GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS
A DESIGN-BUILD PROJECT

September 18, 2017
C.W. HARRIS ELEMENTARY SCHOOL MODERNIZATION
Solicitation Number: DCAM-17-CS-0131
Proposal Due Date: October 11, 2017
Pre-proposal Conference: September 22, 2017 at 10:00 am

To be held at:
Department of General Services
1250 U Street, NW 4th Floor
Washington, DC 20009

Site Visit: Will follow the pre-proposal conference.
PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS

1.0 Procurement Overview

The Department of General Services (the “Department” or “DGS”) submits this Request for Proposals (“RFP”) to solicit design-build proposals (“Proposal(s)”) from offerors or bidders (“Offeror(s)”) interested in contracting to serve as the design-builder (“Design-Builder”) for C.W. Harris Elementary School Modernization, located at 301 53rd Street, SE, Washington DC (the “Project”). The purpose of this RFP is to determine which Offeror will be awarded the Design-Build contract (“Agreement” or “Contract”) for the Project.

1.1 Project Overview

The Department is issuing this RFP to engage a Design-Builder to modernize C.W. Harris Elementary School, located at 301 53rd Street, SE. The Project includes, among other things design, preconstruction and construction services to modernize the existing facility to accommodate an increased enrollment of approximately 379 students by School Year 2025-2026 (collectively the “Work”).

1.2 Project Background

The existing C.W. Harris building was originally constructed in 1964, and has yet to receive a major modernization project. The building is approximately 56,000 square feet. The school serves students from Prekindergarten (starting at age 3) to Grade 5. Currently, the school serves a population of 285 students per school year. It is anticipated the school attendance will grow to a maximum of 379 students per year by School Year 2025-2026 as the facility responds to the growth from the full implementation of the programs listed below. The school follows the Behavior and Education Support (“BES”) and the United Planning Organization (“UPO”) curriculum from the District of Columbia Public Schools (“DCPS”) educational stream.

The building underwent exterior window replacements in 2017, and the existing playground and equipment were replaced in 2015. Recent asbestos survey shows the existence of floor and ceiling tiles that may contain Asbestos Containing Material (“ACM”). DCPS desires to renovate the school in order to accommodate the anticipated growth to approximately 379 students (final capacity to be determined in the concept phase) and remove any ACM. It is anticipated that the building will require an addition in order to accommodate the projected student population, as well as meet the space requirement set forth in the Educational Specifications, which are attached as Attachment A.

It is anticipated that the C.W. Harris students will swing to an offsite location for the entire duration of the construction period. Based on the swing location chosen by DCPS, the Design-Builder will be required to review the swing facility to determine if it meets the needs of C.W. Harris. Based on that review, the Design-Builder will be required to provide any necessary design services for minor renovations that may be required at the swing space location. The cost of designing swing space should be included in the offerors design fee.
It is expected that a complete renovation of the existing facility, as well as a building addition, will be required to accommodate the anticipated increase in school attendance and to accommodate the impact of current code. Improvements may include new site lighting and expanded and secure staff parking. Classroom space may require the layout and adjacencies of the existing building to be revisited in order to achieve the desired programmatic requirements which are set forth in the Education Specifications. In addition, the HVAC system will also need to be upgraded to the most optimal energy saving HVAC system. The design should implement the latest applicable building codes for ADA accessibility and fire life safety systems. The Design-Builder shall need to consider all DGS FM Building Standards, such as Sustainability/High Performance Best Practices, Building Automation Systems (“BAS”), Smart Roof Design Guide, and NREL Net Zero Guidelines. The design should also meet or exceed the minimum threshold for sustainability requirements for District owned buildings that undergo major renovations. The Project shall be designed in such a way so as to achieve, at a minimum, LEED BD+C Schools – Gold certification and must meet the requirements of the recently adopted International Green Construction Code and DOEE storm water management requirements. The Design-Builder is encouraged to use BIM, or similar type software (recognized in the industry), to develop and coordinate the Design Documents. The Department’s Construction budget for the modernization Project is approximately $33 million.

1.3 Project Budget and Funding Limitations

The Department has an approved construction budget of approximately $33 million dollars for this Project (hard cost). Accordingly, Offerors are to base their Proposals on the approved budget. Upon award, the Agreement for Design-Build Services, with a Target GMP in this amount, will be submitted to the Council of the District of Columbia for approval.

1.4 Compensation

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

1.5 Milestones and Substantial Completion Date

The final Design Development submittal is required by March 29, 2018 and Construction Documents submittal is required by June 21, 2018. The Project shall be Substantially Completed by July 15, 2020 (the “Substantial Completion Date”).
1.6 Project Delivery Method and Schedule

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

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

During the Construction Phase, the Design-Builder, in consultation with the Department, will be required to provide construction and construction administration services to (i) selectively demolish sections of the interior of the existing building, if necessary; (ii) conduct abatement of hazardous materials, if necessary; (iii) construct any new addition, as necessary; and (iv) assist DCPS in relocating FF&E and other items, as necessary.

The completed Project needs to be completed and available for occupation by DCPS no later than the Substantial Completion Date. The Department contemplates that construction will begin in July 2018. Abatement, interior demolition and other long lead items may be released earlier, if necessary. In general, however, the Department envisions the following schedule:

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1.7 Department Designated Point of Contact

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

Name: Mia Vawter  
Title: Contract Specialist  
Department of General Services  
Contracts and Procurement Division  
1250 U Street, NW, 3rd Floor  
Washington, DC 20009

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

Phone: 202-671-2255  
E-mail: mia.vawter@dc.gov

The Department disclaims the accuracy of information derived from any source other than the Department’s POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror’s point of contact identified in the Submission. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with C.W. Harris Elementary School Design-Build Services and DCAM-17-CS-0131.

1.7 Design-Builder Designated Point of Contact

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

1.8 Procurement Schedule and Project Milestones

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

- RFP Advertisement: September 18, 2017
- Pre-Proposal Conference: September 25, 2017
- Site Visit: September 25, 2017
- RFP Questions due to the Department: September 28, 2017
- Proposals Submission Due date: October 11, 2017
- Notice of intent to award: estim. November 9, 2017
- Notice to Proceed / Letter Contract (if any): estim. November 9, 2017

1.8.2 Project Schedule

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

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

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

1.9 Selection Criteria

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

1.10 Economic Inclusion

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

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

1.11 RFP Documents

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

Attachments to this RFP include the following:

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<th>Attachment</th>
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<td>Attachment A</td>
<td>Educational Specifications</td>
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<td>Attachment B</td>
<td>Form of Offer Letter</td>
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<td>Attachment C</td>
<td>Bidder/Offeror’s Certification Form</td>
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<td>Attachment D</td>
<td>Tax Affidavit</td>
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<td>Attachment E</td>
<td>Davis-Bacon Wage Rates</td>
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<td>Attachment F</td>
<td>Bid Bond Form</td>
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<td>Attachment H</td>
<td>SBE Subcontracting Plan</td>
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<td>Attachment I</td>
<td>First Source Agreement</td>
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<td>Attachment J</td>
<td>2017 Living Wage Act</td>
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<td>Attachment K</td>
<td>Past Performance Evaluation Form</td>
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<td>Attachment L</td>
<td>Design-Build Agreement (to be issued by addendum)</td>
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<td>Attachment M</td>
<td>Notice to Proceed and Letter Contract</td>
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<td>Attachment N</td>
<td>Bid Guarantee Certification</td>
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<td>Attachment O</td>
<td>Conflict Of Interest Disclosure Statement</td>
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<td>Attachment P</td>
<td>Form of Lien Waiver</td>
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1.12 **Obligation to Meet All of the Requirements of the RFP Documents**

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

1.13 **Offeror’s Pre-Proposals Responsibilities and Representations**

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

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

Any failure to fulfill these responsibilities is at the Offeror’s sole risk and no relief will be provided by the Department.
PART 2 - PROJECT REQUIREMENTS

2.0 Scope of Work

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

The Project will be located at 301 53rd Street, SE, Washington, DC.

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

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

2.1 Design-Builder’s Duties; General Intent

The Design-Builder will be required to work with the Department and DCPS through a collaborative design process to develop a concept design for the Project in accordance with the available budget. The Design-Builder will be required to engage in extensive preconstruction efforts to ensure that the design is developed in a manner consistent with the Department’s goals for the Project (e.g., programmatic, budgetary, schedule and quality); to solicit competitive trade bids for the construction work and to develop an acceptable guaranteed maximum price and corresponding scope and schedule for the work; and to implement the requisite construction and other work necessary no later than July 15, 2020. The Design-Builder will be required to provide a “turn-key” Project ready for occupancy by DCPS and shall be responsible for all items of cost except for those items set forth in Section 2.12 of this RFP.

2.2 Design and Preconstruction Phase

2.2.1 Initial Deliverables

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

The Design-Builders initial task will be to develop a concept design and budget for the Project. As part of this effort, the Design-Builders shall prepare and provide the following initial deliverables:

2.2.1.1 Building System Assessment. If requested by the Department, within fourteen (14) days after the Preconstruction NTP is issued, the Design-Builders shall conduct an assessment report of the building systems and submit a written report to the Department that assesses whether the existing building systems can be repaired or whether such systems should be replaced. Such report shall take into consideration the nature of this Project and the proposed Educational Specifications. This report shall assess all of the buildings key systems, including, but not limited to, HVAC, kitchens, roof, windows, electrical, lighting, Audio Visual Equipment, intercom, fire alarms, and plumbing.

2.2.1.2 Baseline Schedule. Within twenty one (21) days after the Preconstruction NTP is issued, the Design-Builders shall prepare and submit a Baseline Schedule for the Project (the “Baseline Schedule”). The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builders shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a critical path method (“CPM”) in a sufficient level of detail to permit the Department and the Design-Builders and any other affected parties to properly plan the Project. The Baseline Schedule shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The Baseline Schedule shall include durations and logic ties for those building systems that the Design-Builders are recommending for replacement. The Baseline Schedule must also be submitted in Primavera 6 native format and shall be updated by the Design-Builders, at a minimum, on a bi-weekly basis.

2.2.1.3 Concept Design. No later than six (6) weeks after the Preconstruction NTP is issued, the Design-Builders shall prepare and submit a proposed concept design for the Project. The concept design shall contain at least the level of detail contemplated in the AIA standard contract and shall contain such detail as is typically required for a concept design under the AIA Best Practices. The design submittal shall specifically identify any deviations from the Educational
Specifications and shall explain the rationale and cost implications associated with such deviation. The Department shall have the right to disapprove the concept design submittal for any reason. Following review of the concept design submission by DCPS and the Department, the Design-Build shall make revisions to the schematic design submission as necessary to incorporate comments, feedback and other direction provided by DCPS and the Department. The Design-Build’s pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Build to additional compensation. The concept design submittal shall include but not limited to the following:

a) Conceptual floor plan and site plan, including Swing Space concept design
b) Updated property survey, including notations of utilities and all other easements;
c) Hazardous materials survey. It is understood that the Design-Build and/or its design component shall be required to engage the services of industrial hygienist that is acceptable to the Department to perform such survey;
d) Flow test results;
e) Record of accepted LEED strategies;
f) Environmental Impact Screening Form (“EISF”) submission. The Design-Build shall be required to engage consultants that are necessary to prepare this form. The cost of such consultants should be included in the design fee.
g) Education specifications survey update; and
h) Summary of required agency review, timetables, including but not limited to: Office of Planning (“OP”) and Commission of Fine Arts (“CFA”), and National Capital Planning Commission (“NCPC”).

2.2.1.4 Preliminary Budget Estimate. Concurrently with the delivery of the concept design, the Design-Build shall submit a detailed cost estimate of the proposed design (such estimate, the “Preliminary Budget Estimate”). With regard to building systems (i.e. roofs, doors, HVAC, security, IT, etc.), the Preliminary Budget Estimate shall be prepared on a “system” basis that identifies the key building systems or functions and allocates an estimated cost for each such system. The Design-Build Fee, the cost of general conditions, and contingencies shall be broken out in separate line items. The primary purpose of the Preliminary Budget Estimate is to aid the Department and DCPS in understanding the costs associated with key elements of the Project to better prioritize and manage the use of the funding allocated to this Project.

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

2.2.1.6 Construction Management Plan. The Design-Builder shall submit a draft of its construction management plan (“Construction Management Plan”) within fourteen (14) days after the Preconstruction NTP is issued to include, but is not limited to, noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic and parking control, communications procedures, emergency procedures, quality control procedures, dust control, public street cleaning and repair, planned occupancy of public ways, erosion control, tree protection plan, vibration monitoring, temporary fire protection measures, project signage, pest control, construction staging plan, and construction logistics plan.

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

2.2.1.8 Deliverables Liquidated Damages. The Design-Builder acknowledges that the Department is engaging the Design-Builder to provide an extensive level of preconstruction support services to minimize the potential for cost overruns, schedule delays or the need for extensive Value Engineering/re-design late in the Project and that the deliverables required under this Section 2.2.1 are key to identify the value of such services. In the event the Design-Builder fails to deliver any of the deliverables required in Section 2.2.1 (and unless such failure is the result of any event of Force Majeure), the Design-Builder shall be subject to liquidated damages in an amount of Five Thousand Dollars ($5000) plus Five Hundred Dollars ($500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such deliverables.

2.2.2 Design Management

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

2.2.2.1 Schematic Design. The Design-Buildor shall prepare a schematic design that is a logical development of the approved concept design and is consistent with the Department’s schedule, budget and programmatic requirements. The schematic design shall contain at least the level of detail contemplated in the AIA standard contract and shall contain such detail as is typically required for a schematic design under the AIA Best Practices. The design submittal shall specifically identify any deviations from the approved concept design and shall explain the rationale, cost and time implications associated with such deviation. The Department shall have the right to disapprove the schematic design submittal for any reason. Following review of the schematic design submission by DCPS and the Department, the Design-Buildor shall make revisions to the schematic design submission as necessary to incorporate comments, feedback and other direction provided by DCPS and the Department. The Design-Buildor’s pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Buildor to additional compensation.

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

a) Further develop conceptual plans and incorporate design changes.
b) Conduct additional community meetings to solicit input and keep constituents informed.
c) Prepare necessary presentation materials (renderings and models) to communicate design and obtain approval of design direction.
d) Develop a swing plan based on the approved concept design to accommodate the school’s need for the duration of construction.
e) Participate in SIT Meetings, and Community Meetings
f) Conduct DOEE, DCRA, DDOT and DC Water Preliminary Design Review meetings.
g) If it is necessary for the Project, early inquiry with Public Utility Companies PEPCO and Washington Gas as well as Verizon should be conducted.

