confident that their expertise and experience will yield proper documents for the construction of a complete project, according to the project program.

2.4.2. The District will provide reviews to aid in the correct interpretation of the users' requirements, to encourage appropriate creativity in design, to corroborate the selected engineering system, and to assess the synthesis of the project. DGS does not consider checking and cross-checking for accuracy of the document to be its obligation. The Architect-Engineer is totally responsible for all facets of the development of the documents constructability reviews. The constructability review process should assure that:

2.4.2.1. The project, as detailed in the plans and specifications, can be constructed using standard construction methods, materials and techniques;

- 2.4.2.2. The plans and specifications provide the contractor with clear, concise information that can be utilized to prepare a competitive, cost-effective bid; and
- 2.4.2.3. The Work, when constructed in accordance with the plans and specifications, will result in a project that can be maintained in a cost-effective manner by the District over the life of the project.
- 2.4.3. “On-Board” Reviews: When authorized as being necessary, DGS may include On-Board (over the shoulder) Reviews to accommodate an accelerated schedule or to address issues best resolved in that manner. The review is typically held at the District General Service’s office, located at 1250 U Street, NW, Washington DC, 20009 and is used to review progress of the design with respect to scope, schedule, and maximum allowable construction cost. The review will consist of discussion, questions, answers, action-item assignments, and follow-up of outstanding issues. Items identified for action by the Architect-Engineer shall be shown in subsequent deliverables. The Architect-Engineer will issue date-stamped documents to the Project Manager at least five (5) days prior to the review. At a minimum, participants will include the Architect-Engineer team, sub-consultants and the Project Manager. The Architect-Engineer shall prepare and distribute minutes of each meeting documenting all resolutions of Project issues and/or features, and open action items identifying persons responsible for action items with due dates, to all attendees within three (3) working days of each meeting.

3. SURVEYS AND HAZARDOUS MATERIALS:

3.1. Surveys:

3.1.1. Plat Map:

A “Plat Map” for the project site will be provided by the Architect/Engineer from the District of Columbia Surveyor’s Office and furnished to the DGS by the Architect/Engineer to be incorporated in the construction documents.

3.1.2. Topographic Survey:

The Architect-Engineer shall order the topographic survey immediately after receiving the commission for the work. He shall prepare and submit one (1) reproducible copy of a topographic survey map of the site of the facility in sufficient detail to permit the proper and efficient execution for the work required by this Contract, unless notified otherwise. The area to be surveyed will include a 50 feet wide strip around the entire perimeter except where there is no right of entry. The topographic survey map will be at a scale of not less than 1” = 20’-0”, and will show and/or include: (i) contours at 1’-0” vertical intervals where slopes are 10% or less, contours at 2’-0” vertical intervals where slopes are greater than 10% (ii) all natural and artificial features including, but not limited to, the following: (a) building, sheds and other structures, both existing and

previously demolished, where possible; (b) elevation of basements, areaways, vault floors, etc.; (c) retaining walls, terrace walls, steps, curbs, etc., with top, bottom and adjacent grade elevations; (d) roads, walks, driveways, and other paved areas (Indicate kind); (e) fences, gratings and drainage structures; (g) water, sewer and utility lines, manholes, vaults and both rim elevation and invert elevation; (h) telephone, power and light poles; (i) grass, lawn, weed, bush, and wooded areas; (j) trees, 3" diameter and over, and (k) fields, bare earth and exposed rock areas. The boundary, as indicated by the "Plat Map" and the location of existing markers will be shown on the topographic map. The marker location will be obtained from the D.C. Surveyor's office. At least one boundary line extending the full length of the site will be located from existing markers and defined by a new marker at each end. All topographic features and all new construction will be accurately located from this boundary line. This will be a survey of record and must be sufficiently accurate for building design to be developed with out necessitating any major plan change when the official survey is prepared.

3.1.3. Zoning Report:

Prepare a zoning analysis and site map that describes what the current site allows and requires in terms of the site setbacks, height restrictions, FAR, Use Groups and Prohibited Uses. Identify any site easements or rights of way as well as any special restrictions or considerations that may have an impact on how the site may be used.

3.1.4. Soils Data:

The Architect-Engineer shall confer with the Project Manager within five (5) days after NTP and also immediately after acceptance of the Schematic Phase by DGS on the location, quantity and depth of soil identification holes.

3.1.3.1. The Architect-Engineer shall provide with each required soil evaluation: Soil boring, soil samples and certified boring logs. The boring logs will show strata description, resistance to penetration of standard sampling spoons, ground water levels and other pertinent data, [two (2) copies required].

3.1.3.2. The Architect-Engineer shall provide the following as needed but only upon authorized approval (payable by the District):

3.1.3.2.1. Perforated pipes for water level readings.

3.1.3.2.2. Core drilling in rock, core samples and drilling logs.

3.1.3.2.3. Test pits, test caissons, test piles, load tests, bearing tests and certified records of all pertinent test data.

3.1.3.2.4. Laboratory tests of soil strata and such borings and samples as may be needed in addition to 3.1.3.1. Above.

3.1.3.2.5. Two (2) copies of analysis and recommendations from professional soil mechanics and foundation engineer.

- 3.1.3.3. The Architect-Engineer shall utilize all soils data secured under 3.1.3.1. above as an aid in his determination for designs of foundations, sub-structures, retaining walls, etc., and for all earthwork such as cuts, fills and embankments.
- 3.1.3.4. The scope and sequence of various phases of soils investigations under 3.1.3.2. above will be established by consultations and mutual agreement between the Architect-Engineer and DGS.
- 3.1.3.5. The Architect-Engineer shall provide all administrative and engineering services as needed to secure adequate soils data including the preparation of boring location plans and specifications, supervision of boring operation and evaluation of soils data during progress of the borings. He shall also provide a drawing (or drawings) to be included with the drawings:
 - 3.1.3.5.1. Locations of test borings and test pits.
 - 3.1.3.5.2. Description and location of soil strata encountered in borings and test pits.
 - 3.1.3.5.3. Record of blow counts on sampling spoons when taking soil samples.
 - 3.1.3.5.4. Water level reading with time and date the record taken.
 - 3.1.3.5.5. Any other data pertinent to the construction of foundations and/or earthwork.

3.2. Hazardous Materials & Contamination:

Removal, Encapsulation, or Enclosure: For any project wherein the Scope-of-Work Attachment-A1 calls for the alteration and/or modernization of any part or all of any existing building or facility, including any replacement or improvements to HVAC and Plumbing System, the Architect-Engineer shall prepare and furnish a report as set forth below:

- 3.2.1. The Architect-Engineer shall be responsible to determine by initial field check, and to report promptly to the Project Manager whether or not asbestos exists on the premises. If findings are positive, the A-E shall determine and photograph the locations and the extent, and furnish a comparative budget type cost estimate for each (1) removal and (2) encapsulation, and (3) enclosure; all to be in accord with the current Public Law and OSHA standards and regulations. Architect-Engineer will notify Project Manager of any suspicion of hazardous materials or contamination.
- 3.2.2. When Asbestos exists on the premises, the report from the Architect-Engineer shall contain inspection photographs as follows:

Requirements for Asbestos Inspection Photographs:

3.2.2.1.1. Photographs will be created digitally and reproducible in enough detail to clearly delineate the issue.

3.2.2.1.2. Each photo will be uniquely identified so as to clearly identify the location of the issue, the name/number of the Project, date taken, and other pertinent information as necessary.

4. BASIC SERVICES:

The Architect-Engineer's Basic Services consist of all services included in and attendant to the stages as described hereinafter in this Section. It is the responsibility of the Architect-Engineer to provide all services necessary for a complete and integrated design of the facility specified in the SOW. This may include, without limitation, all architectural, engineering, technical, interior design, administrative, and other services related to all architectural, structural, mechanical, electrical, plumbing, fire protection, life safety systems, civil engineering, interior design, FF&E, landscape design, vertical transportation (including elevators and pneumatic tubes), IT and telecommunications, medical equipment planning, acoustical, vibration and noise, audio/visual design, lighting design, security system design, graphics/signage/way finding design, materials management, roofing and waterproofing, traffic and parking, hardware materials, ADA compliance and other elements and services as typically provided by an architect-engineer and its consultants for similar projects in similar locations necessary to fully and properly complete the Project, and any and all other services identified in any other provision of this Contract as Basic Services. The Architect-Engineer recognizes, agrees and accepts that the District is relying upon it for the complete and total design, development, implementation and administration of the design of the Project and each Phase thereof and, notwithstanding the specific listing of services contained in this Section.