The schematic design submittal shall include at least the following:

a) Digital site and floor plans (including adjacencies and room locations);
b) Preliminary building elevations and sections;
c) Plan-to-Program comparison;
d) Preliminary LEED scorecard;
e) Design narrative; and
f) A preliminary description of proposed building system upgrades (i.e. HVAC, roofs, windows, kitchen equipment, etc.). With regard to any proposed building system upgrade, the package shall include a narrative description of the proposed system and an estimated line item cost.

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

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

2.2.2.4 Design Development. The Design-Build shall prepare a set of design development documents (“Design Development Documents”) that is a logical development of the approved schematic design and is consistent with the Department’s schedule, budget and programmatic requirements. The Design Development Documents shall contain at least the level of detail contemplated in the AIA standard contract and shall contain such detail as is typically required for a schematic design under the AIA Best Practices. The design submittal shall specifically identify any deviations from the approved schematic design and shall explain the rationale and cost implications associated with such deviation. The Department shall have the right to disapprove the Design Development Documents submittal for any reason.

The design development submittal shall include at least the following:

a) Detailed and dimensioned plans, wall sections, building section, and schedules;
b) Draft specifications for materials, systems, equipment;
c) Complete code compliance analysis and drawing;
d) Space-by-space equipment layouts for key spaces. As part of the design development phase, the Design-Builder and/or the Architect and any design consultants shall confer with representatives from DCPS and the Department regarding these layouts to confirm that they are acceptable to DCPS;

e) A preliminary lay-out for furniture, fixtures, and equipment;

f) Preliminary designs for approved building system upgrades. With regard to HVAC systems, the submission should include: (i) a detailed description of the proposed mechanical systems; (ii) their general layout, including ‘Single-Line Diagrams’ (aka ‘Riser Diagrams’); and (iii) any required load calculations. The HVAC design solution would also include preliminary layouts of other major components of the HVAC system, including the type and location of energy recovery units (ERUs), variable air volume (‘VAV’) boxes, condensing units, and any related system appurtenances; and

g) Updated LEED scorecard.

h) Present the design to CFA, Office of Planning, and other regulatory agencies as required

i) Register the project with USGBC to obtain LEED certification and pay all registration fees.

j) Participate in SIT Meetings, and community meetings.

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

2.2.2.6 Entitlements. The Design-Builder shall prepare such materials and make such presentations as are necessary to obtain the required land use and entitlement approvals. Approvals may be required from (i) the Office of Zoning, (ii) OP, and (iii) the CFA. Given the nature of the Work, it is not envisioned that such approvals will require extensive hearings or submissions.

2.2.3 GMP Formation

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

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

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

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

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

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

d) The proposed GMP, including a statement of the detailed cost estimate organized by trade categories, allowances, contingency, and other items and the fees that comprise the GMP.

e) An update to the Project’s schedule to which the Design-Builder will agree to be bound. This update shall be prepared in the same level of detail and in the same manner as the Baseline Schedule.

f) A subcontracting plan setting forth the names and estimated dollar volume of the work that will be perform by LSBDEs, as certified by the Department of Small and Local Business Development, upon which the GMP is based.

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

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

2.2.4 Early Release/Abatement & Demolition

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

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

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

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

2.2.5.2 Construction Document Review & Coordination. The Design-Builders shall complete each of the Construction Documents packages in a manner that addresses the concerns raised by the Department during the review contemplated in Section 2.2.5.1 for such package. The Design-Builders shall issue one or more set of permit documents to the Department for its review and approval (“Permit Set”). With regard to each such set, the Design-Builders shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved Design Development Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project’s aesthetics, functionality or performance. The Department shall have the right to disapprove the Construction Documents for any reason. If the Department disapproves the Construction Documents, the Design-Builders will not be entitled to any additional compensation. If, however, the Department disapproves a Construction Document that is a logical extension of the approved Design Development Documents, the Design-Builders will be entitled to an adjustment to the GMP and/or the Agreement schedule unless such a package departs from the Scope of Work fairly reflected in the GMP Drawings and Specifications and in such event the Design-Builders shall be required to prepare a revised design that complies with the GMP drawings and specifications (“Drawings and Specifications”) and without any entitlement to an increase in the GMP or an adjustment of the Agreement schedule. In the event the Department does not approve a document within fourteen (14) days after issuance, such document shall be deemed approved unless the Department advises that such document is still under review. In the event the Department’s review takes longer than fourteen (14) days, such additional review shall be deemed a change event.

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

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

2.3 Construction Phase

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

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

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

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

2.3.4 Supervision. Throughout the Work, the construction office shall be managed by personnel competent to oversee the Work at all times while construction is underway. Such personnel shall maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
2.3.5 **Weekly Progress Meetings.** Throughout the Work, the Design-Builder shall conduct weekly progress meetings following the Design-Builder’s generated agenda with the Department’s Project Manager and key trade subcontractors. The Design-Builder shall draft and circulate the meeting minutes on a weekly basis.

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

2.3.7 **Delay Liquidated Damages.** In addition to the liquidated damages provided for in Sections 2.13.2 relating to Key Personnel, and 2.2.1.8 relating to deliverables, if the Scope of Work is not substantially complete by the Substantial Completion Date, the Design-Builder shall be subject to liquidated damages in an amount of Six Thousand Five Hundred Dollars ($6,500) per day. These damages shall not apply if the delay is the result of Force Majeure and the Design-Builder otherwise complies with the provisions set forth in the Standard Contract Provisions.

2.3.8 **Hazardous Materials.** The Design-Builder’s Scope of Work includes the abatement and removal of hazardous materials found anywhere on or within the Project site. In performing such work, the Design-Builder shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency and all jurisdictional agencies and all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials. If any notices to governmental authorities are required, the Design-Builder shall also give those notices at the appropriate times. The Design-Builder shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the Design-Builder shall ensure that any subcontractors involved in the abatement of hazardous materials maintain a contractor’s pollution legal liability insurance policy of at least Two Million Dollars ($2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project, and that any disposal site to which hazardous materials are taken carries environmental impairment liability insurance for the duration of the Project and a period of three (3) years after Substantial Completion of the Project. The Design-Builder’s obligations under this Section 2.3.8 shall include signing (as the agent for the Department) any manifests required for the disposal of hazardous materials.

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

2.4.1 Requirements and Purpose. For this Project, the selected Design-Builder, in coordination with DCPS, shall develop and implement a Science, Technology, Engineering, and Math (“STEM”) educational program (the “STEM Program”). The STEM Program shall be designed to achieve the following goals:

a) To Introduce K-12 students to careers in the architectural, engineering and construction industries;
b) To provide students with a challenging learning environment focused on STEM;
c) To create a learning environment that motivates and inspires collaboration, communication, creativity and critical thinking; and
d) To expand knowledge of students to acquire STEM literacy and other critical skills and knowledge to help prepare for future STEM careers while offering an opportunity to share creative talents in a positive environment that builds confidence, promotes leadership, and enhances self-esteem and awareness.

2.4.2 Time to implement. The Design-Builder shall provide a timeline to develop and implement the STEM Program. The Design-Builder shall ensure that the STEM Program is developed and provided prior to the Project demobilization and shall include at a minimum:

a) One (1) Project tour/site visit; and
b) At least 20 students.

2.4.3 Roles and Responsibilities. The Department and the Design Builder will provide the following roles and responsibilities in developing and implementing the STEM Program:

a) The roles and responsibilities of the Design-Builder shall include, but not limited to:

1. Developing and providing an implementation strategy to address the introduction, delivery, timeline and evaluation of the STEM Program.
2. Identifying and partnering with the DCPS K-12 students.
3. Coordinating all aspects of the STEM Program.
4. Identifying and providing presenters.
5. Coordinating and implementing sessions.
6. Providing technology needs.
7. Informing the Department of any challenges that prevent the delivery of the STEM Program.
8. Performing any other necessary actions to develop and implement the STEM Program.

b) The roles and responsibilities of the Department will include the following:
1. Reviewing the proposed STEM Program and its implementation strategy.
2. Participating in planning meetings.
3. Providing security at sessions.
4. Providing assistance with any challenges to the implementation of the STEM Program, as appropriate.
5. Assisting the Design-Build with coordinating with a DCPS K-12 school

2.4.4 No Cost Program. The Design-Build shall be solely responsible for developing and providing this STEM Program at Design-Build’s expense. No additional compensation shall be provided by the Department to the Design-Build for developing and implementing such a STEM Program.

2.4.5 Participants and Sessions Information.

a) The Design-Build shall maintain records of the participants for each and every STEM Program session(s) in a confidential manner. The records shall include demographics (i.e. - age, race and gender) of all participants.

b) At the Department’s request, the Design-Build shall provide the Department with a copy of the records outlined in subsection (a) above.

c) The Design-Build shall retain all books, records, and other documents relative to the STEM Program for at least three (3) years after Final Completion of the Project.

2.4.6 Personnel Information.

a) The Design-Build shall provide names and qualifications of personnel involved in the implementation of the Program.

b) The Design-Build shall ensure that personnel involved in the delivery of this Program fulfill the background check requirements for working with children and youth as described in DC Code 4-1500 and 27 DCMR Section 27-5

2.4.7 Design-Build’s Failure to Deliver. In the Event that the Design-Build fails to deliver the required STEM Program, the Department will develop a similar Program at the Design-Build’s expenses and will request the Design-Build to implement such a Program.

2.4.8 Existing Design-Build STEM Programs. A Design-Build with a pre-existing STEM program may submit such program(s) for evaluation and approval by the Department. The Department will evaluate such program(s) to determine whether such program(s) substantially fulfills the requirements of this Section, which will be the basis for the Department’s approval or disapproval. The Department’s approval of such program(s) shall not be unreasonably withheld.
2.5 Site Safety

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

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

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

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

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

2.6 Reporting Requirements

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

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

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

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

2.7 Workhours; Coordination with DCPS and Community

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

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

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

2.7.4 Outreach Plan. The Design-Builders shall keep the Department informed of the construction activities and their potential impact on the community. The Design-Builders shall submit the plan to the Department prior to its implementation and such plan shall be subject to the Department’s review and approval.
2.7.5 Site Office. Throughout the Project, the Design-Builder shall provide and maintain a fully equipped construction office for the Project site.

2.8 Quality Control Plan

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

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

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

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

2.9 Project Close-out

2.9.1 Punchlist. Promptly after Substantial Completion, the Design-Builder shall develop a punchlist. Once the punchlist is prepared, the Design-Builder shall inspect the Work along with representatives from the Department. The punchlist shall be revised to reflect additional work items that are discovered during such inspection. The Design-Builder shall correct all punchlist items no later than ninety (90) days after Substantial Completion is achieved.
2.9.2 Training. The Design-Build shall provide training to DCPS staff on all of the building systems, as applicable. The Design-Build shall be required to schedule such training sessions and shall use commercially reasonable efforts to ensure all such training occurs prior to the Final Completion Date.

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

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

2.9.4 Eleven Month Walk. The Design-Build shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the Design-Build and a representative of the Department shall walk the Project to identify any necessary warranty work.

2.9.5 Support for Initial Heating & Cooling Season. The Design-Build and its mechanical subcontractor shall provide support to DCPS and the Department during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved.

2.10 Costs and Fees

2.10.1 Reimbursable Costs

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

a) Payments made by the Design-Build to subcontractors and suppliers, but only in accordance with the Subcontracts and Supply Agreements;

b) The Cost of General Conditions (as defined below in Section 2.10.2), subject however to the Maximum Cost of General Conditions;

c) All amounts due to the Design-Build under the terms of the Department's written authorization for the Design-Build to perform any portion of the Work as Self-Performed Work. If an authorization for the Design-Build to engage in Self-Performed Work is not on a fixed-price basis, then, as to that work, the following costs shall be within the Cost of the Work:

1. Labor. Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the Design-
Builder, while engaged in approved Self-Performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.

2. **Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the Self-Performed Work, including, without limitation, costs of transportation and handling.

3. **Unincorporated Materials.** The cost of materials, products, supplies and equipment not actually installed or incorporated into the Self-Performed Work, but required to provide a reasonable allowance for waste or spoilage, subject to the Design-Builder’s agreement to turn unused excess materials over to the Department at the completion of the Project or, at the Department's option, to sell the material and pay the proceeds to the Department or give the Department a credit in the amount of the proceeds against the Cost of the Work.

   d) Royalty and license fees paid for use of a design, process or product, if its use is required by the Agreement or has been approved in advance by the Department;

   e) Fees for obtaining all required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, and all trade permit fees and the building permit fee;

   f) Cost of the Architect/Engineer’s contract reimbursed at cost and without markup; provided, however, that such costs shall not exceed the Design Budget set forth in the Offeror’s Proposal. Any amounts in excess of the Design Budget shall not be reimbursable as a Cost of Work;

   g) All fees and other costs necessarily incurred to carry out testing and inspection required by the Agreement, or otherwise to maintain proper quality assurance. The costs the Design-Builder incurs to schedule and coordinate any additional testing and inspections the Department may decide to conduct itself shall be reimbursable unless the additional testing establishes that the work tested was defective or otherwise failed to satisfy the Agreement’s requirements, in which case the Design-Builder shall pay the costs, without reimbursement;

   h) All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and

   i) All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Design-Builder to recover the costs of subcontractor default insurance at a mutually agreed upon rate in lieu of trade level bonds, provided that such insurance be approved by the Department in advance and after being presented with a cost-benefit analysis of such use.

2.10.2 **Cost of General Conditions**

The Design-Builder’s general condition costs shall be reimbursable at cost and without mark-up. Only the following items, however are reimbursable: *(Any other items or expenses are non-reimbursable and the Design-Builder shall use its fee to cover any additional cost items)*
a) The cost of “construction staff”. The term construction staff shall mean the Project Executive, project managers and superintendents assigned to the Project, administrative and professional staff performing scheduling, cost estimating and accounting services assigned on a full-time basis to the Project site;
b) Fringe Benefits associated with construction staff;
c) Payroll taxes and payroll insurance associated with construction staff;
d) Staff costs associated with obtaining permits and approvals;
e) Out-of-house consultants;
f) The field office for the Design-Builder including but not limited to: (i) trailer purchase and/or rent; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Phase; (iv) furniture; (v) office supplies;
g) Office equipment including but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) telephone installation, system and use charges; (v) job radios;
h) Local delivery and overnight delivery costs; and
i) First aid facility.

2.10.3 Non-Reimbursable Costs

The following costs shall not be reimbursable:

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

The Design-Builders compensation shall consist of the Design-Build Fee bid by selected Offeror. In addition, the Design-Builders shall be entitled to recover at cost and without mark-up: (i) its design costs, as defined in Sections 2.10.1(f) and 3.4.6, and (ii) its Costs of General Conditions as is defined in Section 2.10.2; subject, however, to the Design Budget and the Maximum Cost of General Conditions proposed by the selected Offeror which limits shall serve as a cap on the Design Budget and the Cost of General Conditions, respectively. The Design-Builders shall only be entitled to Fifty percent (50%) of the Preconstruction Fee if the Design-Builders and the Department are unable to agree to a GMP, as set forth in more detail in the Design-Build Agreement. Entitlement to the Design-Build Fee shall be determined as described more fully below.