4.1. Review Comments:

All review comments from DGS will be in writing. As these comments are incorporated in the documents, the Architect-Engineer shall carefully indicate the action taken. If incorporated, the word "done", "complied" or "not complied" will be written adjacent to the comment; if the comment is not acceptable to the Architect-Engineer, the Architect-Engineer shall note that the request is "not done or not complied because [insert reason]." The Architect-Engineer and DGS shall discuss within ten (10) days after each review, and agree to a mutually acceptable action. The final decision, in every instance, remains with DGS. If the Architect-Engineer cannot concur, the Architect-Engineer shall modify the work in accordance with DGS directive, then write to DGS that "the work has been done but not in accordance with his professional judgment because [insert reason]."

4.2. Consultations:

In addition to these required submissions, DGS is available for consultation during business hours with adequate notification at any time during the contract. This office urges understanding and agreement throughout the job by frequent consultation via telephone, email or in person.

4.3. Conferences:

The Architect-Engineer (A-E) shall furnish all information material necessary to coordinate the project with all agencies and with DGS. The Architect-Engineer or its authorized representative shall attend all meetings, arranged by other agencies or community groups or the Project Manager, to obtain the necessary approval of such agencies or groups. The A-E shall furnish all information, data and exhibits required for such meetings or reviews.

4.4. Small Scale Drawings:

The Architect-Engineer shall provide small scale drawings of existing floor plans for the new additions and existing buildings and the site along with the final submission of the contract drawings; along with proposed floor plans. Drawings will be 1" = 30' scale. Minimum sheet size is 18" X 24" at a readable/measurable scale; minimum of 1/8" -1'-0". Site plans will be drawn at a scale of 1" = 50'. The Architect/Engineer shall provide 2-4 sets of final permit-ready sets (hard copies or electronic format), as required by DCRA, and One (1) electronic PDF on a USB storage device, One (1)/AutoCAD file, and one (1) hard copy at 3/4" scale. Record square foot area on each floor plan as well as the square feet area on the site plan. Submit the reproducible originals and one (1) set of prints.

4.5. Submission Copies:

At each submission the Architect-Engineer shall submit blue line prints and loaded computer disk (s) (USB) in quantities as detailed hereunder unless modified in Scope of Work Attachment-A1:

<u>PHASE</u>	<u>DISK(S)</u>	<u>PRINTS</u>
Part I: Permit set Construction Documents	USB Storage Device	
I Schematic Design Phase		
a. Preliminary Evaluation and Design Phase	5 sets	3 hard copy sets (one full-size to scale 2 3/4" scaled sets Min. scale 1/8"=1'-0").
b. Schematic Design Phase	5 sets	3 hard copy sets (one full-size to scale 2 3/4" scaled sets Min. scale 1/8"=1'-0").
II Design Development Phase	5 sets	3 hard copy sets (one full-size to scale 2 3/4" scaled sets Min. scale

1/8"=1'-0".

III Construction Documents Phase	5 sets	3 hard copy sets (one full-size to scale 2 3/4" scaled sets Min. scale 1/8"=1'-0".
IV Compliance Phase	5 sets	3 hard copy sets (one full-size to scale 2 3/4" scaled sets Min. scale 1/8"=1'-0".
IV Compliance Phase All submissions as per DCRA compliance.	3 AutoCAD 2 PDF	3 HC Signed/Permit sets Full scale drawings. Format to be determined by Project Manager.

Part II: ADA Condition Assessment Reports

Specifications, Preliminary (SD Phase)	5 sets 2 PDF	3 hard copy
Specifications, Outline (DD Phase)	5 sets 2 PDF	3 hard copy sets
Specifications, Draft (CD Phase)	5 sets 2 PDF	3 hard copy
Specifications, Final (Compliance Phase)	5 sets 2 PDF	3 hard copy sets

4.6. Computerized Drafting:

All design drafting will be prepared utilizing Computerized Graphic Software as specified by the Project Manager. (See AttahA-1)

Part I**5. Preliminary Evaluation and Schematic Design Phase****5.1. Preliminary Evaluation and Schematic Design Phase:**

The purpose of this phase is to arrive at an approved design scheme that fully addresses the program requirements and other information furnished by the District, and that responds to applicable laws, codes and regulations pertaining to the use and location of the project. The work is divided into two phases: The Preliminary evaluation and Schematic Design Phase also incorporates Design Development. These phases will prepare sufficient information for the client to select an approach to the design, and to reach a documented understanding with the

Architect-Engineer regarding the requirements of the project. Further, consistent with the Preliminary Design, a complete Schematic Design, along with Design Development drawings will be prepared and presented for Client's written approval.

5.1.1. Preliminary Evaluation, Schematic Design and Design Development

The goal of this sub-phase is the evaluation of the program, District Standards utilized; Division One Standards/General Requirements (CSI Master Format) including environmental and building type considerations -- schedule, budget, and applicable laws, codes and regulations that pertain to the project. Informed by this evaluation, alternative approaches to design and construction will be explored, and a Project Requirements document prepared for sign-off by the Client.

5.1.1.1. The Architect-Engineer shall prepare a preliminary evaluation of the District's Standards, program, schedule, budget for the Cost of Work, site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect-Engineer shall promptly notify the DGS of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

5.1.1.2. The Architect-Engineer shall present its preliminary evaluation to the DGS and shall discuss with the DGS alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect-Engineer shall reach an understanding with the DGS regarding the requirements of the Project.

5.1.1.3. Based on the Project's requirements agreed upon with the DGS, the Architect-Engineer shall prepare and present for the DGS's approval a preliminary design illustrating the scale and relationship of the Project components.

5.1.1.4. The Architect-Engineer shall consider environmentally responsible design alternative, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the DGS's program, schedule and budget for the Cost of the Work. The Architect-Engineer shall prepare a written report discussing energy conservation measures and techniques to be employed consistent with the DGS's Standards or the Architect-Engineer's proposed variances from the DGS's Standards. Such written report shall include an analysis of the cost savings attributable to the incorporation of such measures and techniques.

5.1.1.5. Project Requirements Document:

5.1.1.5.1. A group of drawings and documents manifesting the Architect-Engineer's understanding of the client's requirements as defined in the documents and an assessment of the context (conditions, codes, and requirements) within those requirements must be met.

5.1.1.5.2. The drawing size will be variable on a reproducible medium as approved by the Project Manager. (See A-1)

5.1.1.6. Subject Matter:

5.1.1.6.1. Existing Condition report

5.1.1.6.1.1. Architect/Engineer to Review Condition Assessment Reports prepared by DGS/Swanke Hayden Connell Architects and critically review/verify existing conditions and assess the findings.

5.1.1.6.1.2. Architect/Engineer to conduct site visits to verify existing site information and data collection.

5.1.1.6.1.3. For the site, provide drawings that fully describe existing conditions and locations of existing utilities.

5.1.1.6.1.4. Provide digital and hard copy graphic documentation of existing site conditions, i.e., photos.

5.1.1.6.1.5. Identify areas that require additional investigation, e.g., geotechnical, structural defects, etc.

5.1.1.6.2. Site Survey (See Section 3.1.)

5.1.1.6.3. Hazardous Materials Report (See Section 3.2.)

5.1.1.6.4. MEP Assessment (where applicable)

5.1.1.6.4.1. Prepare detailed Mechanical, Electrical and Plumbing (MEP) Systems Assessments, including electrical capacity, plumbing capacity, lifecycle assessment and existing energy utilization (baseline) assessment. Develop acceptable Engineering strategies to be considered within the Design Phase.

5.1.1.6.5. Program. The programs for the facility may consist of the following:

5.1.1.6.5.1. Replace and/or upgrade mechanical, electrical and plumbing systems as needed to meet current International Building Code (IBC) and all applicable code requirements. Replace non-functioning and outdated equipment to improve the efficiency of the MEP systems. Determine lifecycle costs of existing and replacement MEP equipment.

- 5.1.1.6.5.2. Renovation of interior spaces will be in conjunction with MEP upgrades.
- 5.1.1.6.5.3. All proposed work to be designed to be maintained by the current staff and/or similar levels of capability.
- 5.1.1.6.5.4. Bring buildings into full ADA compliance, based on the value and extent of the work and the code requirements; District of Columbia Construction Codes Supplement 2013; as the District of Columbia Construction Codes International Building Code (IBC) 2012, International Residential Code (IRC) 2012, International Fuel Gas Code (IFGC) 2012, International Mechanical Code (IMC) 2012, International Plumbing Code (IPC) 2012, International Property Maintenance Code (IPMC) 2012, International Fire Code (IFC) 2012, International Energy Conservation Code (IECC) 2012, International Existing Building Code (IEBC) 2012, International Green Construction Code (IGCC) 2012, International Swimming Pool and Spa Code (ISPS) 2012, National Electric Code (NFPA-70) 2011, Current ADA/ADAAG, ANSI-ICC-A117.1-2009, 504 Rehabilitation Act of 1973, and Title 2 of the ADA Act and/or current regulations/codes/criteria. This provision will not be construed to increase program requirements. Design tactile signage, doors and door hardware and other items as may be required.

To address the program the Architect-Engineer shall:

- 5.1.1.6.5.5. Hold ‘Programming Meetings’ and conduct fact finding meetings with DGS, its Client Agency and other stakeholders as necessary, to clarify and define programmatic requirements. Use “block and stacking” technique to clarify programmatic relationships.
- 5.1.1.6.5.6. All developed solutions must not hinder existing facility programs that are to remain in place. The Architect-Engineer shall confirm that the programmatic and functional requirements of the facilities are met, and that any deficiencies are remedied by the scope of the program.

5.1.1.6.5.7. Provide Program Analyses, including defined programmatic requirements.

5.1.1.6.6. Code and Regulatory Requirements

5.1.1.6.6.1. Architect-Engineer will provide initial Code reviews and summaries. Architect-Engineer shall prepare a report listing all required submission set DCRA permitting criteria, and approval by applicable oversight agencies. Architect-Engineer shall update its schedule to reflect any time frame duration changes resulting from this review.

5.1.1.6.7. UFAS/ADAAG Compliance Report

5.1.1.6.7.1. Identify any aspects of the above work that may have impacts on UFAS/ADA/ADAAG/ADA, ANSI, 504 Rehabilitation Act of 1973, and Title 2 of the ADA Act: Compliance for the facility.

5.1.1.6.8. DC Green Building Act of 2006/LEED, 2012 International Green Construction Code.

5.1.1.6.8.1. Report what may be addressed/accomplished in this facility (LEED/Green Communities) based on requirements and standards included in the subject act.

5.1.1.6.9. Summary of Options

5.1.1.6.9.1. Taking the Existing Conditions and other Reports into consideration, prepare a summary of strategies or approaches to the developments that successfully address the programs and reconciles the above findings.

5.1.1.6.10. Permit Requirements:

5.1.1.6.10.1. Floor plan(s), two (2) elevations, or as needed to reflect all existing and /or proposed work, one (1) each longitudinal and transverse sections displaying dimensioned vertical tolerances along with floor, ceiling and roof components, details, diagrams, schedules, notes and site plan.

5.1.1.6.10.2. Drawing dimensions should be to the appropriate scale. Minimum scale will be 1/8" = 1'-0" for plans and elevation, 1/4" = 1'-0" for sections, and 1" = 50' for the site plan (s). North arrow and Building Identification Number (BIN) will be shown on all floor and site plan (s). The sheet size is variable, but must be adequate for a clear submission. Approval of sheet size and bin will be obtained from the Project Manager prior to start of design. (See A-1)

5.1.1.6.10.3. Notes and dimensions will be sufficient to enable the reviewer(s) to analyze the submission for conformance to the project requirement and to evaluate the quality of design. Include tentative elevations of finish grade and each floor. Incorporate submissions as required by DCRA criteria/ formats.

5.1.1.6.10.4. Material of construction will be identified in a general manner, i.e. masonry, concrete, curtain wall, steel, etc.

5.1.1.6.10.5. Required egress information:

5.1.1.6.10.5.1. Square footage of all interior spaces.

5.1.1.6.10.5.2. Square footage of all interior spaces as allotted per Scope of Work Attachment-A1.

5.1.1.6.10.5.3. Egress requirements showing calculated population, egress flow diagram, required exit units and area classification.

5.1.1.6.11. Reviews:

5.1.1.6.11.1. This submission will be made to DGS for review by the user, the Construction Division and the Project Manager. Others may review for program conformance.

5.1.1.6.11.2. More than one (1) submission may be required before acceptance.

5.1.1.6.12. Budget Review:

5.1.1.6.12.1. Review construction budget to ensure Project Scope is consistent with budget amount.

5.1.1.6.12.2. The Architect-Engineer is required to design within budget at every stage of design unless otherwise authorized. If the design is over the budgeted amount, the Architect-Engineer will redesign the submittal until the scope and budget differences are resolved to the satisfaction of DGS.

5.1.1.7. Deliverables:

5.1.1.7.1. Preliminary Evaluation

5.1.1.7.2. Preliminary/Schematic Design

5.1.1.7.3. Design Development

5.1.1.7.4. Construction Documents for Permit

5.1.1.7.5. Existing Conditions Report

5.1.1.7.6. Site Survey

5.1.1.7.7. Photo Documentation

5.1.1.7.8. Hazardous Material Report

5.1.1.7.9. MEP Assessment

5.1.1.7.10. Project Program

5.1.1.7.11. Code and Regulatory Report for ADA Compliance per location

5.1.1.7.12. DC Green Building Act/LEED Report

5.1.1.7.13. Summary of Options

5.1.1.7.14. Budget Review

5.1.1.7.15. Other items as required in the Scope of Work

5.1.1.7.16. (See A-1)

5.1.2. Preliminary Evaluation, Schematic Design and Design Development Phase:

The goal of this sub-phase is the preparation and approval of Schematic Design documents. These shall consist of architectural drawings, and 2D, 3D and digital modeling, as necessary, to fully describe a design that is consistent with the District's Program, and meets all issues raised in the Project Requirements document. It shall also include a schedule and a Cost Estimate for each location. The Schematic Design documents shall be submitted for the Client's written approval.

If required, the completed Schematic Design shall be submitted as the “Concept Design” submission for preliminary design review by oversight agencies such as DCRA, CFA, NCPC and Zoning/BZA.

5.1.2.1. Definition:

The Schematic Design Phase consists of drawings, description of materials, area tabulations and all other graphic representations necessary to convey the project’s concept. The Architect-Engineer will schedule a pre-design conference immediately after approval of the Preliminary Evaluation and Design Phase. The purpose is to establish both a mutual understanding of the project and a common acceptance of the proposed engineering system(s). In-depth discussion will require simple plans and will develop acceptable Engineering solutions to be included within the Construction Documents.

5.1.2.1.1. The Schematic drawings will be developed from the annotated Preliminary Evaluation and Design Phase drawings. These drawings will be accurate, sufficiently complete architecturally to enable an exhaustive check for conformance to the Scope of Work. All pertinent information must be included. These documents should confirm that all items identified in the Preliminary Report have been addressed, including but not limited to:

5.1.2.1.1.1. Existing Conditions (Site and MEP)

5.1.2.1.1.2. Site Survey

5.1.2.1.1.3. Hazardous Materials

5.1.2.1.1.4. MEP Assessment

5.1.2.1.1.5. Project Program

5.1.2.1.1.6. Code/ADA/ADAAG/ANSI/DC 2013 DC
Construction Codes, 504 Rehabilitation Act of 1973,
Title 2 of the ADA Act.

5.1.2.1.1.7. Green/LEED, including fully completed LEED
Checklist

5.1.2.1.1.8. Summary of Options

5.1.2.1.1.9. Budget Review

5.1.2.1.1.10. (See A-1)

5.1.2.1.2. The Architect-Engineer will schedule a pre-design conference immediately after approval of the Preliminary Evaluation

Schematic Design Phase. The purpose is to establish both a mutual understanding of the project and a common acceptance of the proposed engineering system(s). In-depth discussion will require simple plans and will develop acceptable Engineering solutions to be included within the Permit Set Construction Documents.

- 5.1.2.1.3. The Engineering drawings prepared in the Schematic Design Phase will include information and written comments that will be sufficiently complete to portray, on sheets for each discipline, the proposed engineering systems. The drawings for this phase may be prepared to a convenient and easily read scale.