2.11.1 Base Design-Build Fee. The Design-Build Fee shall be divided into two categories. Sixty percent (60%) of the Design-Build Fee shall be referred to as the (“Base Design-Build Fee”) and the remaining Forty percent (40%) shall be at risk (the “At Risk Portion”) and shall be used to establish and fund the award fee pool (the “Award Fee Pool”). The Base Design-Build Fee shall be paid in monthly progress payments with Fifteen percent (15%) of the Base Design-Build Fee being allocated to the Preconstruction Phase of the Project (“Preconstruction Fee”), Eight Five percent (85%) being allocated to the Construction Phase. Each of those amounts shall be paid in equal monthly installments spread over the duration of each such phase. To the extent that the Agreement duration is extended, the then remaining amounts of the Base Design-Build Fee will be re-allocated such that the then existing portion of the Base Design-Build Fee allocated to each phase shall be evenly spread over the then -remaining duration of the phase.

2.11.2 Maximum Cost of General Conditions. The Maximum Cost of General Conditions shall be the maximum amount that will be reimbursed by the Department for those costs described in Section 2.10.2. The Maximum Cost of General Conditions shall not be increased or decreased as a result of Change Orders or Change Directive unless such changes (i) extend the duration of the Project beyond the time identified in Section 1.5; and (ii) the Design-Builders can demonstrate to the satisfaction of the Department that such additional Cost of General Conditions are necessary and not due to any fault of the Design-Builders, its subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the Design-Builders incurs General Conditions costs in excess of the Maximum Cost of General Conditions, the Design-Builders shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builders shall be required to adequately staff the Project.

2.11.3 Award Fee Determination. The Design-Builders shall be entitled to amounts within the Award Fee Pool as follows:

a) If a GMP is agreed upon by the Design-Builders and the Department on or before June 5, 2018, the Design-Builders shall earn Twenty Five percent (25%) of the At Risk Portion (i.e. 10% of the Design-Build Fee).
b) If the GMP agreed upon is less than the Target GMP, the Design-Build shall earn Twenty Five percent (25%) of the Award Fee Pool.

c) The Design-Build shall be eligible to earn up to Twenty Five percent (25%) of the Award Fee Pool based on the overall level of quality of the Project as delivered (such amount, the “Quality Incentive Amount”). Entitlement to this portion of the Award Fee Pool shall be determined by an award fee committee (the “Award Fee Evaluation Committee”), which will be appointed by the selected Offeror and the Department within sixty (60) days after award. The Award Fee Evaluation Committee will consist of: (i) the Department’s Deputy Director for Capital Construction; (ii) a senior representative from DCPS; and (iii) a senior member of the Program Management team that is not involved in the day-to-day management of this Project that is acceptable to both the Department and the Design-Build. Upon Substantial Completion, the Award Fee Evaluation Committee shall inspect the Project and assess the overall appearance, functionality and level of quality found in the Work. In making this determination, the Award Fee Evaluation Committee shall endeavor to reach a consensus among its members and ascribe one of the following four words to the overall success of the design intent: poor, fair, good or excellent.

If the panel determines that the overall level of success was poor, then the panel shall award Zero Dollars ($0); if the panel determines that the overall level of success was fair, then the panel shall award one third (1/3) of the Construction Quality Incentive Amount; if the panel determines that the overall level of success was good, then the panel shall award two thirds (2/3) of the Construction Quality Incentive Amount; and if the panel determines that the overall level of success was excellent, then the panel shall award all of the Construction Quality Incentive Amount. In the event the panel cannot reach consensus, then each member of the panel shall make a determination and the three such determinations shall be averaged with poor equating to 0% of the Construction Quality Incentive Amount, fair equating to 33% of the Construction Quality Incentive Amount, good equating to 67% of the Construction Quality Incentive Amount, and excellent equating to 100% of the Construction Quality Incentive Amount.

d) If the Design-Build achieves Substantial Completion of the Project as stated in Section 1.5, the Design-Build Fee and the final amount due to the Design-Build (inclusive of the Preconstruction Fee, the Design Budget, the earned portions of the Award Fee, the Base Design-Build Fee and the Cost of General Conditions) is less than One Hundred Three percent (103%) or the GMP as originally established, the Design-Build shall earn Twenty Five percent (25%) of the At Risk Portion (i.e. 10% of the Design-Build Fee). Entitlement to this portion of the Award Fee Pool shall be based on the final outcome of the Project. For the avoidance of doubt, the Design-Build shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver on-time or within the (103%) cost goal was caused by DCPS, the Department, delays resulting from the permitting or zoning process, or an event of Force Majeure.
2.12 Excluded Cost Elements

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

a) 3rd Party Material Testing;
b) Commissioning;
c) 3rd Party Inspections;
d) Costs of active Office of the Chief Technology Officers (“OCTO”) equipment;
e) 3rd Party Plan Review; and
f) Public Art.

2.13 Key Personnel; Diversion

2.13.1 Identification of Key Personnel. The following individuals shall be considered key personnel (“Key Personnel”): (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project manager who will supervise the interior design and Work; (iv) the Project Manager who will supervise the Mechanical, Electrical, and Plumbing (“MEP”) work; and (v) the individual that will manage quality control and interact with the Department’s quality control representative. The Design-Builder will not be permitted to reassign any of the Key Personnel unless the Department approves the proposed reassignment and the proposed replacement.

2.13.2 Key Personnel Liquidated DAMAGES. If the Design-Builder removes or reassigns one of the Key Personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the Design-Builder or any affiliate of the Design-Builder) without the prior written consent of the Department, the Design-Builder shall pay to the Department the sum of Twenty Five Thousand Dollars ($25,000) as liquidated damages. These liquidated damage amount shall not bar recovery of any other damages, costs or expenses other than the Department’s internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Design-Builder in the event that a member of the key personnel has been removed or replaced by the Design-Builder without the consent of the Department.

2.14 Deliverable List

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

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

2.14.2 Construction Deliverables

a) Contingency Balance Update.
b) Hazardous Material Abatement Subcontractor Insurance Certificates.
c) Hazardous Material Abatement Records.
d) Construction Document Packages.
e) Progress Meeting Minutes.
f) Project Schedule Updates.
g) Project Progress Reports.
h) Cost Variance Report.
i) OSHA Safety Plan.
j) Close out documents (Product Manuals, Warranties, etc.).
k) Quality Control Plan.
l) Quality Control Inspection Reports.
m) Corrective Action Plan.
n) Prolog submissions.
o) Invoices and Acceptable Application for Payment with Release of Liens and Claims.
p) Insurance Certificates.
q) Performance and Payment Bonds and Agreement of Indemnity
r) Certificate of Substantial Completion executed by the Project Architect/Engineer and submitted Department for review, concurrence and approval
s) Documents that may be required by Contracting Officer from time to time.

2.14.3 Close-Out Deliverables

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

2.15 Licensing, Accreditation and Registration

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

2.16 Conformance with Laws

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

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

2.18 Time is of the Essence

Time is of the essence with respect to the Design-Build Agreement. The Project must be Substantially Complete by the Substantial Completion Date. As such, the Design-Builders must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.
PART 3 - EVALUATION AND AWARD CRITERIA

3.0 Evaluation Criteria

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

a) Relevant Experience & Capabilities of the Builder (10 points)
b) Key Personnel of the Builder (10 points)
c) Relevant Experience & Capabilities of the Architect/Engineer (10 points)
d) Key Personnel of the Architect/Engineer (10 points)
e) Project Management Plan & Schedule (40 points)
f) Price (20 points)
g) CBE Preference (12 points)

3.1 Evaluation Process

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

3.2 Evaluation Committee

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

3.3 Oral Presentation

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

3.3.1 Length of Oral Presentation

Each Offeror will be given up to sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty five (45) minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror
will then respond to questions from the Department’s Evaluation Committee for no more than ninety (90) minutes.

3.3.2 Oral Presentation Schedule

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

3.3.3 Offeror Attendees

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

3.3.4 Topics

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

3.4 Proposal Evaluation

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

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

The Department desires to engage a Design-Builder with the experience necessary to accomplish the objectives set forth in the RFP. The construction component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) construction and renovation of school; (iii) knowledge of, and access to, the local subcontracting market; (iv) knowledge of the local regulatory agencies and Code Officials; and (v) constructing projects on fast track schedules. In evaluating these subfactors, the Department will consider, among other things, the Offeror’s track record in delivering projects on-time and on-budget. If the Offeror is a team or Joint Venture of multiple companies, the Evaluation
Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture. This element of the evaluation will be worth up to ten (10) points.

3.4.2 Key Personnel of the Builder (10 points)

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

3.4.3 Relevant Experience & Capabilities of the Architect/Engineer (10 points)

The Department desires to engage a Design-Builder with a design component that possesses the experience necessary to accomplish the objectives set forth in the RFP. The design component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) the design of projects in an urban setting; (ii) design of school facilities; (iii) cost estimating and Value Engineering/management; and (iv) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture. This element of the evaluation will be worth up to ten (10) points.

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

The Department desires that the design component of the Design-Builder assign to this Project personnel who have experience in designing and completing construction projects on-time and on-budget. The personnel so assigned should have the necessary experience and professional credentials for the role each such individual is assigned. At a minimum, the proposal should identify: (i) the design principal-in-charge; (ii) the project designer; (iii) the project architect; (iv) the landscape architect; (v) the civil engineer, (vi) the key Mechanical, Electrical and Plumbing (MEP) engineers; and (vii) the key structural engineers. Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual’s name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this
project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to ten (10) points.

3.4.5 Project Management Plan & Schedule (40 points)

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

In addition, the Management Plan should include a discussion outlining how the Offeror intends to implement the Project. This discussion should demonstrate an understanding of the key constraints and challenges related to the Project and how the Offeror will work to mitigate and manage these constraints and challenges. Such narratives should also include key milestone dates and an explanation of how those dates will be achieved. The narrative shall include a preliminary schedule which shall be coordinated with the approach. This element of the evaluation is worth up to forty (40 points).

3.4.6 Price (20 points)

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

3.4.7 CBE Preference (12 points)

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

4.0 Preference for Small, Local, and Disadvantaged Business Enterprises

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

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

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

4.1 Preferences for Certified Joint Ventures

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

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

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
c) All Offerors are encouraged to contact Department of Small and Local Business Development at (202) 727-3900 if additional information is required on certification procedures and requirements.

4.2 Subcontracting Plan

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

4.2.1 Mandatory Subcontracting Requirements

a) Unless the Director of the Department of Small and Local Business Development has approved a waiver in writing, for all contracts in excess of ($250,000), at least (35%) of the dollar volume of the Agreement shall be subcontracted to qualified SBEs.

b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a) of this Section 4.2.1 above, then the subcontracting may be satisfied by subcontracting (35%) of the dollar volume to any qualified CBEs; provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

c) A Design-Build (“Prime Contractor”) that is certified by Department of Small and Local Business Development as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs (a) and (b) above of this Section 4.2.1.

d) Except as provided in paragraphs (e) and (g) below of this Section 4.2.1, a Prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A CBE Prime Contractor that performs less than (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

e) A Prime Contractor that is a certified Joint Venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A certified Joint Venture Prime Contractor that performs less than (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

f) Each CBE utilized to meet these subcontracting requirements shall perform at least (35%) of its contracting effort with its own organization and resources.
g) A Prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the on-site work with its own organization and resources if the Agreement is one ($1) million dollars or less.

4.2.2 Subcontracting Plan Requirements

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

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

4.2.3 Copies of Subcontracts

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

4.2.4 Subcontracting Plan Compliance Reporting

a) The Prime Contractor has a subcontracting plan required by law for this Agreement; the Prime Contractor shall submit a quarterly report to the CO, District of Columbia Auditor and the Director of Department of Small and Local Business Development. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

1. The price that the Prime Contractor will pay each subcontractor under the subcontract;
2. A description of the goods procured or the services subcontracted for;
3. The amount paid by the Prime Contractor under the subcontract;
4. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

b) If the fully executed subcontract is not provided with the quarterly report, the Prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.
4.2.5 Annual Meetings

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

4.2.6 Notices

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

4.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

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

4.2.8 CBE as Prime Contractor

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

4.3 Residency Hiring Requirements for Contractors and Subcontractors

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

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

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and
regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of ($100,000) or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the Agreement; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the Project; (iii) make best efforts to hire at least (51%) District residents for all new jobs created by the Project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least (51%) apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of ($500,000) or more must register an apprenticeship program with the D.C. Apprenticeship Council.

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

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

### 4.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. The Prime Contractor shall be liable for any subcontractor non-compliance.
PART 5 - PROPOSAL ORGANIZATION AND SUBMISSION

5.0 General

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

5.1 Submission Identification

Submissions shall be proffered in a complete original proposal (Technical and Price Proposals); one (1) copy of the Price Proposal; and five (5) copies of the technical portion of the Proposal as outlined below; an electronic copy of the complete original proposal either on USB flash drive or CD-ROM shall also be provided. The Offeror’s original Submission shall be placed in a sealed envelope conspicuously marked: “Proposal for Design-Build for C.W. Harris Elementary School – DCAM-17-CS-0131.”

5.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

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

5.3 Date and Time for Receiving Submissions

Submissions shall be received in the place identified in Section 5.2 of this RFP no later than October 11, 2017 at 2:00 pm. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

5.4 Submission Size, Organization and Offeror Qualifications

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

5.4.1 Executive Summary of Proposal

Each Offeror should provide a Proposal executive summary of no more than three pages of the information contained in Section 5.4.2.
5.4.2 General Team Information and Firm(s) Data

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

a) Name(s), address(es), and role(s) of each firm (including all sub-consultants)

b) Firm profile(s), including:

1. Age.
2. Firm history(ies).
3. Firm size(s).
4. Areas of specialty/concentration.
5. Current firm workload(s) projected over the next year.
6. A list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Department and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting a Proposal to this RFP need be listed.

c) Description of the team organization and personal qualifications of key staff, including:

1. Identification of the single point of contact for the Offeror.
2. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
3. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:

   (i) The individual’s name.
   (ii) The individual’s role.
   (iii) The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
   (iv) The individual’s resume. Resumes should indicate the individual’s experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role and the prior roles.
   (v) The individual’s current workload over the next two years.
4. A chart showing the experience that the key team members have working together.