5.1.2.2. Subject Matter:

- 5.1.2.2.1. Floor plan(s), four (4) elevations, one (1) each longitudinal and transverse sections, clearly demarcating building/site elements and components and site plan, includes vertical/horizontal dimensions.
- 5.1.2.2.2. Drawing dimensions should be to the appropriate scale. Minimum scale will be $1/8" = 1'-0"$ for floor plans and elevations, $1/4" = 1'-0"$ for section, $1/2" = 1'-0"$ for typical wall sections, and $1' = 50"$ for plot plan. North-arrow will be shown on all floor and site plans(s). The sheet size is 29" x 41" (unless modified in Scope of Work Attachment-A1), and must be legible, clear, and easily read. (See A-1)
- 5.1.2.2.3. Notes and dimensions will be adequate for the information required.
- 5.1.2.2.4. All rooms will be identified and sized by Square Foot (SF), typical furnishing and equipment to be named and location, elevations to be developed identifying façade to include fenestration types and openings, site development, overall dimensions, approximate floor and finish grade elevations.
- 5.1.2.2.5. A description of materials in which will be included the proposed engineering systems (structural, mechanical and electrical), materials of construction, and other information describing the project. This will include indicating intended locations and provisions for mechanical systems, meter rooms, duct chases, etc.
- 5.1.2.2.6. Provide on the drawings (within the confines of the area delineated), the seating capacity of assembly halls, auditoriums, gymnasiums and stadiums, plus any other spaces when identification of capacity is essential to the determination of compliance with the Code and Scope of Work.

5.1.2.2.7. The requirements of the current Building Code will be equaled or exceeded. For egress, show the calculated population, egress flow diagram (complex system), identify required, existing and the area classification. Also identify the type of occupancy, type of construction, fire safety requirements, etc.

5.1.2.2.7.1. Include ADA diagrams confirming code and ADA compliance, and any special provisions/ criteria and or regulations required.

5.1.2.2.8. LEED Assessment (See Scope of Work Attachment-A1, Section 3)

5.1.2.2.9. General Submission Requirements for All Projects: The Architect-Engineer must provide on each plan drawing, the gross square foot area of each plan or plans on the sheet. On the cover or index sheet, provide the gross square footage of the complete building project. The area of the site is to be expressed separately in terms of gross area.

5.1.2.2.9.1. The required information is applicable to each review submission and will be prominently called out and shown as follows:

5.1.2.2.9.1.1. When a single floor plan only is shown, the square footage is to be placed in proximity of the Title Block. If more than one floor plan is shown on a sheet, show square footage as a part of floor plan identification. For example: (2nd Floor Plan; Area = _____ square feet, etc.).

5.1.2.2.9.1.2. On the Cover or Index Sheet, the required information may be shown by "Key Plan" or schedule. The Architect-Engineer shall prepare, but need not submit, computations in support or aggregate figures unless requested.

5.1.2.3. Architectural:

5.1.2.3.1. The sheets will incorporate Preliminary Evaluation Analysis, Schematic Design and Design Phase comments and additional sheets as may be required for the Architect-Engineer to accomplish its work.

- 5.1.2.3.2. Topographic survey information, either official or taken by Architect-Engineer.
- 5.1.2.3.3. The computation developed to determine egress requirements.
- 5.1.2.3.4. Descriptive Specifications, not in detail, but that describe the project, its intent, and its systems and identifies key areas for consideration or that will require additional study.
- 5.1.2.3.5. Preliminary Cost Estimate representing the likely cost, possibly established on a per-system or per-square foot basis, of the Schematic design. This should accompany each Schematic Option for each location if there is more than one.

5.1.2.4. Structural:

- 5.1.2.4.1. Live and dead loads.
- 5.1.2.4.2. Proposed Structural system with the back-up information use to make the selection.
- 5.1.2.4.3. Foundation system based on sub-soil data.
- 5.1.2.4.4. The proposed structural system to be shown on the plans in a legible, simple manner.

5.1.2.5. Electrical:

- 5.1.2.5.1. Lighting level, based on Illumination Engineering Society (IES) standard, listing of security, fire alarm, telephone and data communication systems.
- 5.1.2.5.2. Luminaire types, in general.
- 5.1.2.5.3. Preliminary electrical load, selected voltage level to be applied.
- 5.1.2.5.4. The major components and services to be drawn on the plans in a legible, simple manner. Include room and approximate area requirements for control panels for each location.
- 5.1.2.5.5. Written analysis, when applicable, explaining the comparative advantages of one or more systems and the reasons for selection of the recommended system.
- 5.1.2.5.6. Prior to this meeting, the Architect/Engineer/Consultant shall have conferred with all utility organizations and have their comments regarding availability of service, their recommendation for type, etc.

5.1.2.6. Mechanical (HVAC):

- 5.1.2.6.1. Heat loss/heat gain load calculations (Block Load) for the building as a whole.
- 5.1.2.6.2. Draw on the plan in a legible and simple manner all rooms and spaces for the required equipment. Show the equipment layout to scale in it proper relationship.

5.1.2.7. Plumbing:

- 5.1.2.7.1. Draw in the plans in a legible and simple manner all rooms and spaces identifying all plumbing fixtures.
- 5.1.2.7.2. Prior to the pre-design meeting the consultant shall have conferred with all utility organizations and have their comments regarding availability of service, their recommendations for type, etc.

5.1.2.8. Specifications:

- 5.1.2.8.1. Outline Specifications including all of the likely relevant current Master Format Specifications, CSI Division 1 sections, with basic scope identified (e.g. CSI Section 8: Windows shall include replacement 'monumental' metal windows for all existing exterior walls, and new 'residential' wood windows for the North wing extension. Windows surrounding the main entry shall be repaired and restored.)

5.1.2.9. Reviews:

- 5.1.2.9.1. The review submission(s) will be delivered to DGS for review by the user and the Project Manager/COTR. Others may review for aesthetics, orientation and placement.
- 5.1.2.9.2. If the project is to be submitted to either the US Commission of Fine Arts (CFA), the Historic Preservation Review Board (HPRB), the National Capital Planning Commission (NCPC) or the Community, the Architect-Engineer shall prepare a set of plans for a formal presentation by mounting on board stock (board mounting not required for NCPC), by shading, by crisp black lines and bold, clear lettering. The submissions may be reviewed by Commission members from a distance of ten to twelve feet; hence prepare this submission accordingly. At the option of the Architect-Engineer, a rendering may be prepared for submission to CFA; if the work is accepted and the rendering remains correct, it may be used as the one for which DGS has contracted. A model is optional except as specified in Scope of Work Attachment-A1. If the Architect-Engineer has prepared a study model for office use, it may be submitted in both Commissions' scheduled monthly meetings.

The dates for these meetings may be obtained from the Project Manager.

- 5.1.2.9.3. If the submission is rejected by DGS, the Architect-Engineer may revise and resubmit promptly; if CFA or NCPC rejects the submission, the earliest resubmission time is one (1) month. It is incumbent upon the Architect-Engineer to carefully and completely prepare the submission.
- 5.1.2.9.4. It is entirely the Architect-Engineer's responsibility to prepare a design acceptable to all authorized review agencies.
- 5.1.2.9.5. The Architect-Engineer is required to design within budget at every stage of design unless otherwise authorized. If the design is over the budgeted amount, the Architect-Engineer will redesign the submittal until the scope and budget differences are resolved to the satisfaction of DGS.
- 5.1.2.9.6. Acceptance of this submission by the authorized review agencies establishes the aesthetics and the configuration of the project. Only minor refinements of these items will be permitted thereafter. However, interior spaces and operating systems continue to be subjected to intensive review and adjustment.

5.1.2.10. Deliverables:

- 5.1.2.10.1. Preliminary Evaluation Analysis, Schematic Design and Design Development Drawings
- 5.1.2.10.2. Area Tabulations
- 5.1.2.10.3. LEED Assessment
- 5.1.2.10.4. Preliminary Cost Estimate for each location
- 5.1.2.10.5. Structural loads and systems
- 5.1.2.10.6. Electrical loads and written analysis as needed
- 5.1.2.10.7. Heat loss/gain load and written analysis as needed
- 5.1.2.10.8. Descriptive Specifications for each location
- 5.1.2.10.9. Special Reports as required (e.g., Commission of Fine Arts)
- 5.1.2.10.10. Other items as required in the Scope of Work

5.2. Design Development Phase:

The purpose of this phase is to develop the design approved in the Schematic Design phase, and complete all design-related decisions – esthetic or technical – for the Client's approval. The Design Development Phase is incorporated in the Preliminary Evaluation and Schematic Design Phase. During this phase, the AE shall illustrate and describe the developed design and its systems, and prepare architectural drawings and other documents required to fix and describe the size and character of the Project, with outline specifications that identify major materials and systems, and establish their quality levels. All studies and technical models necessary to fully develop the environmental design aspects of the project, and an updated cost

estimate for each location shall be completed during Design Development as well. The Design Development documents shall be submitted for the Client's written approval.

5.2.1. Definition:

The Design Development Phase consists of basic plans, elevations, sections and details with computation and analyses of all disciplines required for the project.