5.4.3 Relevant Experience and References

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

1. The name and location of the project.
2. The square footage of the project
3. A short narrative of the scope of the contractor’s work on the project.
4. The delivery method implemented on the project.
5. The start and end dates for construction.
6. The date of builder’s engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
7. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
8. The level of completion of design documents that the initial contract value was based on.
9. The actual substantial completion date and the final contract value.

b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms Attachment L, are completed and submitted on behalf of the Offeror directly to the Department’s POC stated in Section 1.7 by the due date for Proposals as specified in Section 5.3.

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

5.4.4 Project Management Plan

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

5.4.5 SBE Subcontracting Plan

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

5.4.6 First Source Employment Agreement

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

5.4.7 Preliminary Project Schedule

Each Offeror should prepare a preliminary project schedule (the “Baseline Schedule”) that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by the Department. The Design-Builder shall incorporate any adjustment to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in CPM and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the Architect and the Design-Builder) to properly plan the Project, and shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The preliminary
schedule must also be submitted in Primavera 6 native format, and upon award, shall be updated by the Design-Builders, at a minimum, on a bi-weekly basis. The schedule should demonstrate that the Offeror understands the Project and has a workable method to deliver the Project in a timely manner.

5.4.8 Price Proposal

The Price proposal shall be organized as follows:

a) **Bid Form.** Each Offeror shall submit a bid form substantially in the form of **Attachment B.** Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the Proposal non-responsive.

b) **Bidder-Offeror Certification Form.** Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment C.** An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.

c) **Tax Affidavit.** Each Offeror must submit a tax affidavit substantially in the form of **Attachment D.** In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia Government.

d) **Bid Bond.** Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in **Part 9, Section 9.0,** in the form of **Attachment F.**
6.0 Contact Person

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

6.1 Preproposal Conference

A preproposal conference will be held on September 22, 2017 at 10:00 am. The conference will be held at the Department of General Services, 1250 U Street NW, 4th floor, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

6.2 Explanations to Prospective Offerors

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

Requests should be directed to the Department’s POC at the address listed in Section 1.7 no later than the close of business on September 28, 2017. The person making the request shall be responsible for prompt delivery.

6.3 Protests

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

6.4 Contract Award

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department’s Procurement Regulations. Responses to the RFP shall be in the form of competitive sealed Proposals and the Agreement shall be awarded based on the Proposal that is the most advantageous to the Department, or in the event of more than one award, the Proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department’s specific needs, which shall be used as a basis for the evaluation of the Proposals. Price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the
Department may select the source whose Proposal is more advantageous in terms of technical merit and other factors in accordance with Title 27 DCMR § 1613.5. As such, the Agreement contemplated hereunder will be awarded to the Offeror whose competitive sealed Proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

### 6.5 Retention of Submissions

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

### 6.6 Examination of Submissions

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

### 6.7 Late Submissions: Modifications

a) Any Submission or best and final offer received at the office designated in Section 5.2 after the time specified in Section 5.3 shall not be considered.

b) Any modification of a Submission, including a modification resulting from the CCO’s requests for best and final offers, is subject to the same conditions as in Section 6.7 (a) stated above.

c) The only acceptable evidence to establish the time of receipt at the Department’s designated office is the time-date stamp of such installation on the Submission wrapper or other documentary evidence of receipt maintained by the installation.

d) Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful Submission which makes its terms more favorable to the Department may be considered at any time as received and may be accepted.

e) Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Submissions.

### 6.8 No Compensation for Preparation of Submissions

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

### 6.9 Rejection of Submissions

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

6.10 Limitation of Authority

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

6.11 Non-Responsive Proposals

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

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

6.11.3 Exceptions. The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, the Agreement, and/or the Letter Contract.
6.11.4 Core Competency. The Department may consider a Proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in the Department’s sole judgment, to demonstrate an understanding and competence in every aspect of the Project.
PART 7 - DESIGN BUILD AGREEMENT

7.0 Contract Documents

The Design-Build Agreement will be issued via Addendum to the RFP as Attachment L. The Standard Contract Provisions, is attached hereto as Attachment G. Offerors should carefully review the Design-Build Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and Design-Build Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions and entering into a Letter Contract, and subsequently, the Design-Build Agreement. A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions, the Design-Build Agreement, or the Letter Contract, as defined in Section 2.2.1 of this RFP, may be deemed non-responsive.
PART 8 - INSURANCE REQUIREMENTS

8.0 General Requirements

The Design-Builders at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Design-Builders shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Design-Builders shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Design-Builders and its subcontractors (except for workers’ compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Design-Builders or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Design-Builders or its subcontractors, and not the additional insured. The additional insured status under the Design-Builders’ and its subcontractors’ Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Design-Builders’ and its subcontractors’ liability policies (except for workers’ compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Design-Builder or its subcontractors, or anyone for whom the Design-Builder or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Design-Builders and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

8.1 Commercial General Liability Insurance (“CGL”) – The Design-Builders shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services
Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Design-Builder, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $5,000,000 each occurrence, a $10,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a 5,000,000 personal and advertising injury limit, and a $10,000,000 products-completed operations aggregate limit.

8.2 **Workers’ Compensation Insurance.** The Design-Builder shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

**Employer’s Liability Insurance** - The Design-Builder shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

8.3 **Automobile Liability Insurance.** The Design-Builder shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Design-Builder, with minimum per accident limits equal to the greater of (i) the limits set forth in the Design-Builder’s commercial automobile liability policy or (ii) $1,000,000 per occurrence combined single limit for bodily injury and property damage.

8.4 **Cyber Liability Insurance.** The Design-Builder shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $10,000,000 per occurrence or claim, $10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design-Builder in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance
requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

8.5 Environmental Liability Insurance. The Design-Builder shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Design-Builder. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Design-Builder’s pollution legal liability policy or (ii) $10,000,000 per occurrence and $10,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Design-Builder warrants that any retroactive date applicable to coverages under the policy precedes the Design-Builder’s performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Design-Builder also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Design-Builder for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Design-Builder’s operations. Such coverages must be maintained with limits of at least the amounts set forth above.

8.6 Employment Practices Liability. The Design-Builder shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims which the District of Columbia would be named as a co-defendant in claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. The policy shall include an endorsement naming the District of Columbia as a co-defendant or additional insured and shall also include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of not less than $1,000,000 for each wrongful act and $1,000,000 annual aggregate for each wrongful act.

8.7 Design- Builders and Architects and Engineers Professional Liability Insurance (Errors & Omissions). The Design-Builder shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $10,000,000 per claim or per occurrence for each wrongful act and $10,000,000 annual aggregate. The Design-Builder warrants that any applicable retroactive date precedes the date the Design-Builder first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained.
or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

8.8 Commercial Umbrella or Excess Liability. The Design-Builder shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Design-Builder’s umbrella or excess liability policy or (ii) $40,000,000 per occurrence and $40,000,000 in the annual aggregate, following the form and in excess of all liability policies. All required liability coverages must be scheduled under the umbrella or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

Construction Projects Controlled by the District

For construction projects controlled by the District, the District should procure the following policies with the District listed as the first named insured.

This cost should be built into the Agency’s budget. Funds will be transferred from applicable Agency to ORM to pay the premium for the Builders Risk Coverage. Builders Risk – The District shall purchase and maintain builders risk insurance at 100% replacement cost upon the entire Work at the site and portions of the Work stored off the site with the District’s approval, and contingent transit coverage for portions of the Work in transit. This insurance shall include the interests of the District, the Design-Builder and the Subcontractors in the Work and shall insure against all risk of physical damage subject to standard exclusions. Losses not covered by the District’s insurance or Design-Builder’s insurance shall be borne pursuant to the provisions of the Contract. The builders risk policy will have a deductible of not more than $10,000. Losses within the deductible will be paid by the Design-Builder or the responsible Subcontractor. If not covered under the builders risk insurance or otherwise provided in the Contract Documents, the Design-Builder shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit. Coverage may be purchased through either the District’s insurance broker or the Design-Builder’s insurance broker in the sole discretion of the District.
8.9 **Primary and Noncontributory Insurance.** The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

8.10 **Duration.** The Design-Builder shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

8.11 **Liability.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE DESIGN-BUILDER’S LIABILITY UNDER THIS CONTRACT.**

8.12 **Design-Builder’s Property.** Design-Builder and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

8.13 **Measure of Payment.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Design-Builder shall include all of the costs of insurance and bonds in the contract price.

8.14 **Notification.** The Design-Builder shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Design-Builder shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Design-Builder will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

8.15 **Certificates of Insurance.** The Design-Builder shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

And mailed to the attention of:
(Name of Contracting Officer/Agency)
(Address)
(Phone Number)
(E-mail Address)

The CO may request and the Design-Builder shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the
insurance policies. If the insurance initially obtained by the Design-Builder expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

8.16 Disclosure of Information. The Design-Builder agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Design-Builder, its agents, employees, servants or subcontractors in the performance of this contract.

8.17 Carrier Ratings. All Design-Builder’s and its subcontractors’ insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A-VII (or the equivalent by any other rating agency) and licensed in the District.
PART 9 - BONDS REQUIREMENTS

9.0 Bid Bond

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

9.1 Trade Subcontractor Bonds

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

9.2 Design-Builder’s Payment and Performance Bond

In addition to the trade subcontractor bonds required by Section 9.1, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the GMP at the time the Agreement is executed.
PART 10 - MISCELLANEOUS PROVISIONS

10.0 Conflict of Interest

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

10.1 Definitions

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

10.2 Abbreviations

The following are abbreviations used throughout this RFP:

<table>
<thead>
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PART 11 - ATTACHMENTS

Attachment A – Educational Specifications
CW Harris Elementary School
Modernization Program
Prepared: July 6, 2017

School: CW Harris Elementary School
Address: 301 53rd Street SE
Grades Served: PK3-5
SY16-17 Enrollment: 285 students
Design Capacity: 379 students
Programs/Partner: Behavior & Education Support (BES) / United Planning Organization (UPO)

CW Harris Elementary, located in Ward 7, is an elementary school that serves students in Prekindergarten (age 3) through grade 5. In School Year 2016-2017 CW Harris’ enrollment was 285 students in a building that has yet to receive a major modernization project. After review of the DC Office of Planning population projections in Cluster 33 (Capitol View, Marshall Heights, and Benning Heights), the DCPS student enrollment team expects enrollment to grow to between 311 students and 325 students by School Year 2025-2026. To account for potential growth beyond projections, the design to capacity has been set at 379 students, which includes 2 classrooms for special education instruction.

Behavior and Education Support (BES)
BES program classrooms are for students who have been identified with an emotional disability or who have challenging behaviors that interfere with learning. Each classroom provides a safe and structured learning environment supported by trained staff who focus on individual student goals.

United Planning Organization (UPO)
The UPO Office of Early Learning implements a nationally recognized approach to early childhood education that provides opportunities to learn and gain exposure to educational and services that support families. UPO are committed to ensuring that your child is equipped to develop successfully and embrace all that the world has to offer.

The UPO Early Head Start and Pre-K programs provide comprehensive services for children aged 0-5, including age-appropriate, curriculum-based educational programs and activities, health screenings, and nutritious meals. The design team should factor this space into their design, including a publicly accessible entrance.

The draft space sheet for the 379-student capacity and the educational specification front-end narrative are included in this appendix. The programmatic requirements are subject to change. As part of the design process, the selected design team shall participate in visioning sessions to better understand the community vision and school culture.

The programmatic requirements for the temporary swing construction will be developed in fall 2017.
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**Physical Education Spaces Sub-Total:** 5,075

**Health Services Spaces Sub-Total:** 575

**Performing Arts Spaces Sub-Total:** 1,150

**Library Spaces Sub-Total:** 4,150

**Visual Arts Sub-Total:** 1,210

**Total SQFT:** 71,503
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**Sub-Total** 3,415

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**Sub-Total** 1,609

***Building Subtotal*** 51,627

***Building Gross-up*** 39%

***Building Total Sq. Ft.*** 71,503

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*Calculator Developed By Brailsford and Dunlavey for the sole use of DCPS*
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## HEALTH SERVICES

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## BUILDING SERVICES

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E-ACA /// ACADEMIC CORE AREA

PRE-S/PRE-K/KINDERGARTEN/1ST GRADE CLASSROOM
EARLY CHILDHOOD MONTESSORI CLASSROOM (OPTIONAL)
PRE-S/PRE-K/KINDERGARTEN/1ST GRADE RESTROOM
EARLY ELEMENTARY RESOURCE / SMALL GROUP ROOM
OUTDOOR STORAGE-EARLY CHILDHOOD
GRADES 2-5 CLASSROOM
PROJECT LAB / SCIENCE LAB
DISCOVERY COMMONS ACTIVITY AREA
RESOURCE / SMALL GROUP ROOM
SELF-CONTAINED CLASSROOM
SPEECH / OT / PT
SPEECH / OT / PT STORAGE
INDEPENDENT AREA
SPECIAL EDUCATION COORDINATOR OFFICE
TEACHER COLLABORATION ROOM
TEXTBOOK / CART STORAGE
OUTDOOR CLASSROOM
GARDEN
E-ACA-1 /// PRE-S / PRE-K / KINDERGARTEN / 1ST GRADE CLASSROOM
size
1,125 SF

capacity/users
16-25 students
2 teachers
parents/aides/staff members

ancillary spaces
pre-s/pre-k/kindergarten/1st grade
restroom (E-ACA-3)
storage closet

spatial relationships
access to outside if possible
group classrooms for potential teaming
designate area for cot storage (stacked)
locate coat cubbies near door
locate at first floor for emergency evacuations if possible
centers in the classroom may include:
  housekeeping
  blocks
  library / books
  writing table
  art
  sand and water tables

goals
to foster self-discipline, independence, and responsibility
to help children develop positive concepts about themselves and their capabilities
to encourage and develop independent thinking and good work habits
to develop language as a tool of learning and as a means of communication
to provide and develop fundamental academic, social, emotional, physical, and thinking skills

activities
whole group
teacher directed
small group
one-on-one instruction
cooperative learning
discovery
language arts
inquiry

environmental considerations
windows to provide natural light and egress
adequate ventilation
electrical outlets for equipment
environmental sound control
uniform and controllable lighting
proportion classroom for effective viewing and listening from all areas of the classroom
window treatment to darken room for AV presentation
consider placement of one-way mirrors to observe early childhood students from adjacent space - a small observation room could be placed between each pair of classrooms with visual access to both rooms via in door for visual access and security purposes
LEGEND ///

fixed furnishings

- F1 base/wall cabinets and shelving (12-24 LF above and below sinks, lockable)
- F2 student cubbies (24-30, 11"W x 13"D x 12"H, can double stack as long as they remain at student height)
- F3 wall shelving (30”-36” height, lockable)
- F4 marker board (6 LF minimum)
- F5 tackable/magnetic wall surface (6 LF minimum)
- F6 soap dispenser
- F7 towel dispenser
- F8 wall-mounted interactive electronic presentation device
- F9 classroom sink with bubbler
- F57 30" itinerant / aid station
- F89 data drop

loose furnishings

- L1 stackable/nesting chairs (25)
- L2 stackable/nesting tables (4-5)
- L3 teacher work surface with mobile storage and two chairs
- L5 four drawer lateral file cabinet
- L6 mobile shelving (various)
- L7 teacher's lockable wardrobe (18"x18")
- L9 sand/water table, kitchen, art cart, etc.
- L16 bound group rug (1)
- L18 lounge chairs (5)
- L63 resource media cart (optional)
- L75 kidney table
- L94 flat storage
- L96 kidney table stool (3-5)
- L97 bookcase (25 LF)