5.2.2. Subject Matter:

5.2.2.1. Typical submissions for the review of the Design Development phase will include the following suggested features. The plans and specifications will include all information necessary to enable a valid judgment of the final design as developed by the Architect-Engineer.

5.2.2.2. Existing Conditions Plan showing locations of previously demolished structures, structures to be demolished by others and any other changes that are expected to occur on the site between the time the topo survey is made and the time the site is released to the Contractor for its construction operations. Information shown on this drawing will include, but not necessarily be limited to, the following: (i) outline of proposed structures; (ii) locations of demolished structures and rubble fills in basements, areaways, vaults, etc.; (iii) locations of all structures, wall, walks, curbs, trees, paved areas, etc., remaining on the site; (iv) a complete scope and clear definition of all site work to be performed by the contractor related to existing conditions that involve demolition and removal of existing structures, retaining walls, areaways, vaults, walks, footings, basement slabs, paving, etc., removal of rubble and other fills, removal of trees, etc. Existing conditions plan will show relationship of existing conditions to new construction in both horizontal and vertical planes of reference.

5.2.2.3. Site Plan at a measurable scale not less than 1 " = 20'-0" showing and/or including location and dimensions of: (i) proposed building(s); (ii) existing proposed sidewalks, street, exterior utilities, property lines, paved areas, play areas, service and parking areas; (iii) existing streets or alleys to be closed; (iv) total square feet; (v) extent of contract lines, and (vi) Building identification number (to be furnished by DGS), include street address, lot and square feet numbers (for all projects).

5.2.2.4. Reflected ceiling plans – structural members both heads, horizontal and vertical, luminaries, HVAC registers, sprinkler heads, electronic devices, all other exposed items, and ceiling material layout. Wherever, in the ceiling space, ducts, conduits, beams, etc. indicate possible acute congestion, a vertical section will be included establishing adequate clearances.

5.2.2.5. Elevations – fully completed indicating materials, fenestration, and finish grade, vertical dimensions; along with floor, ceiling and roof components, etc...

5.2.2.6. Sections – identification, longitudinal and transverse sections, all wall sections, stair sections, vertical transportation sections, and all other sections, as needed. Includes all wall floor and ceiling components as well as, vertical/horizontal dimensions.

5.2.2.7. Details – door and window, materials, equipment, all other as needed.

5.2.2.8. Schedule – completed.

5.2.3. Architectural:

5.2.3.1. All floor plan(s)

5.2.3.2. sufficiently complete for exterior building dimensions, clearances and interior dimensions of all major partitions; floor elevations; all windows, openings, door and door swing; other items in keeping with this degree of completion.

5.2.3.3. Site plans sufficiently complete for location of improvements showing the existing topography, setbacks, point elevations for finish grade in the vicinity of the improvements, location of all existing utilities and clearly identifying each with its capacity, other items in keeping with this degree of completion.

5.2.3.4. All elevations sufficiently complete to show all prominent features of the building; i.e., doors, windows, steps, roofs, projections, walls, eaves; other items in keeping with this degree of completion.

5.2.3.5. Sections sufficiently complete to show foundation support, foundation, exterior walls, interior floors, roof, etc.; dimensions vertically and all walls and partitions horizontally; sections to be shown are longitudinal, transverse, others of all major elements, stairs outlined; other items in keeping with this degrees of completion.

5.2.3.6. Architect-Engineer's selection of details to be sufficiently complete in keeping with this degree of completion.

5.2.3.7. Room finish schedule identifying basic materials; floors, walls, ceilings, doors, hardware, electrical, mechanical, plumbing, etc...

5.2.4. Structural:

5.2.4.1. All floor plans, foundations plan and roof plan sufficiently complete for all major structural components to be dimensioned and sized; other items in keeping with this degree of completion.

5.2.4.2. Soil boring plan and log; both complete.

5.2.4.3. Sections sufficiently complete to show foundation support, foundation, walls, columns, beams, girders, joists, floors, roof; all typical and major atypical conditions; other items in keeping with this degree of completion.

5.2.4.4. Schedules completed and coordinated for all typical and major atypical elements.

5.2.4.5. Complete and coordinate computations for all typical and major atypical members.

5.2.5. Electrical:

5.2.5.1. All floor plans with luminaries, convenience outlets, power outlets, and all other electronic communication, and all attendant systems that are to be provided.

5.2.5.2. Required equipment rooms to be shown with location of major components and services; service equipment, panel-boards, motor starter centers, substations, switchboards, transformers.

5.2.5.3. Computerized computations for correct lighting levels; lighting levels tabulated for the various spaces; total estimated power requirements; calculations indicating selection of voltage; other items in keeping with this degree of completion.

5.2.6. Mechanical (HVAC):

5.2.6.1. All floor plans showing heating and cooling equipment to scale; all other equipment previously named will be drawn to scale.

5.2.6.2. Computerized computations for each room, area and zone, with design factors and assumptions. Provide all reference for data used.

5.2.6.3. Other items in keeping with this degree of completion.

5.2.7. Plumbing:

5.2.7.1. All floor plans showing the plumbing equipment to scale.

5.2.7.2. Computations for determining equipment and piping sizes.

5.2.7.3. Other items in keeping with this degree of completion.

5.2.8. Color Charts:

Color charts will be submitted as follows:

- 5.2.8.1. Color charts will be prepared and submitted with Color Design Section of specifications.
- 5.2.8.2. Individual boards will be approximately 12" x 15". Display an actual sample whenever practicable of each color specified for every material used. Number of display boards will depend on site and quantity of samples.
- 5.2.8.3. Miniature samples should be used if possible. Lithographs generally are not acceptable. For ceramic floor tiles, use sufficient individual tiles to show pattern.
- 5.2.8.4. Paper reproductions of items such as metal partitions, steel equipment, laminated plastics, porcelain enamels, and similar facsimiles which appear to be actual finishes specified are acceptable.
- 5.2.8.5. Where large and/or heavy samples (e.g. brick, cast stones, etc.) are required, it is not necessary to mount these on display boards, however, they must be properly identified with project name and number, D.C. Color Code and manufacturer's identification.

5.2.9. Computerized Design Analyses:**5.2.9.1. Computer Software:**

Software to be used for HVAC Design Analysis will be either Carrier Co.'s "E-20" or Trane Co.'s "Trace" program or other approved. For Plumbing Design Analysis, use Elite software or other approved. Approval must be obtained from DGS prior start of Design analyses.

5.2.10. Preliminary Draft Specifications:

The Architect-Engineer shall prepare and submit outline specifications using the current CSI MasterFormat, giving principal characteristics of construction materials and finishes to be used in each principal area and for each feature of construction, together with types and capacities of equipment. Specifications may be included on each drawing to which they are pertinent, or they may be prepared on letter size sheets and properly keyed for identification with areas to which they are pertinent as illustrated on the drawings.

- 5.2.10.1. For all projects involving repairs, restoration, alterations or additions, and/or unless otherwise stipulated in the Scope of Work, or subject construction documents, it is the requirement that all walls, ceilings and floor finishes will "MATCH EXISTING" with respect to color, texture, quality of material and all architectural details contained within and utilized in a space or area. This requirement will also apply to contiguous areas and spaces when visual continuity and aesthetic consideration dictate a "MATCH OF EXISTING".
- 5.2.10.2. The requirement set forth above will also apply to all types of fixtures, trim, sash, doors, cabinetry, and hardware, unless same will no longer be

manufactured or meet code requirements. In this event, it will be incumbent upon the Architect-Engineer to call out and present alternate solutions with cost estimates to the Director of DGS, or the authorized representative, for consideration.

- 5.2.10.3. Historic facilities listed in the Federal and/or District Register are subject to the constraints of Public Law as pertains to HISTORIC PRESERVATION. Projects in this category will receive special consideration and are subject to special reviews and approval by Agencies and Commissions established for this purpose such as the Historic Preservation Review Board (HPRB). Consult with the Project Manager for details.
- 5.2.10.4. Reference is made to sections 4.3. "Construction Documents Phase" and 4.4. "Compliance Submission Phase". The Architect-Engineer, in preparing these documents, will make sure that the intent and specific features and requirements called-out in the "Approved Outline Specifications" are properly and fully translated into these documents. No significant deviation will be permitted unless prior approval has been granted by the DGS.
- 5.2.10.5. Responsibility of the Architect-Engineer is stipulated in Section 4 of the General Provisions, Attachment-B. The Architect-Engineer is cautioned that notwithstanding its receipt of documents from the Project Manager such as "Original Bid Documents", "As-Built", etc., the Architect-Engineer will be held fully responsible to make a comprehensive site investigation to confirm and/or determine actual EXISTING CONDITIONS in every significant detail. The importance of this effort cannot be overemphasized where the design objective is to "MATCH THE EXISTING" and avoid conflict of new work with the existing.

5.2.11. Rendering:

The Architect-Engineer shall submit one (1) perspective rendering in color, when required by Scope of Work Attachment-A1. Rendering will be of professional quality and will be furnished matted, suitably framed, protected with non-glare glass, and ready for 'hang' mounting. Additionally, the Architect-Engineer shall be guided by the following:

- 5.2.11.1. Preliminary Sketch Submission: A preliminary sketch of the proposed rendering will be submitted for DGS review and approval with respect to items prior to proceeding for finalization. Size: The rendering will be appropriate for the scale of the building portrayed and as may otherwise be dictated by good practice and pleasing proportions. Generally, any overall dimensions (including frame) in excess of approximately 30" x 40" will not be considered necessary.
- 5.2.11.2. Perspective Viewpoint: It may be either eye-level or bird's-eye view taken from a point which will best shows the scope and aesthetic quality of the project, as it relates to ADA Compliance or other relevant issues. At least

one full principal façade must be shown. Foregrounds for purposes of relating to scale, may show persons, landscaping, vehicles, equipment, etc., provided they do not obscure important architectural elements or otherwise invite attention away from the primary purpose of the rendering which is the delineation of the architectural quality of the building. Shade and shadows will be used to emphasize architectural and other features as appropriate.

5.2.11.3. Medium: Renderings will be computer generated unless otherwise specified.

5.2.11.4. Project Title and Credits: The title of the project (not project number) will be appropriately placed on the lower portion of the matted area along with name of the Architect-Engineer of record. If the project has, or is to have, a “dedicated” name, use same for the title. The delineator may Sign and date his work in a discreet manner directly on the rendering.

5.2.12. Construction Cost Estimate:

5.2.12.1. The estimating procedure will be in accordance with current CSI Division 1 (Construction Specifications Institute) MasterFormat standards. In preparing the estimate at this stage, it is recognized that many items will not have been ascertained to a point where a quantity survey is possible. Nevertheless, a number of the general construction features will have been selected which will permit an itemization of basic quantities under the major branches of work, such as: general excavation, concrete, masonry, etc. In those instances where insufficient information has been developed to determine specific quantities, systems, fixtures, or equipment, an appropriate allowance may be indicated. For each allowance, an explanation of its development will be included. This preliminary estimate will show separately (a) the cost of each new building or addition, (b) the work in existing buildings, and (c) costs of all work outside the buildings. The estimate will be broken down to show the cost analyses or allowances (noted as such) based on these units. As example: building construction cost will be shown separately from mechanical and equipment costs and these will be separated into the various trades and types in the summary sheets to the degree practical at this stage of development. Similarly, outside work will show components of grading, roads and sidewalks, landscaping, sanitary and electrical services, etc. Computer software such as “Means” or other approved software will be used in developing construction cost estimates.

5.2.13. Reviews:

5.2.13.1. This review submission will be delivered to DGS for review by the user, Capitol Construction Division/DGS/Client and other agencies that have a required input.

5.2.13.2. This scheduled review submission must be complete to the degree described. If any discipline is not completed thus. the entire submission will be returned.

It is the Architect-Engineer's responsibility to ascertain that all work is done to this level, qualitatively and quantitatively, prior to making a submission. The Department of General Services will usually decide the adequacy of a submission by the working day from the date submission is made.

5.2.13.3. The Architect-Engineer is required to design within budget at every stage of design unless otherwise authorized. If the design is over the budgeted amount, the Architect-Engineer will redesign the submittal until the scope and budget differences are resolved to the satisfaction of DGS.

5.2.13.4. Acceptance of this submission by the authorized review agencies establishes the project's structural, mechanical, electrical, HVAC, plumbing and other systems as required. Additionally, site, landscaping, architectural, structural, mechanical, plumbing and electrical plans; sections; elevations; typical construction details; and exterior and interior materials and finishes are defined to fix and describe the size and character of the Project as may be appropriate. The budget estimate is now based on comprehensive design and systems. Outline specifications are provided to establish in general their quality levels.

5.2.14. Deliverables:

5.2.14.1. Design Development Drawings (including all technical sections described above)

5.2.14.2. Baseline Energy Study Update

5.2.14.3. Color Charts

5.2.14.4. Computerized Design Analysis

5.2.14.5. Preliminary Draft Specifications

5.2.14.6. Rendering as required by Scope of Work

5.2.14.7. Construction Cost Estimate

5.2.14.8. Other items as required in the Scope of Work

5.3. Permit Set Construction Documents Phase:

The purpose of this phase is to prepare the Construction Documents for the District's DGS and DCRA Approval. The Construction Documents shall illustrate and describe the complete development of the approved Design Development Documents and shall consist of a complete set Permit of approved and stamped drawings and Final Specifications setting forth in detail the quality levels of materials and systems, and other requirements for the construction of the work. A detailed Cost Estimate of the work will be prepared. The Construction Documents and the Cost Estimate shall be submitted for the Client's written authorization before

permitting. Upon receipt of that authorization, the AE shall submit to appropriate governmental authorities having jurisdiction over the Project, and acquire their permit(s). Further, the AE shall provide the permitted sets and specifications to the District, which will prepare the documents for bidding.

5.3.1. Definition:

- 5.3.1.1. This review will be at the completion of the construction documents and known as Construction Documents Phase. This is the development of the documents that constitute the Contract for Construction. Included for this review will be complete plans, specifications in draft form, final estimate, and final detail computations and represents approved document(s) for design development to be used for permitting, bidding and construction. This submission requires that the plans be complete and ready for issue to bidders including the specifications.
- 5.3.1.2. Notes and dimensions will be adequate for the information required.
- 5.3.1.3. The Architect-Engineer is required to design within budget at every stage of design unless otherwise authorized. If the design is over the budgeted amount, the Architect-Engineer will redesign the submittal until the scope and budget differences are resolved to the satisfaction of the Client and DGS.
- 5.3.1.4. Drawings will be complete and prepared using Computerized Graphic Software as specified by the Project Manager as specified in the Scope of Work Attachment-A1.
- 5.3.1.5. The plans will be printed as follows:
 - 5.3.1.5.1. Size 29" x 41" trim line unless stipulated otherwise in Scope of Work Attachment-A1, inside border 1-½" on binding edge, ½" on other edges.
 - 5.3.1.5.2. Optimum readability is a requirement at full size reproduction.
 - 5.3.1.5.3. A graphic scale will be shown on each drawing for each scale used.
 - 5.3.1.5.4. The quality and spacing of lines on the drawings must be carefully controlled. Clear space between parallel lines should always be of greater width than the adjoining lines.
 - 5.3.1.5.5. All lettering will be vertical capitals with an open quality and will be not less than 1/8" high.
 - 5.3.1.5.6. Material symbols must be bold and not dense.

- 5.3.1.5.7. Do not use any kind of half tone or opaque shading or hatch except solid black on the face of the drawings where applicable for small or thin sections. Include notes which clearly explain hatch tone designations.
- 5.3.1.5.8. Drawings will be of the best quality for possible scanning reproduction.
- 5.3.1.5.9. The format and wording of the title block to be used on the drawings will be approved by DGS/Project Manager/COTR before proceeding with printing of blank reproducible sheets.
- 5.3.1.6. Specifications will follow AIA, ARCON MasterSpec (Latest Version) to be used as a guide; substitutions, deletions, appended and corrected by the Architect-Engineer. DGS will review and note the comments with required changes prior to its return to the Architect-Engineer for approval.

5.3.2. Subject Matter:

The minimum work accomplished for the review will have progressed to the levels hereinafter described:

- 5.3.2.1. Site
- 5.3.2.2. Topographical Survey of site (section 3.1.2.).
- 5.3.2.3. Existing Conditions Plan showing locations of previously demolished structures, structures to be demolished by others and any other changes that are expected to occur on the site between the time the topo survey is made and the time the site is released to the Contractor for its construction operations. Information shown on this drawing will include, but not necessarily be limited to, the following: (i) outline of proposed structures; (ii) locations of demolished structures and rubble fills in basements, areaways, vaults, etc.; (iii) locations of all structures, wall, walks, curbs, trees, paved areas, etc., remaining on the site; (iv) a complete scope and clear definition of all site work to be performed by the contractor related to existing conditions that involve demolition and removal of existing structures, retaining walls, areaways, vaults, walks, footings, basement slabs, paving, etc., removal of rubble and other fills, removal of trees, etc. Existing conditions plan will show relationship of existing conditions to new construction in both horizontal and vertical planes of reference.
- 5.3.2.4. Site Plan at a scale not less than 1 " = 20'-0" showing and/or including location and dimensions of: (i) proposed building(s); (ii) existing proposed sidewalks, street, exterior utilities, property lines, paved areas, play areas, service and parking areas; (iii) existing streets or alleys to be closed; (iv) total square feet; (v) extent of contract lines, and (vi) Building identification

number (to be furnished by DGS), include street address, lot and square feet numbers (for all projects).