AV & IT equipment

- M12 laptop computer
size
50 SF

capacity/users
1 student

classroom (E-ACA-1)
early childhood montessori (E-ACA-2)
ancillary spaces
pre-s/pre-k/kindergarten/1st grade
spatial relationships
n/a

goals
to provide age appropriate private health space

goals
private health needs

environmental considerations
environmental sound control
uniform and controllable lighting

fixed furnishings
F6 soap dispenser
F7 towel dispenser
F14 grab bars (36” and 42”)
F18 mirror
F19 toilet tissue holder
F30 bathroom sink
F59 changing table
F77 mounted child seat
F102 toilet
F103 floor drain

*age appropriate sizing

loose furnishings
n/a

AV & IT equipment
n/a

E-ACA-3 /// PRE-S / PRE-SK/ KINDERGARTEN / 1ST GRADE RESTROOM
size
450 SF

capacity/users
8-10 students
2 staff members

ancillary spaces
n/a

spatial relationships
located within academic core areas

goal
a flexible space to accommodate a variety of individualized and specialized instruction for a variety of academic disciplines.

activities
small group work
independent instruction and work
reading, math, speech, etc.
one-on-one instruction

environmental considerations
windows to provide natural light and egress
adequate ventilation
electrical outlets for equipment
environmental sound control
uniform and controllable lighting
proportion classroom for effective viewing and listening from all areas of the classroom

window treatment to darken room for AV presentation
lite in door for visual access and security purposes

LEGEND ///

fixed furnishings
F1 base/wall cabinets and shelving (lockable)
F4 marker board (on two walls, 6 LF minimum each)
F5 tackable/magnetic wall surface (6 LF minimum)
F8 wall-mounted interactive electronic presentation device
F89 data drop

Loose furnishings
L1 stackable/nesting chairs (8-10)
L3 teacher work surface with mobile storage and two chairs
L5 four drawer lateral file cabinet

L7 teacher’s lockable wardrobe (18”X18”)
L8 tall cabinet with shelves
L10 student desks (8-10)
L11 adjustable desks (8-10)
L63 resource media cart (optional)

AV & IT equipment
n/a
size
200 SF

capacity/users
2 staff members

ancillary spaces
n/a

spatial relationships
- direct access to outdoors
- near early childhood classrooms
- direct access to interior corridor

goal
- to provide storage for outdoor play equipment and supplies

activities
- storage of portable outdoor play equipment

environmental considerations
- uniform and controllable lighting
- proper ventilation as necessary

LEGEND ///

- fixed furnishings
  F3 wall shelving (10’-16’ total - 84” high, 12”, 24”, or 30” deep)

☐ loose furnishings
n/a

□ AV & IT equipment
n/a
size
900 SF

capacity/users
20-25 students
1 teacher
staff members
guest speakers/volunteers

ancillary spaces
n/a

spatial relationships
group classrooms for the engagement of student collaboration
this space addresses student’s individual needs, interest and learning styles
located coat cubbies near door
located near bathrooms
two teaching/learning walls with student height marker boards and technology infrastructure

goal
a flexible and adaptable space designed as a learning centered environment that accommodates any of the core academic disciplines and supports frequent reconfiguration.

activities
large group instruction
small group instruction and group work
one-on-one instruction

individualized and differentiated work
computer instruction
team teaching
oral presentations
testing

environmental considerations
windows to provide natural light and egress
adequate ventilation
electrical outlets for equipment
environmental sound control
uniform and controllable lighting
proportion classroom for effective viewing and listening from all areas of the classroom
window treatment to darken room for AV presentation
lite in door for visual access and security purposes
LEGEND ///

**fixed furnishings**
- F1 base/wall cabinets and shelving (12-24 LF, above and below sinks, lockable)
- F2 student cubbies (24-30, 11"W x 13"D x 12"H, can double stack as long as they remain at student height)
- F3 wall shelving (30"-36" height, lockable)
- F4 marker board (6 LF minimum)
- F5 tackable/magnetic surface (6 LF minimum)
- F6 soap dispenser
- F7 towel dispenser
- F8 wall-mounted interactive electronic presentation device
- F9 classroom sink with bubbler
- F57 30" itinerant / aid station
- F89 data drop

**loose furnishings**
- L1 stackable/nesting chairs (25)
- L2 stackable/nesting tables (4-5)
- L3 teacher work surface with mobile storage and two chairs
- L5 four drawer lateral file cabinet
- L6 mobile shelving (various)
- L7 teachers lockable wardrobe (18"x18")
- L9 sand/water table, kitchen, art cart, etc
- L16 bound group rug (1)
- L18 lounge chairs (5)
- L63 resource media cart (optional)
- L75 kidney table
- L94 flat storage
- L96 kidney table stool (3-5)
- L97 bookcase (25 LF)

**AV & IT equipment**
- M12 laptop computer
size
1,000 SF

capacity/users
20-25 students
1 teacher
staff members
guest speakers/volunteers

ancillary spaces
n/a

spatial relationships
near academic core classrooms
near main corridor
near media center
near workroom/teacher office
adjacent to centralized storage

goals
to create an instructional space located in each academic area available on a scheduled basis by department or team of teachers

activities
direct instruction
research
student and class projects
cooperative learning groups
student display
teleconferencing
dry science
use of home chemicals
discovery
inquiry

environmental considerations
windows to provide natural light and egress
adequate ventilation
environmental sound control
uniform and controllable lighting
proportion classroom for effective viewing and listening from all areas of the classroom
window treatment to darken room for AV presentation
lite in door for visual access and security purposes

LEGEND ///

fixed furnishings
F1 base/wall cabinets and shelving (100 LF of base cabinets, 30” wall cabinets above all base cabinets, lockable)
F3 wall shelving (lockable)
F4 marker board (on 2 walls, 6 LF minimum each)
F5 tackable/magnetic wall surface (6 LF minimum)
F8 wall mounted interactive electronic presentation device

E-ACA-7 /// PROJECT LAB / SCIENCE LAB

loose furnishings
L1 stackable/nesting chairs
L3 teacher work surface with mobile storage and two chairs
L5 four drawer lateral file cabinet
L11 adjustable height bookshelves
L23 computer desk return
L30 mobile a/v cabinet
L62 two person adjustable table on casters

AV & IT equipment
n/a
size
1,625-3,500 SF (distributed throughout school)
capacity/users
4-25 students
1-2 teachers
ancillary spaces
n/a
spatial relationships
integrated into circulation
located within classroom clusters
goal
to provide flexible, shared learning support space for various group sizes and activities
activities
collaborative learning centers
story telling
team activities
individual activities
small presentation/performance space
environmental considerations
uniform and controllable lighting
environmental sound control
coordinate commons finishes and loose furnishings with corridors
coordinate plumbing/HVAC/electrical/technology needs with building’s overall technology plan
provide borrowed lites for visual supervision from adjacent areas

LEGEND ///

fixed furnishings
TBD - based on age and school preference, may include:
F1.1 casework (countertops)
F3 wall shelving (lockable)
F4 marker board (6 LF minimum)
F5 tackable/magnetic wall surface (6 LF minimum)
F8 wall mounted interactive electronic presentation device (optional)
F89 data drop

loose furnishings
mixture of the following to support multiple learning activities in multiple learning configurations:
L1 stackable/nesting chairs
L13 small table(s)
L18 lounge chairs
L49 movable marker board

AV & IT equipment
n/a

E-ACA-8 /// DISCOVERY COMMONS ACTIVITY AREA
**size**
360 SF

**capacity/users**
- 8-10 students
- 2 staff members

**ancillary spaces**
n/a

**spatial relationships**
located within academic core areas

**goal**
provide a flexible space to accommodate a variety of individualized and specialized instruction for a variety of academic disciplines

**activities**
- small group work
- independent instruction and work
- reading, math, speech, etc.
- one-on-one instruction

**environmental considerations**
- windows to provide natural light and egress
- adequate ventilation
- electrical outlets for equipment
- environmental sound control
- uniform and controllable lighting
- proportion classroom for effective viewing and listening from all areas of the classroom

- window treatment to darken room for AV presentation
- lite in door for visual access and security purposes

---

**fixed furnishings**
- F1 base/wall cabinets and shelving (lockable)
- F4 marker board (on 2 walls, 6 LF minimum each)
- F5 tackable/magnetic wall surface (6 LF minimum)
- F8 wall-mounted interactive electronic presentation device
- F89 data drop

**loose furnishings**
- L1 stackable/nesting chairs (8-10)
- L3 teacher work surface with mobile storage and two chairs
- L5 four drawer lateral file cabinet
- L7 teacher’s lockable wardrobe (18”X18”)
- L8 tall cabinet with shelves
- L10 student desks (8-10)
- L11 adjustable height bookshelves
- L63 resource media cart (optional)

---

**AV & IT equipment**
n/a
size
900 SF

capacity/users
2 staff members
10-12 students

ancillary spaces
individual restroom with shower (optional)
storage closet
*every school needs a minimum of one
specials needs suite (classroom, storage closet, and independent area)
additional special needs classrooms
do not require restrooms or independent areas

spatial relationships
near bus drop-off
near health clinic
elevator access
toilet access (CIC-clean intermittent catheterization, with shower)
accessible ingress / egress to the building and classroom areas
locate at first floor for emergency access
located and integrated within the academic core area

goal
provide an appropriate learning environment for students who have physical, emotional, or educational needs requiring a self-contained space for part or all of the day

activities
small group instruction and group work
independent work
individual instruction

environmental considerations
environmental sound control
uniform and controllable lighting
electrical outlets for equipment
general room exhaust (restroom only)
adequate ventilation
proportion classroom for effective viewing and listening from all areas of the classroom
windows to provide natural light and egress
window treatment to darken room for AV presentation
lite in door for visual access and security purposes
LEGEND ///

**fixed furnishings**
- F1 base/wall cabinets and shelving (lockable)
- F2 student cubbies (10-15, 11"W x 13"D x 12"H, can double stack as long as they remain at student height)
- F3 wall shelving
- F4 marker board (on 2 walls, 6 LF minimum)
- F5 tackable/magnetic wall surface (6 LF minimum)
- F6 soap dispenser
- F7 towel dispenser
- F8 wall-mounted interactive electronic presentation device
- F9 classroom sink with bubbler
- F14 grab bars (36” and 42”)
- F18 mirror
- F19 toilet tissue holder
- F29 ADA shower accessories
- F30 bathroom sink
- F57 30” itinerant/aid station
- F60 shower curtain / rod

**loose furnishings**
- L1 stackable/nesting chairs (13-17)
- L3 teacher work surface with mobile storage and two chairs
- L6 mobile shelving (various)
- L7 teachers lockable wardrobe (18”x18”)
- L10 student desks (10-12)
- L11 adjustable height bookshelves
- L21 work table (round) (3)
- L63 resource media cart (optional)
- L76 filing cabinet

**AV & IT equipment**
- M2 color printer
- M7 desktop computer (3-5)

E-ACA-10 /// SELF CONTAINED CLASSROOM
size
450 SF

capacity/users
2-3 students
2 staff members

ancillary spaces
speech/ot/pt storage (E-ACA-12)

spatial relationships
near bus drop-off
near health clinic
elevator access
accessible ingress/egress to the building and classroom areas
located and integrated within the academic core area
locate at first floor for emergency evacuations

goal
provide an appropriate learning environment for students participating in speech, occupational, and physical therapy

activities
small group instruction and group work
independent work
individual instruction

environmental considerations
uniform and controllable lighting
adequate ventilation
windows to provide natural light and egress
environmental sound control
electrical outlets for equipment
proportion classroom for effective viewing and listening form all areas of the classroom
window treatment to darken room for AV presentation
lite in door for visual access and security purposes

LEGEND ///

fixed furnishings
F1 base/wall cabinets and shelving (lockable)
F3 wall shelving
F4 marker board (on 2 walls, 6 LF minimum each)
F5 tackable/magnetic wall surface (6 LF minimum)
F8 wall mounted interactive electronic presentation device
F9 classroom sink with bubbler
F62 sound enhancement system
F89 data drop

loose furnishings
L1 stackable/nesting chairs (5)
L2 stackable/nesting tables (5)
L3 teacher work surface with mobile storage and two chairs
L6 mobile shelving (various)
L7 teachers lockable wardrobe (18”x18”)
L11 adjustable height bookshelves
L63 resource media cart (optional)
L76 filing cabinet (lockable)

AV & IT equipment
M12 laptop computers (3-5)
size
150 SF

capacity/users
1-2 staff members

ancillary spaces
speech/ot/pt (E-ACA-11)

spatial relationships
near academic core classrooms
near special needs classrooms

goal
provide storage space for occupational and physical therapy apparatus and supplies

activities
storage of therapy apparatus and supplies

environmental considerations
uniform and controllable lighting
electrical outlets for equipment

LEGEND ///

● fixed furnishings
F91 storage shelving 24” deep

☐ loose furnishings
n/a

■ AV & IT equipment
n/a
size
75 SF

capacity/users
1 student
1 staff member

ancillary spaces
n/a

spatial relationships
across hallway from self contained classroom

goals
to provide a safe setting to calm agitated students

activities
a quiet space for emotional students
one-on-one instruction
quiet reflection space

environmental considerations
soft lighting
environmental sound control
views into independent area from the main instruction area via lite in door (shatter proof glass or flexion)
auditory privacy
no padding
floor drains
doors are not lockable

LEGEND ///

- fixed furnishings
  n/a

- loose furnishings
  n/a

- AV & IT equipment
  n/a
size
150 SF

capacity/users
2-4 people

ancillary spaces
n/a

spatial relationships
near self contained classroom and resource classrooms

goal
to provide a space for the special education coordinator to complete work plans, store student files, and hold meetings

activities
administrative duties
storing and retrieving supplies and equipment

environmental considerations
windows to provide natural light and egress
environmental sound control
electrical outlets for equipment
uniform lighting, areas of soft lighting
lite in door for visual access and security purposes