- 5.3.2.5. Sub-soil information drawing (see Section 3.1.3.)
- 5.3.2.6. Landscape Plan at a scale not less than 1"= 20'-0", identifying plant material and location of same and including a list of materials.
- 5.3.2.7. Architectural: (min. scale 1/8"=1'-0") at appropriate scales to adequately describe the work.
- 5.3.2.8. Floor plans – dimensioned, completely referenced partitions and fixed equipment located, doors and windows, egress location and identification of sections, details, and other pertinent data.
- 5.3.2.9. Reflected ceiling plans – structural members both heads, horizontal and vertical, luminaries, HVAC registers, sprinkler heads, electronic devices, all other exposed items, and ceiling material layout. Wherever, in the ceiling space, ducts, conduits, beams, etc. indicate possible acute congestion, a vertical section will be included establishing adequate clearances.
- 5.3.2.10. Elevations – fully completed indicating materials, fenestration, finish grade, etc.
- 5.3.2.11. Sections – identification, longitudinal and transverse sections, all wall sections, stair sections, vertical transportation sections, and all other sections, as needed. Includes all floor, wall and ceiling components and vertical/horizontal dimensions.
- 5.3.2.12. Details – door and window, all other as needed.
- 5.3.2.13. Schedule – completed.
- 5.3.2.14. All other – fully complete in keeping with the spirit and intent of the plans.
- 5.3.2.15. Marked-up plans, computations, notes and a copy of the DGS review comments (with annotated action taken by A-E) from the previous submission.

5.3.3. Civil:

- 5.3.3.1. Plans - existing, removal, finish, all completes. Particularly the location and identification of all utility lines both existing and new. This information will be shown on the site plans.
- 5.3.3.2. A copy of DGS reviews comments on the previous submission.

5.3.4. Structural:

- 5.3.4.1. Floor Plans, foundation plan, roof plan – dimensioned, all structural members and/or system(s), location and identification of section(s) and details, and other pertinent data.
- 5.3.4.2. Sections – identification, longitudinal and transverse sections, wall sections, stair sections foundation and foundation support sections, and all other major sections, displaying all relevant components along with vertical/horizontal dimensions.
- 5.3.4.3. Details – all details as needed.
- 5.3.4.4. Schedules – completed.
- 5.3.4.5. Computerized Analysis – all computations including corrections necessitated at original submission review and changes made as the work progressed, as well as located on computer disk(s) with label(s) to show project No., project title and date.
- 5.3.4.6. Review comments (with annotated action taken by Architect-Engineer) on the previous submission.
- 5.3.4.7. All other: completed as needed.

5.3.5. Electrical:

- 5.3.5.1. Floor plans, ceiling and roof plans - locations of luminaries, switches, wiring panels, switch gear and electrical room, service entrance, transformers, etc. All systems will be shown fully complete.
- 5.3.5.2. Riser diagrams – all systems.
- 5.3.5.3. Schedules – panels, fixtures, switchboard, etc.
- 5.3.5.4. Computerized Analysis – complete lighting and final power load calculations including PEPCO information regarding available short circuit current and maximum permissible inrush current for all relevant ADA equipment; elevators, lifts, etc...
- 5.3.5.5. All other – communications, security alarm, etc.
- 5.3.5.6. Manufacturer's catalogue cuts of power equipment, wiring devices and lighting fixtures.
- 5.3.5.7. Marked-up plans, computations, notes and a copy of DGS review comments (with annotated action take by A-E) from the previous submission.

5.3.5.8. Miscellaneous utilities information from suppliers.

5.3.6. Mechanical HVAC:

5.3.6.1. Floor plans, roof plan – all HVAC units, registers, louvers, controls, piping, ductwork and their sizes etc.

5.3.6.2. Risers, control diagrams and description, all mechanical notes and details.

5.3.6.3. Complete computerized Analysis for each room – heat loss, heat gain, ventilation, and total building load with air supply/return and outside air.

5.3.6.4. Equipment schedules, catalogue cuts.

5.3.6.5. Marked-up plans, computations, notes and copy of DGS review comments (with annotated action taken by A-E) from the previous submission.

5.3.7. Plumbing:

5.3.7.1. Floor plans, roof plan with vent, equipment locations and roof drains, all fixtures, hot and cold water with distribution, recirculation and waste piping, vents, drains, sprinkler system pumps, etc.

5.3.7.2. All riser diagram(s) to include water, sanitary, gas, sprinkler system, projection (option).

5.3.7.3. Schedules – completed and catalogue cuts.

5.3.7.4. Toilet and equipment room layouts at 1/4" scale, minimum and elevations at an appropriate measurable scale.

5.3.7.5. Computerized load analyses and sizing calculations.

5.3.7.6. Marked-up plans, computations, notes and a copy of DGS review comments (with annotated action taken by A-E) from the previous submission.

5.3.8. 50% Specifications:

The Architect-Engineer shall be required to submit full Draft Specifications at the 50% Construction Document Phase. And provide Division One standards utilized by DGS for review and project specification which may require coordination and modifications as per the Project Manager/COTR.

The Architect-Engineer shall prepare and submit one (1) copy of the architectural, structural, mechanical, plumbing and electrical specifications for review and comment. Preparation of specifications will be accomplished by marking-up a copy of the latest version of the AIA ARCOM MASTERSPEC Specifications (as a guide) in accordance with the requirements set forth below, and with the addition of double spaced typed

inserts and pages, bound in loose leaf folders, as well as loaded on computer disk (or CD) properly labeled with Project No., Project Title and date.

- 5.3.8.1. The Architect-Engineer shall procure latest version of AIA ARCOM MASTERSPEC Specification and use it as a guide. The Architect-Engineer shall modify the AIA ARCOM MASTERSPEC Specification as may be needed to meet the project requirement. Items appearing therein, which are not included in the project, will be omitted. New paragraphs and sections will be developed as required and will conform to the standard format, using section numbers format of the MASTERSPEC. Includes one (1) electronic copy and one (1) hard copy.
- 5.3.8.2. Proprietary materials and systems will not be indicated or specified without prior written approval of the Director, Department of General Services or the Director's authorized representative.
- 5.3.8.3. The use of trade and manufacturer's names to describe a product, material, fixture or type of construction will be avoided. If and when it becomes necessary to make such a reference, the specifications will state that the reference is made to establish a standard of quality and performance only, and not for the purpose of limiting competition.
- 5.3.8.4. Specifications for materials, equipment and fixtures will be written in terms of physical characteristics, chemical composition tests, performance, or any combination of these as may be applicable.
- 5.3.8.5. Specify only such articles, materials, and supplies as have been manufactured in the United States substantially from articles, materials, or supplies mined, produced, or manufactured (as the case may be) in the United States. This provision will not apply to such articles, materials, or supplies of the class or kind to be used or such articles, material, or supplies from which they are manufactured, as are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or to such articles, materials, or supplies as may be expected under the provisions of Title-III, Section 3, of the Act approved March 3, 1933, 47 Stat. 1520 (U.S. Code, Title 41, Sec. 10b), as amended.
- 5.3.8.6. Three (3) copies of all manufacturers' catalogs, specifications or similar materials referred to in the specifications and/or plans will be submitted when requested by DGS. One (1) electronic and two (2) hard copies.

5.3.9. Final Specifications:

The Architect-Engineer shall submit Final Specifications at the end of the Construction Document Phase. Final Specifications will reflect all DGS comments from the 50% Specification review and any missing elements not included in the 50% Specifications.

The Architect-Engineer shall prepare and submit two (2) copies of the complete specifications for review and comment. Preparation of specifications will be accomplished by marking-up a copy of the latest version of the AIA ARCOM MASTERSPEC Specifications (as a guide) in accordance with the requirements set forth above in the 50% submission, and with the addition of double spaced typed inserts and pages, bound in loose leaf folders, as well as loaded on computer disk (or CD) properly labeled with Project No., Project Title and date. Final Specifications shall include Three (3) copies of all manufacturers' catalogs, specifications or similar materials referred to in the specifications and/or plans will be submitted when requested by DGS. One (1) electronic and two (2) hard copies.