LEGEND ///

fixed furnishings
F5 tackable/magnetic wall surface (6 LF minimum)
F90 storage shelving (12” deep)
F92 storage shelving (18” deep)
F89 data drop

loose furnishings
L5 four drawer lateral file cabinet (lockable)
L11 adjustable height bookshelves (12 LF)
L12 admin workstation and chair
L15 task chair (2)
L18 lounge chair
L22 safe

AV & IT equipment
n/a

E-ACA-14 /// SPECIAL EDUCATION COORDINATOR OFFICE
E-ACA-15 /// TEACHER COLLABORATION ROOM
size
300 SF

capacity/users
10-15 staff members

ancillary spaces
staff restroom (E-BS-10)
storage

spatial relationships
near academic core classrooms
access to staff restroom(s) from within
access to storage from within

goal
provide a dual functional space where
adults can meet for committee work
and teachers can perform
administrative tasks
provide a space for storage of grade
level materials

activities
team staff meetings
lesson planning and grading
scheduling appointments
record keeping
develop and review teacher materials

environmental considerations
environmental sound control
uniform and controllable lighting
electrical outlets for equipment
adequate ventilation
window to provide natural light and
egress

LEGEND ///

● fixed furnishings
  F1 base/wall cabinets and shelving (lockable)
  F4 marker board (6 LF minimum)
  F5 tackable/magnetic wall surface (6 LF
  minimum)
  F6 soap dispenser
  F7 towel dispenser
  F8 wall mounted interactive electronic
  presentation device
  F9 classroom sink
  F50 lockers
  F58 kitchenette
  F89 data drop

○ loose furnishings
  L15 task chair (6)
  L17 printer station
  L19 conference table

■ AV & IT equipment
  M1 high speed and/or large format printers
  M2 color printer

E-ACA-15 /// TEACHER COLLABORATION ROOM
size
200 SF

capacity/users
2 staff members

ancillary spaces
n/a

spatial relationships
near academic core classrooms

goal
to provide secure room for atoring and handling of classroom materials, textbooks, and supplies

activities
storing and retrieving books and supplies

environmental considerations
uniform and controllable lighting
proper ventilation

LEGEND ///

○ fixed furnishings
F1 base/wall cabinets and shelving (minimum 200 LF of shelving)
F90 storage shelving 12” deep
F91 storage shelving 24” deep

○ loose furnishings
n/a

□ AV & IT equipment
n/a

E-ACA-16 /// TEXTBOOK / CART STORAGE
OUTDOOR CLASSROOM

- Shade structure or densely planted trees for shade protection
- Seating for 25-30
- Work tables
- Teaching surface (white board, or chalk board with room for pin-up space)
- ADA compliant ground surface. (concrete preferred)

Note: Provide water spigot and electrical outlets within close proximity to classroom area
**size**
900 SF

**capacity/users**
25-30 students
teachers
parents/volunteers
community members

**ancillary spaces**
n/a

**spatial relationships**
near growing gardens, if included
direct access to the science and art rooms is desirable
allow line of sight into space from building window

**goal**
provide an outdoor learning space
courage individual and group work through nature discovery

**activities**
planting
exploring
coursework
discussion
math, science, and art coursework

**accessibility standards**
meet the Americans with Disability Act guidelines
ADA compliant path from building to outdoor classroom

**special considerations**
should be built with regional materials to match building, if appropriate
noise, fumes, sunlight and slope should be considered during site selection
include a board for instruction
include a roof to protect from sun, rain and snow, if possible
if classroom is located near play area or other potential distractions, place wall or other visual barrier to further define classroom space
must be shaded. if trees are to be used for shade, plant spacing should be dense for rapid cover and roots should be protected from compaction with protective seat/retaining walls to keep students from walking on roots
all items lockable. located within perimeter fence (with vandal resistant finish), if one exists

**site elements**
all changes in finish surfaces should be delineated with a hard edge for ease of maintenance (e.g. do not place planter bed adjacent to lawn without a physical barrier such as a concrete walkway or metal edge
outdoor classrooms should be designed for three seasons with a roof or shaded cover
required elements include:
fixed or flexible seating (25-30)
outdoor white board (6 LF minimum) or flipchart
impervious or green roof, or PV trellis with vines (structurally able to hold plantings/soil for shade)
expected elements include:
hose bib with hose rack
native, low maintenance plants.
select for mature size and care.
choose plants for biodiversity that provide food or habitat to pollinators and wildlife.
seating and worktables’ pathways from building and around outdoor classroom area
all weather electrical outlets
optional elements include:
teacher demonstration table
composting area
outdoor kitchen
handwashing station
planters
benches
small storage for tools and equipment
size
garden sizes vary

capacity/users
students
teachers
parents/volunteers
community members

ancillary spaces
n/a

spatial relationships
direct access to the science and art rooms is desirable
community access should be considered

goal
to provide an outdoor learning space
that encourages individual and group work through growing local food

activities
planting
exploring
watering
math, science, and art coursework

accessibility standards
meet the americans with disability act guidelines
All beds should be raised to meet ADA guidelines considered

ADA compliant path to garden and around all garden beds

special considerations
optional, pending availability of a garden program to maintain the gardening beds
garden layout to be determined by site specific program and conditions
noise, fumes, sunlight and slope should be considered during site selection

site elements
consult Office of the State Superintendent of Education school garden specialist for best practices
gardens must receive 6-8 hours of direct sunlight per day
required elements for gardens include:
teacher demonstration table
expected elements for gardens include:
planting beds
organic soil
mulch
hose bib with hose rack
plants
pathways
tool shed
optional elements include:
composting area
digging bed
handwashing station
greenhouse
worktables
drip irrigation
apiary
E-LIB /// LIBRARY
READING / LEARNING / CIRCULATION ROOM
MAKERSPACE
SMALL GROUP / CONFERENCE ROOM
COMBINED OFFICE / WORKROOM
DEVICE CHARGING ROOM
size
2,720-4,820 SF

capacity/users
75-175 students
1-2 media specialist(s)
community patrons after school hours

ancillary spaces
makerspace (E-LIB-2)
small group/conference room (E-LIB-3)
combined office/workroom (E-LIB-4)
device charging room (E-LIB-5)

spatial relationships
circulation area located close to entrance/exit
near single user bathrooms for staffing and community needs

goals
to provide students, staff, and community with access to information and quiet study areas

activities
reading and research
circulation of materials and resources, including online catalogues
large group and small group instruction
provide meeting areas for community, staff, and parents
dramatic reading and storytelling
informal small group interactions
individual learning

environmental considerations
recessed floor outlets at tables
adequate ventilation
lighting appropriate to task with switches to dim in separate zones of library
environmental sound control
electrical outlets at entrance for future security system
electrical outlets at column locations
windows to provide natural sunlight zoned for after school hours use
ceiling height in proportion to room dimensions
open flow for traffic in reference/professional/periodical areas
electrical outlets in tow space of wall shelving
window treatment to darken room for AV presentation
mix of lounge furniture
consider lockdown safety protocols
LEGEND ///

bullet fixed furnishings
F1.1 casework (circulation desk)*
F4 marker board (two locations, 8 LF each)
F5 tackable / magnet wall surface
F8 wall mounted interactive electronic
  presentation device (2-3)
F45 library casework
F46 motorized projection screen (1-2)
F64 filtered water fountain with bubbler and
gooseneck bottle filler
F72 3D displays
F89 data drop
F110 2D displays

circulation desk must meet ada standards
and have sufficient space for librarian, two
students and a book drop

bullet loose furnishings
L1 stackable/nesting chairs (32-55 per
  student enrollment)
L6 mobile shelving**
L12 admin workstation and chair
L14 computer station (15-25)
L16 bound group rug (2) - by projection
  screens
L17 printer stations (3-5)
L18 lounge chair (15-25)
L21 work table (6-10 with various heights)
L51 laptop charging cart
L97 spring-loaded book cart (1-2)

bullet AV & IT equipment
M3 bar code reader
M5 digital scanner
M12 laptop computers (20-30)(hardwired)***

* circulation desk must meet ada standards
and have sufficient space for librarian, two
students and a book drop
**shelving is calculated as the maximum
capacity of the building X20 books/student;
10 inch (standard size books), 12 inch
(picture books, reference books, periodicals
and audiovisual storage), 18-24 inch
(equipment storage); shelving should include
forward facing shelves
***circulation desk needs 2-3 laptops
size
500 SF

capacity/users
10-15 students
teachers
guests
volunteers

ancillary spaces
reading/learning/circulation room (E-LIB-1)

spatial relationships
located within library suite with
easy public access and communal use;
access to outside when possible

goals
a flexible space to accommodate a variety
of hands-on learning and the
production of varied projects

activities
space for instruction in developing skills
in use of tools, materials, and
processes to apply knowledge of
planning and design to actual
fabrication of projects (project can
include: 3D printing, constructing
blocks/legos, constructing with
cardboard, etc.)

environmental considerations
uniform and controllable lighting
environmental sound control
electrical outlets for equipment
windows to provide natural light

adequate ventilation
window treatments to darken room for AV
presentations
access to outside when possible

LEGEND ///

fixed furnishings
F1 base/wall cabinets and shelving
F3 wall shelving
F4 marker board (6 LF minimum)
F5 tackable/magnetic wall surface (6 LF minimum)
F8 wall mounted interactive electronic
presentation device

F89 data drop

loose furnishings
L1 stackable/nesting chairs (16) or L73
student tall stools (16) (various heights)
L2 nesting tables (4-5)
L3 teacher work surface with mobile
storage and two chairs
L5 four drawer lateral file cabinet
L11 adjustable height bookshelves

AV & IT equipment
M1 high speed and/or large format printer
M5 digital scanner
M6 laminator
M7 desktop computer or M12 laptop
computer
M15 3D-printer (optional)
size
  300 SF

capacity/users
  8 people

ancillary spaces
  reading/learning/circulation room (E-LIB-1)

spatial relationships
  n/a

goals
  voice, video, data reception, and distribution
  security system location
  network management
  telephone wiring entry and distribution
  cable and CCTV reception and broadcasting
  IT infrastructure

activities
  group research projects
  meetings/teleconferencing
  listening and viewing

environmental considerations
  uniform and controllable lighting
  environmental sound control
  electrical outlets for equipment
  visual access to reading/learning/circulation area
  adequate ventilation
  window blinds for privacy during conferences

LEGEND ///

• fixed furnishings
  F1.1 casework (8-10 LF)
  F4 marker board (6 LF minimum)
  F8 wall mounted interactive electronic presentation device
  F89 data drop

○ loose furnishings
  L1 stackable/nesting chairs (8)
  L19 conference table

■ AV & IT equipment
  n/a
size
400 SF

capacity/users
2-4 staff members

ancillary spaces
reading/learning/circulation room (E-LIB-1)

spatial relationships
adjacent to office (optional)
adjacent to small group room
located behind circulation desk and whole class zone

goals
to provide a less visible and secure space for processing incoming materials and storage of materials
to provide a private space for media specialists and administration staff to professionally plan and collaborate

activities
scanning
digitizing
meetings
storage of materials
storage of a/v materials and videotapes

environmental considerations
uniform and controllable lighting
environmental sound control
visual access to reading/learning/circulation area
auditory privacy

LEGEND ///

fixed furnishings
F1 base/wall cabinets and shelving (base cabinets with power)
F1.1 casework (poster/map storage)
F3 wall shelving
F89 data drop

loose furnishings
L5 four drawer lateral file cabinet (1-2)
L11 adjustable height bookshelves (12 LF)
L12 admin workstation and chair (2)
L15 task chair
L21 work table

AV & IT equipment
M1 high-speed and/or large format printers
M2 color printer
M4 photocopy machine
M5 digital scanner
M6 laminator
M12 laptop computer (2)
READING / LEARNING / CIRCULATION ROOM

E-LIB-5 /// DEVICE CHARGING ROOM
size
150 SF

capacity/users
staff

ancillary spaces
reading/learning/circulation room (E-LIB-1)

spatial relationships
n/a

goals
to provide a less visible and secure space to charge various technology devices

activities
charging computers, av equipment and other technology

environmental considerations
uniform and controllable lighting with an appropriate visual comfort level
environmental sound control
HVAC control separate from media center
secure metal door
electrical outlets designed around a “parking” strategy for 5-6 laptop charging carts
due to the changing nature of technology, a device charging room is to be designed for flexibility of use
E-VA /// VISUAL ARTS

ART LAB
KILN ROOM
ART STORAGE
KEY

direct access  ←→
linked space  ..........  
enclosed space  
open space  ...

VISUAL ARTS ADJACENCY DIAGRAM
size
1,000 SF

capacity/users
20-25 students
1 teacher
1 student teacher
parent volunteers

ancillary spaces
kiln room (E-VA-2)
art storage (E-VA-3)

spatial relationships
centrally located with convenient access
to core academic classrooms and
media lab

goals
to provide an area for students to work
on a variety of art projects by exploring
the manipulation of a variety of
mediums
to develop technical and expressive skills

activities
drawing, painting, and print making
sculpture, model-making, collage, and
assembly
ceramics-clay
computer graphics and mixed media work
guest artist lectures
demonstrations
viewing prints/slides/movies/art videos
research, reading, and writing

individual and cooperative group work
storage of supplies, projects, and small
equipment
mixed media work

environmental considerations
uniform and controllable lighting
windows to provide natural light and
egress (preferably northern exposure)
environmental sound control
electrical outlets for equipment
include outlets on the wall above counter
spaces in raceway

LEGEND ///

fixed furnishings
F1 base/wall cabinets and shelving (9-32 LF
of 30" high base cabinets with wall
cabinets above paper storage cabinets,
two sinks different heights)
F2 students cubbies
F4 marker board (6 LF minimum)
F5 tackable/magnet wall surface
F6 soap dispenser (at each sink)

F7 towel dispenser (at each sink)
F8 wall mounted interactive electronic
presentation device
F84 two sinks (6 ft a part) large, kitchen
size with clay traps; cabinetry below
F89 data drop

loose furnishings
L3 teacher work surface with mobile
storage and two chairs
L7 teachers lockable wardrobe
L8 tall cabinet with shelves
L13 small table
L14 computer workstation (3)
L42 drying rack (2 with 40-80 slats)
L73 student tall stool (20-25)
L74 two person tall art table (10-13)

AV & IT equipment
M12 laptop computer
size
60 SF

capacity/users
1 staff member

ancillary spaces
art lab (E-VA-1)

spatial relationships
near art lab

goals
to provide an area properly equipped for ceramics and ceramics firing
storage for completed art work

activities
store 3D sculptural work
house kiln equipment
firing of ceramics

environmental considerations
lighting appropriate to task
adequate ventilation with vents to the outside for kiln and controlled by a thermostat
specialized electrical outlets for equipment

LEGEND ///

fixed furnishings
F1.1 casework
F103 floor drain

loose furnishings
L44 kiln
L45 bisqueware shelving

AV & IT equipment
n/a
size
150 SF

capacity/users
1-2 staff members

ancillary spaces
art lab (E-VA-1)

spatial relationships
near art lab

goals
to provide lockable storage for art supplies, portable equipment, technology, peripherals, and materials

activities
storage

environmental considerations
uniform and controllable lighting
electrical outlets for equipment

LEGEND ///

fixed furnishings
F1.1 casework (tall cabinets, paper storage, and hazardous materials)
F5 tackable wall surface
F89 data drop
F92 storage shelving 18” deep (metal)
F103 floor drain

loose furnishings
L5 four drawer lateral file cabinet
L42 drying racks (2)
L45 bisqueware shelving

AV & IT equipment
n/a
E-PA /// MUSIC
GENERAL MUSIC ROOM
GENERAL MUSIC STORAGE
KEY ///
direct access ←→
linked space ⋯⋯⋯
enclosed space ⊛
open space ⠂⠂
**size**
900 SF

**capacity**
20-25 students
1 teacher
parents/volunteers

**ancillary spaces**
genereal music storage (E-PA-2)

**spatial relationships**
co-locate near rooms with similar functions and noise levels

**goals**
to provide students with the opportunity to explore and develop skills in music through large group, ensemble, and solo experiences

**activities**
listen, analyze, describe, and compose music (stereos, CD players, computers and printer, laser discs)
sing alone and with others (solos, duets, trios, ensembles, large groups)
guest speakers and performers (solo and ensembles)
group instruction (small and large) choral, speech, theatrics (musicals, operas)
view educational videos for music enrichment
extra-curricular after school activities (i.e., Odyssey of the Mind, church groups

play in small and large group ensemble with instruments (keyboard, percussion, etc.)

**environmental considerations**
uniform and controllable lighting
environmental sound control
electrical outlets for equipment including floor mounted outlets with secure covers
sound insulation in walls (extended above ceiling to underside of deck)
acoustical wall treatments
adequate ventilation
proportion classroom for effective viewing and listening from all areas of the classroom
auditory privacy
drinking fountain in classroom
layout should consider teaching space and breakout space

**LEGEND ///**

- **fixed furnishings**
  F1.1 casework (paper storage cabinets, 8-10 LF)
  F4 marker board (16 LF, 1/2 with music staff bars)
  F5 tackable/magnetic wall surface
  F8 wall mounted interactive electronic presentation device
  F9 classroom sink
  F64 filtered water fountain with bubbler and gooseneck bottle filler
  F89 data drop

- **loose furnishings**
  L7 teachers lockable wardrobe
  L11 adjustable height bookshelves (24 LF)
  L12 admin workstation and chair
  L14 computer station (2)
  L29 choral risers (moveable)
  L30 mobile a/v cabinet
  L31 posture chair (25)
  L32 conductor’s podium and stool
  L33 digital upright piano
  L47 music stand (25)

- **AV & IT equipment**
  M12 laptop computer

**E-PA-1 /// GENERAL MUSIC ROOM**
size
250 SF

capacity
1 staff member

ancillary spaces
general music room (E-PA-1)

spatial relationships
n/a

goals
to provide adequate storage for choral risers, accessories, and equipment

activities
storage and simple repair of accessories and equipment
play instruments in small ensembles and large group (keyboard, orff, percussion, etc.)

environmental considerations
uniform and controllable lighting
electrical outlets for equipment

LEGEND ///

● fixed furnishings
F90 storage shelving 12” deep
F92 storage shelving 18” deep
*total shelving shall support storage of 25 keyboards, orff instruments, and assorted percussion instruments

☐ loose furnishings
L5 four drawer lateral file cabinet

■ AV & IT equipment
n/a
E-PE /// PHYSICAL EDUCATION

GYMNASIUM
STAGE
OFFICE
STORAGE
CHAIR STORAGE
BICYCLE STORAGE
OUTDOOR PE STORAGE
PLAYGROUNDS
PHYSICAL EDUCATION ADJACENCY DIAGRAM
size
3,400 - 5,000 SF (clear floor area)

capacity/users
20-25 students per class
2-3 teachers
parents and community members for meetings
5,000 SF classroom should be lined to host two class sections at one time

ancillary spaces
stage (E-PE-2)
office (E-PE-3)
storage (E-PE-4)
chair storage (E-PE-5)
bicycle storage (E-PE-6)
outdoor PE storage (E-PE-7)

spatial relationships
near public restrooms and staff locker/shower, with easy access
access to outdoor physical education and covered play areas
near parking
located with easy access to rest of school, but must be able to close off area for security during evening activities

goals
to provide space for PE classes to meet
to provide space for students to present performances

activities
athletic skills and leadership games

adaptive physical education
student assemblies and programs
lectures/teaching
community use

environmental considerations
uniform and controllable lighting
environmental sound control
adequate sound control/acoustics
clear height of 20’ from floor to nearest obstruction
electrical outlets for equipment structure, lighting, and ducts designed not to trap PE balls
ceiling heights should be proportional to room volume
adjoining room with window darkening capabilities
proper AV equipment for front and back of house acoustics
*bleachers are not a priority at this age range

LEGEND ///

fixed furnishings
F1.1 casework (9-32 LF storage)
F4 marker board (6 LF minimum, 2 sides of gym with electrical outlet below)

F22 basketball operable goals (adjustable height, rims, hoops, ceiling hung or portable)
F23 operable partition-motorized
F24 climbing wall
F64 filtered water fountain with bubbler and gooseneck bottle filler
F89 data drop
F108 safety padding
F109 stereo with Xbox and Wii connection ability (with connection to A/V equipment/speakers from inside gym space)

loose furnishings
L1 stackable/nesting chairs
L30 mobile A/V cabinet

AV & IT equipment
n/a

E-PE-1 /// GYMNASIUM
NOTE //
Retractable stages should be considered.
size
850 SF

capacity/users
20-25 students
teachers
parents/volunteers
community members

ancillary spaces
- gymnasium (E-PE-1)
- student dining area/multipurpose (E-SD-1)

spatial relationships
- near chair storage
- near music rooms if possible

goals
- to provide space for students to present performances

activities
- student assembly/award programs
- theatrical/musical performances
- in-service conferences

environmental considerations
- uniform/theatrical lighting
- environmental sound control
- electrical outlets for equipment
- stage to be no more than 21” above gymnasium floor
- direct ADA and convenient access to stage via stairs/ramp
- fixed construction or “Murphy” retractable

LEGEND ///

fixed furnishings
- F18 mirror
- F31 stage curtains
- F46 motorized projection screen

- F89 data drop
- F93 theatre and stage equipment (sound and lights on joists)

loose furnishings
- L29 choral risers
- L32 conductor’s podium and stool
- L37 dance barres

AV & IT equipment
- n/a

E-PE-2 /// STAGE
size
150-225 SF

capacity/users
1-2 staff members

ancillary spaces
gymnasium (E-PE-1)

spatial relationships
adjacent to PE Storage
visual access to gymnasium
near restrooms

goals
to provide space for PE teachers and administrators

activities
scheduling
planning
maintaining records
meetings/teleconferencing
coaching

environmental considerations
uniform lighting
environmental sound control
electrical outlets for equipment
windows to provide natural light, desirable
visual access to gymnasium
auditory privacy

LEGEND ///

fixed furnishings
F4 marker board (6 LF)
F5 tackable magnet/wall surface
F89 data drop

loose furnishings
L5 four drawer lateral file cabinet
L7 teacher lockable wardrobe
L11 adjustable height bookshelves
L12 admin workstation and chair
L13 Small table (round)
L15 task chairs (2)

AV & IT equipment
M12 laptop computer
E-PE-4 /// STORAGE
**size**
300-400 SF

**capacity/users**
1-2 staff members

**ancillary spaces**
gymnasium (E-PE-1)

**spatial relationships**
n/a

**goals**
to provide convenient and adequate storage for all physical education equipment

**activities**
storage of PE equipment such as tumbling mats, ball bins, etc.

**environmental considerations**
uniform lighting
leave space below shelving on one wall for portable bins

---

**fixed furnishings**
- F21 peg board
- F90 storage shelving 12” deep
- F92 storage shelving 18” deep (metal/wire)

**loose furnishings**
- L35 ball bins
  - varied and dynamic equipment suited to store PE equipment

**AV & IT equipment**
n/a
size
100-200 SF (or as required to accommodate seating quantity)
capacity/users
1 staff member
ancillary spaces
n/a
spatial relationships
gymnasium (E-PE-1)
goals
to provide adequate storage for folding chairs to be used within gymnasium
activities
storage of chairs
environmental considerations
uniform lighting
controllable lighting

LEGEND ///
● fixed furnishings
n/a
○ loose furnishings
L41 chair dollies
■ AV & IT equipment
n/a
size
150 SF (can be combined with storage) (E-PE-5)

capacity/users
1 staff member

ancillary spaces
outdoor PE storage (E-PE-7)
playground (E-PE-8)

spatial relationships
gymnasium (E-PE-1)

goals
to provide adequate storage for bikes and other P.E. equipment to be used within gymnasium

activities
storage of bikes and other P.E. equipment

environmental considerations
uniform lighting
controllable lighting

LEGEND ///
● fixed furnishings
F111 bike rack

☐ loose furnishings
n/a

■ AV & IT equipment
n/a

E-PE-6 /// BICYCLE STORAGE
size
100-200 SF

capacity/users
1 staff member

ancillary spaces
gymnasium (E-PE-1)

spatial relationships
close proximity to play areas outside for ease of access
exterior access

goals
to provide convenient and adequate storage for outdoor physical education equipment

activities
storage of outdoor PE equipment

environmental considerations
uniform lighting
leave space below shelving on one wall for portable bins

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LEGEND ///

★ fixed furnishings
F21 peg board
F90 storage shelving 12” deep
F92 storage shelving 18” deep (metal/wire)

★ loose furnishings
L35 ball bins
*varied and dynamic equipment suited to store PE equipment

■ AV & IT equipment
n/a
Playground design to be determined by site specific program and conditions
size
playground size to be determined during site specific program and conditions

capacity
students
staff
parents/volunteers
community members

ancillary spaces
outdoor classroom (E-ACA-17)

spatial relationships
near academic core areas
designated classrooms may have direct access to playgrounds
public access
close proximity to water fountains and trash cans
shaded areas (structured, play equipment and/or landscaping)

goals
provide playground areas to allow for a range of ages, abilities and interests to accommodate a variety of spaces including play equipment, open space, outdoor classrooms, garden beds, fields and courts.

activities
inclusive interactive features that allow an opportunity for swinging, balancing, climbing, sliding, tactile, and imaginary and sensory play
open space areas should allow for running, biking, hard surface games (e.g. four square, hopscotch, etc.), imaginary play, and quiet time.

site and equipment considerations
locate equipment with moving parts at the perimeter of the play area
soft surfacing in all fall zones
ensure safe zones are around all moving equipment
include a variety of types of play elements to encourage tactile, imaginary, and sensory play
include tables and chairs for age group
include hard surface with basketball courts and group games, if space allows

accessibility standards
meet or exceed the Americans with Disability Act guidelines and include inclusive play elements
playground design to be determined by site specific program and conditions
E-AD /// ADMINISTRATION

ENTRANCE LOBBY
WELCOME CENTER
SECURITY AREA
CONFERENCE ROOM
PRINCIPAL’S OFFICE
ADMINISTRATIVE OFFICE
ADMINISTRATIVE WORKROOM
RECORDS ROOM
PARENT RESOURCE CENTER (OPTIONAL)
COUNSELOR’S OFFICE
STUDENT SERVICES
STUDENT SERVICES CONFERENCE
EXTRA-CURRICULAR WORKROOM/
PROGRAM OFFICE
STAFF LOUNGE
WELLNESS / LACTATION ROOM
ADMINISTRATION ADJACENCY DIAGRAM

KEY ///

direct access
linked space
enclosed space
open space

WELCOME CENTER

STUDENT SERVICES CONFERENCE

COUNSELOR’S OFFICE

PARENT RESOURCE CENTER*

SECURITY AREA

ADMINISTRATION OFFICES

STAFF LOUNGE

RECORDS ROOM

CONFERENCE ROOM

WELLNESS ROOM

HEALTH SUITE

EXTRA-CURRICULAR WORKROOM/PROGRAM OFFICE

STUDENT DINING AREA / MULTIPURPOSE

EXTERIOR
capacity/users
3-4 staff members
security officers

ancillary spaces
n/a

spatial relationships
adjacent to main entry
direct access to welcome center
direct access to security area

goals
to greet visitors and provide a welcoming access to the school
to serve as a check-in and checkpoint for school visitors and attendees

activities
greet and welcome students, staff, and visitors
central gathering and meeting area for school community
security screenings of students, staff, and visitors
monitor main entrance to school

environmental considerations
uniform and controllable lighting
environmental sound control
aesthetically pleasing
windows for natural sunlight
acoustically treated

LEGEND ///

fixed furnishings
F72 3D displays
F89 data drop

loose furnishings
L12 admin workstation and chair
L13 small table
L15 task chair

AV & IT equipment
M7 desktop computer
M10 metal detectors
M11 x-ray equipment
size
460-650 SF

capacity/users
10 people
administrative assistants
visitors/parents
students

ancillary spaces
n/a

spatial relationships
located inside the main administrative area directly accessible from entry vestibule
near public restrooms
maximize views to exterior and main entry
public address alcove
closet (lockable)

goals
to provide a space designed to help students and visitors feel welcome
to provide easily accessed information

activities
greeting visitors
waiting for students or staff
student waiting/pick up area
workstation for administrative assistant

environmental considerations
uniform and controllable lighting
adequate ventilation
environmental sound control
electrical outlets for equipment windows to provide natural sunlight
administrative area should be mechanically zoned for year round use
interior windows
no visual access to the public of computer screens, paperwork, etc.