5.3.10. Miscellaneous:

5.3.10.1. Elevators, escalators, dumb-waiters, pneumatic tube, waste and other transportation systems.

5.3.10.2. Special equipment - swimming pools, food services, etc.

5.3.10.3. Trash and disposal equipment.

5.3.11. Construction Cost Estimates:

5.3.11.1. The cost will be based on an accurate detailed quantity survey of both labor and material. Any approved standard estimating procedure will be acceptable provided that the conclusions are presented in the order and detail shown on the CSI MasterFormat. Lump sums or allowances for major items of the estimates will not be used. However, quantity surveys that could be used to order materials, while desirable from a cost control viewpoint, are not necessary. For example concrete formwork may be priced on the basis of square area for slabs, walls, beams, etc., rather than the actual quantity of lumber or metal formwork required. Plumbing take-offs will show the linear feet of various pipe sizes, but need not itemize fittings. Fittings may be calculated as a percentage allowance. The same procedure may be used for fittings on ductwork and electric conduit where appropriate.

5.3.11.2. Bidding Alternates are to be indicated on the Recapitulation Form by adding an additional column or columns and adjusting the appropriate items.

5.3.11.3. Explanation of Terms on Recapitulation Form:

Gross Building Area: The gross square foot areas will include all spaces (including all openings in floors) measured to the exterior surfaces of the enclosing walls for all floors, basements, balconies, mezzanines, usable attics, service and equipment rooms, penthouse(s), enclosed passages, and tunnels. The total will include ½ the gross area for pitched roof space (not usable attic), roof

enclosures, cornices, areaways, pipe spaces, crawl spaces, covered areas, such as open play areas under buildings, and all other unfinished excavated spaces. The item 1.0 "General Expenses" on the Recapitulation Form: These are the costs experienced by the General Contractor, which are not covered in the other items enumerated on the Recapitulation Form.

5.3.11.4. The computation copy will be sharp and legible.

5.3.12. Reviews:

5.3.12.1. This review submission will be delivered to DGS for review by the user, Capitol Construction Division/DGS/Client and other agencies that have a required input.

5.3.12.2. This scheduled review submission must be complete to the degree described. If any discipline is not completed thus. The entire submission will be returned. It is the Architect-Engineer's responsibility to ascertain that all work is done to this level, qualitatively and quantitatively, prior to making a submission. The Department of General Services will usually decide the adequacy of a submission by the working day from the date submission is made.

5.3.12.3. The Architect-Engineer is required to design within budget at every stage of design unless otherwise authorized. If the design is over the budgeted amount, the Architect-Engineer will redesign the submittal until the scope and budget differences are resolved to the satisfaction of DGS.

5.3.12.4. Acceptance of this submission by the authorized review agencies establishes the project's further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Architect-Engineer shall also incorporate into the Construction Documents the design requirements of government authorities having jurisdiction over the Project. Any adjustments to the budget estimate shall be reviewed and resolved. Submissions shall include signed and dated signatures from all parties.

5.3.13. Deliverables:

5.3.13.1. Construction Document Drawings representing approved Design Development to be used for Permitting, Bidding and Construction purposes.

5.3.13.2. Topographic survey

5.3.13.3. Architectural - marked-up DGS review comments from previous submission

5.3.13.4. Civil –marked-up DGS review comments from previous submission

5.3.13.5. Structural computerized analyses and marked-up DGS review comments from previous submission

5.3.13.6. Electrical computerized analyses, catalogue cuts and marked-up DGS review comments from previous submission

5.3.13.7. Mechanical computerized analyses, equipment schedules, catalogue cuts and marked-up DGS review comments from previous submission

5.3.13.8. Plumbing computerized load analyses, sizing calculations and marked-up DGS review comments from previous submission

5.3.13.9. 50% Specifications

5.3.13.10. Final Specifications

5.3.13.11. Miscellaneous Reports (elevators, transportation, etc.)

5.3.13.12. Construction Cost Estimate for each location

5.3.13.13. Other items as required in the Scope of Work

5.4. **Compliance Phase:**

5.4.1. **Definition:**

5.4.1.1. The Compliance Phase will consist of all approved , fully completed permit set documents, signed and ready to print.

5.4.1.2. The plans will be in accordance as approved by the Project Manager/COTR prior to start of design, as well as accompanied by USB storage device loaded with the entire design work and with proper labels. The labels will identify project number(s), project title and date as well as agreement number.

5.4.2. **Technical Specifications:**

In accordance with the approved Draft, the Final Specifications will be prepared for reproduction by Photocopy. The electronic word processing file will be formatted for printing on sheets of 8-1/2" x 11" bond paper with margin for side binding, Times New Roman font type and black imprint. The Architect-Engineer shall submit in electronic format unless otherwise specified by the Project Manager. Wherever in the specification an item is designated to be installed or performed "where indicated" or "as shown on the drawings" or words of like import, it will be the responsibility of the Architect-Engineer to check such drawings and determine if such requirement is in fact shown and/or indicated with sufficient clarity so as to preclude the possibility of disagreement as to contract requirement during the actual construction of the facility as designed.

5.4.3. Design Analysis:

The Architect-Engineer shall submit one two (2) copies of all final corrected design analyses, complete in every respect and one (1) set of electronic files with the entire Design Analysis. The electronic files will be labeled as indicated for previous submission. One (1) hard copy at a minimum sheet size of 11" X 17" at a readable scale for content.

5.4.4. Photographs:

The Architect-Engineer shall submit electronic digital images of the rendering in format specified by the Project Manager.

5.4.5. Completion:

Upon acceptance of this submission, the Architect-Engineer has fulfilled the initial terms of the contract.

5.6. Certification Of Drawings:

The Architect-Engineer shall certify that the drawings were prepared under the Architect-Engineer's supervision and that the Architect-Engineer acknowledges responsibility for their correctness by placing its professional license stamp and signing the final documents at the completion of Compliance Phase and again by stamping and signing those prints that will be submitted to the Department of Consumer and Regulatory Affairs, Permit Processing Center for a building permit.

5.7. Architect-Engineer Responsibility To Obtain Building Permits:

5.7.1. The Architect-Engineer shall be responsible for obtaining any such building permits and clearance as may be required for the construction of the Project (s). Permits and clearances are required by Public Law and D.C. Regulations. For example, if the project is located in a historic area or is a property listed on the register of historic places, clearances to proceed must be provided by either the Joint Committee on Landmarks or the Commission of Fine Arts. The conduct of preliminary reviews at the conceptual design stage in conjunction with the Permit Center is encouraged and recommended, particularly, when complex or high cost projects are involved. Step 1 in the procedure for review and permit issuance is to initially contact the Permit Information Counter (the location and telephone number can be obtained from the Project Manager/COTR) and/or from the **Department of Consumer and Regulatory Affairs located at 1100 4th Street, SW, Washington DC, 20024, (202) 442-4400, Fax:(202) 442-9445, E-Mail; dcra@dc.gov.** Other examples of permits and clearances are DCARA, DDOT, DDOE, DOH, SHPO, WASA, etc. The Architect-Engineer shall develop a responsibility matrix listing all permits and clearances for the Project, including timing, responsibility, which pays and status.

The District of Columbia does not provide parking for contractors/vendors regarding project completion. Parking permits during construction or other project-related activities **may** be obtained from the Department of Consumer and Regulatory Affairs.

- 5.7.2. The Architect-Engineer shall submit five (5) sets of drawings to the Permit Processing Center. The Center will retain one (1) set for their permanent file. The remaining four (4) sets of Approved Drawings and the Permit will be given to the Architect-Engineer who in turn will deliver the same to the Project Manager/COTR.
- 5.7.3. Be it known that the Architect-Engineer, for no additional fee, shall be responsible to make any and all such changes and/or corrections as may be required by the Department of Consumer and Regulatory Affairs; compliance being a mandatory requirement prior to the issuance of a Permit.
- 5.7.4. Architect-Engineer compensation for performing these services shall be included as a part of the Title-I portion of the fee. The Permit to be applied for is not for private construction, but will be for District Owned, Department of General Services Services. Therefore, the permit will be issued "NO FEE".
- 5.7.5. Title-I Services will not be considered 100% complete pending satisfactory accomplishment of the requirements set forth as above.