LEGEND ///

fixed furnishings
F3 wall shelving
F5 tackable/magnetic wall surface
F26 reception counter
F89 data drop

loose furnishings
L13 small table (3)
L15 task chair (4)
L18 lounge chairs (4-6)
L21 work table (for check in station)

AV & IT equipment
M2 color printer
M4 photocopy machine
M12 laptop computer

E-AD-2 /// WELCOME CENTER
size
75 SF

capacity/users
1 staff member

ancillary spaces
n/a

spatial relationships
adjacent to main entry

goals
to serve as a check-in and checkpoint for non-school visitors

activities
check-in/out visitors
monitor main entrance to school
workstation for security office

environmental considerations
uniform and controllable lighting
environmental sound control
recessed electrical outlets located in floor

LEGEND ///

- fixed furnishings
  - F89 data drop

- loose furnishings
  - L12 admin workstation with chair

AV & IT equipment
n/a
PRINCIPAL'S OFFICE

E-AD-4 /// CONFERENCE ROOM
size
200 SF

capacity/users
6-8 people

ancillary spaces
n/a

spatial relationships
near welcome center
centrally located within administrative area
adjacent and access to principal’s office

goals
to provide a place for administrative conferences or meetings

activities
conferences with staff, parents, and visitors

environmental considerations
uniform and controllable lighting
environmental sound control
electrical outlets for equipment
windows to provide natural sunlight, desirable auditory privacy

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LEGEND ///

- fixed furnishings
  F1.1 casework
  F4 marker board (6 LF minimum)
  F5 tackable/magnetic wall surface (6 LF minimum)
  F110 2D display
  F89 data drop

- loose furnishings
  L19 conference table (with technology installations - VGA jacks, data outlets, power outlets, etc.)
  L20 executive chair (8)

- AV & IT equipment
  n/a
**size**  
200 SF  

**capacity/users**  
1-5 people  

**ancillary spaces**  
conference room (E-AD-4)  

**spatial relationships**  
near main entry  
near administrative assistant  
adjacent and access to conference room  

**goals**  
to provide an office for the principal to give instructional leadership in a personal and organized environment for students, staff, and community  

**activities**  
conferences with staff, parents, and visitors  
curriculum development  
research and planning  
telephone communications  
dealing with personnel issues  
coordination of school and support services  

**environmental considerations**  
uniform and controllable lighting  
environmental sound control  
electrical outlets for equipment  
windows to provide natural sunlight, desirable  
auditory privacy  

view to entrance, parking lot and/or circulation (optional)  

**LEGEND ///**  

**fixed furnishings**  
F4 marker board  
F5 tackable/magnet wall surface (6 LF min)  
F89 data drop  

**loose furnishings**  
L5 four drawer file cabinet  
L7 teacher’s lockable wardrobe  
L11 adjustable height bookshelves (12 LF)  
L12 admin workstation and chair  
L15 task chair (4-6)  
L20 executive chair  
L50 small conference table  

**AV & IT equipment**  
M12 laptop computer  

E-AD-5 /// PRINCIPAL’S OFFICE
size
150 SF

capacity/users
1-4 people

classrooms

ancillary spaces
n/a

spatial relationships
may be located near academic core for supervision
may be located near administration suite

goals
to provide an office for the assistant principal or other administrative staff
to perform administrative functions

activities
conferences with parents
student interaction
conferences with individual teachers or small groups
telephone communications (private)
research and planning
coordination of school and support services

environmental considerations
uniform lighting, areas of soft lighting
environmental sound control
electrical outlets for equipment
windows to provide natural sunlight, desirable
auditory privacy

LEGEND ///

fixed furnishings
F4 marker board (6 LF minimum)

loose furnishings
L5 four drawer lateral file cabinet
L7 teachers lockable wardrobe
L11 adjustable height bookshelves (12 LF)
L12 admin workstation and chair
L15 task chair (2-4)
L20 executive chair
L50 small conference table

AV & IT equipment
M12 laptop computer
size
250-400 SF

capacity/users
2-3 people

ancillary spaces
n/a

spatial relationships
near welcome center
adjacent to mail room

goals
to provide an area for information to be recorded

activities
copying
collating
sorting of files
preparing communications for mailing
binding reports
telephone communications

environmental considerations
uniform lighting, areas of soft lighting
environmental sound control
electrical outlets for equipment
auditory privacy

LEGEND ///

fixed furnishings
F1 base/wall cabinets and shelving
F1.1 casework (mail slots - 12" wide x 6" high
x 15" deep with 65, 80, 95 total slots and
pass-through cabinets below)
F4 marker board (6 LF min)
F5 tackable/magnetic wall surface (6 LF min)
F6 soap dispenser
F7 towel dispenser
F89 data drop

loose furnishings
L15 task chair (2-4)
L17 printer station
L21 work table

AV & IT equipment
n/a

E-AD-7 /// ADMINISTRATIVE WORKROOM
E-AD-8 /// RECORDS ROOM
size
150 SF

capacity/users
1-2 people

ancillary spaces
n/a

spatial relationships
near main office

goals
to provide secure, fireproof, and adequate storage for money, records, and other valuable items

activities
storing of money and other valuable items
storage of files and records
accessible to administration staff

environmental considerations
uniform and controllable lighting
security of door

LEGEND ///

fixed furnishings
F89 data drop

loose furnishings
L5 four drawer lateral file cabinet (8-10 fireproof file cabinets)
L13 small table
L15 chair
L22 safe

AV & IT equipment
n/a

E-AD-8 /// RECORDS ROOM
size
200 SF

capacity/users
1-8 people

ancillary spaces
n/a

spatial relationships
near principal’s office
near welcome center

goals
*only required in title 1 schools, optional in all other schools
to provide a place for parents to meet and work when they volunteer at school
to provide a place for parents to store their personal belongings
to provide a space for parents to check out and use parenting sources

activities
small group meetings
work area
storage for personal items
parent training
private consultation
parent employment research
volunteer registration

environmental considerations
uniform and controllable lighting
environmental sound control
moisture and stain resistant finishes
adequate exhaust/ventilation

LEGEND ///

fixed furnishings
F1 base/wall cabinets and shelving
F1.1 casework (wall cabinets)
F4 marker board
F5 tackable/magnet wall surface
F6 soap dispenser
F7 towel dispenser
F9 classroom sink
F18 mirror
F89 data drop

loose furnishings
L2 stackable/nesting tables
L5 four drawer lateral file cabinet
L11 adjustable height bookshelves (20 LF)
L14 computer workstation (2-3 - laptop)
L15 task chair (10)
L18 lounge chairs
L22 safe
L26 refrigerator

AV & IT equipment
n/a
size
150 SF

capacity/users
2-3 people

ancillary spaces
n/a

spatial relationships
near student services
near welcome center

goals
to provide counseling and other
student support services in a
professional environment that is easily
accessible to students, staff, parents,
and the community

activities
counseling for students and parents
administrative paperwork
enrollment and orientation of new
students

environmental considerations
uniform lighting
environmental sound control
electrical outlets for equipment
windows to provide natural light

LEGEND ///

● fixed furnishings
  F1.1 casework (8 LF)
  F4 marker board
  F5 tackable/magnetic wall surface (6 LF min)
  F89 data drop

☐ loose furnishings
  L5 four drawer lateral file cabinet (2)
  L11 adjustable height bookshelves
  L12 admin workstation and chair
  L15 task chair (2)
  L50 small conference table (round - 4 people)

■ AV & IT equipment
  n/a
size
150 SF

capacity/users
1-4 people
counselors
psychologist
social worker
students and parents
staff
teachers

ancillary spaces
n/a

spatial relationships
near academic core areas
near staff restrooms

goal
provide a flexible space to accommodate
mental health services, counselors,
and small group meetings

activities
one-on-one counseling
group counseling
parent teacher meetings
mental health services

environmental considerations
windows to provide natural light on an
exterior wall if possible
environmental sound control
uniform and controllable lighting

auditory and visual privacy
lite in door for visual access and security
purposes

LEGEND ///

fixed furnishings
F1.1 casework (12 LF, lockable)
F4 marker board (6 LF minimum)
F89 data drop
F113 IEP fax line

loose furnishings
L5 four drawer lateral file cabinet
L7 teacher’s lockable wardrobe (optional)
L11 adjustable height bookshelves
L12 admin workstation and chair
L13 small table
L15 task chair
L18 lounge chair

AV & IT equipment
M12 laptop computer
size
200 SF

capacity/users
6-8 people

ancillary spaces
n/a

spatial relationships
adjacent and access to speech and ot/pt

goals
to provide a place for administrative and student conferences or meetings

activities
conference with staff, students, parents, and visitors

environmental considerations
uniform and controllable lighting
environmental sound control
electrical outlets for equipment
auditory privacy
windows to provide natural light

LEGEND ///

fixed furnishings
F1.1 casework (base with wall cabinets, 12 LF)
F4 marker board (6 LF min)
F5 tackable/magnetic wall surface (6 LF min)
F89 data drop
F113 iep fax line

loose furnishings
L2 stackable/nesting tables
L20 executive chairs (10)

AV & IT equipment
n/a
size
300 SF

capacity/users
2-4 people

ancillary spaces
n/a

spatial relationships
near public use spaces
near gymnasium and student dining area/multipurpose
access to main corridor

goals
office and storage area for before/after school program coordinators

activities
administrative duties
storing and retrieving supplies and equipment
teaching/tutoring and counseling

environmental considerations
uniform lighting, areas of soft lighting
environmental sound control
electrical outlets for equipment
windows to provide natural sunlight and egress

LEGEND ///

fixed furnishings
F5 tackable/magnetic wall surface (6 LF min)
F89 data drop
F90 storage shelving - 12” deep
F92 storage shelving - 18” deep

loose furnishings
L5 four drawer lateral file cabinet
L11 adjustable height bookshelves (12 LF)
L12 admin workstation and chair
L15 task chair (2)
L18 lounge chair
L22 safe

AV & IT equipment
n/a

E-AD-13 /// EXTRA-CURRICULAR WORKROOM / PROGRAM OFFICE
size
450 SF

capacity/users
10-20 people

ancillary spaces
n/a

spatial relationships
near welcome center

goals
to provide a place for teachers, administrators, and staff to lounge, collaborate and eat

activities
a breakout space for teachers, administrators, and staff to lounge, collaborate, eat and socialize

environmental considerations
uniform lighting, areas of soft lighting
environmental sound control
electrical outlets for equipment
auditory privacy

fixed furnishings
F1 base/wall cabinets and shelving
F1.1 casework (base/wall cabinets and shelving)
F4 marker board (6 LF min)
F5 tackable/magnetic wall surface (6 LF min)
F6 soap dispenser
F7 towel dispenser
F58 kitchenette
F82 drinking fountain with water bottle filler
F89 data drop

loose furnishings
L13 small tables - seat 4 (2+)
L15 task chairs (10-20)
L18 lounge chairs (5)
L21 work table (2) (rectangular along the wall)
L67 microwave
L68 refrigerator / commercial

AV & IT equipment
n/a
E-AD-15 /// WELLNESS / LACTATION ROOM
size
150 SF

capacity/users
1 person

ancillary spaces
n/a

spatial relationships
near staff lounge

goals
to provide a space for teachers and administrators wellness needs including pumping

activities
wellness and pumping

environmental considerations
uniform lighting, areas of soft lighting
environmental sound control
electrical outlets for equipment
auditory privacy
visual privacy

LEGEND ///

● fixed furnishings
  F89 data drop

☐ loose furnishings
  L12 admin workstation and chair
  L18 lounge chair (2)
  L68 commercial refrigerator

☐ AV & IT equipment
  n/a

E-AD-15 /// WELLNESS / LACTATION ROOM
E-HS /// **HEALTH SUITE**

WAITING AREA
TREATMENT AREA
COTS
OFFICE
TOILET
STORAGE
size
150 SF

capacity/users
1-2 people

ancillary spaces
treatment area (E-HS-2)
storage (E-HS-6)

spatial relationships
may be located near academic core for supervision
may be located near administration suite

goals
administrative and meeting area for health

activities
meeting area for students, parents, or guardians
administrative activities by school nurse
private conversations

environmental considerations
uniform lighting, areas of soft lighting
environmental sound control
electrical outlets for equipment
visual and auditory privacy
visual control to welcome center or corridor

LEGEND ///

● fixed furnishings
F89 data drop

◇ loose furnishings
L18 lounge chair (non-porous)
L80 brochure display stand

☐ AV & IT equipment
n/a
**size**
150 SF

**capacity/users**
1-2 people

**ancillary spaces**
- waiting area (E-HS-1)
- cots (E-HS-3)
- office (E-HS-4)
- toilet (E-HS-5)
- storage (E-HS-6)

**spatial relationships**
- near welcome center
- near lobby entrance

**goals**
- provide school based health services

**activities**
- first aid
- consultation with students
- health screening
- medical treatments
- medication administration
- student resting while awaiting pick-up by
  parent or guardian

**environmental considerations**
- uniform lighting, areas of soft lighting
- environmental sound control, per current
  Building Code, DCPS/DOH
  requirements
- electrical outlets for equipment
- auditory and visual privacy
- stain resistant floor covering

- sink with hot and cold water
- adequate ventilation
- locate away from rooms with copiers,
  interferes with hearing screening
- visual control to waiting area,
  welcome center, and cots.
- all surfaces and furnishings should be
  non-porous for easy cleaning
- all doors should be locked for privacy, but
  should be lockable from the outside
  with a key

**LEGEND ///**

- **fixed furnishings**
  - F1 base/wall cabinets and shelving (place for
    refrigerator connected to back-up
    generator)
  - F1.1 casework (seamless non-porous
    counter)
  - F5 tackable/magnetic wall surface (6 LF min)
  - F6 soap dispenser
  - F7 towel dispenser
  - F9 classroom sink
  - F25 treatment cubicle curtains - Ceiling
    mounted curtains to provide privacy
to each cot. Must be easily removable for
  cleaning; solid panel for privacy with
  mesh at top for ventilation

- F89 data drop
- F113 IEP fax line
- F116 sink mounted eye washing station
- F121 wall-mounted medication cabinet
  (lockable)

- **loose furnishings**
  - L1 stackable/nesting chairs (2-3)
  - L13 small table
  - L18 lounge chairs
  - L24 mobile exam table
  - L25 nurse stool
  - L26 refrigerator (lockable)
  - L70 ice maker

- **AV & IT equipment**
  - n/a

**E-HS-2 /// TREATMENT AREA**
size
100 SF

capacity
2-4 people

ancillary spaces
located near the toilet in the health suite

spatial relationships
located within health suite
near welcome center
near lobby entrance

goals
to provide school based health services

activities
a resting place for students and staff
when feeling ill

environmental considerations
uniform lighting, areas of soft lighting
environmental sound control
stain resistant floor covering
visual and auditory privacy
adequate ventilation
visual control from office and waiting or
welcome center

LEGEND ///

fixed furnishings
F25 treatment cubicle curtains - Ceiling
mounted curtains to provide privacy
to each cot. Must be easily removable for
cleaning; solid panel for privacy with
mesh at top for ventilation

loose furnishings
L1 stackable/nesting chairs (2)
L27 health suite cot (2)

AV & IT equipment
n/a
size
100 SF

capacity/users
1-3 people

ancillary spaces
- treatment area (E-HS-2)
- storage (E-HS-6)

spatial relationships
- located within health suite

goals
- to provide an office for the school nurse to meet with parents, students, and teachers
- to provide an office for the school nurse to perform administrative functions

activities
- conferences with parents
- student interaction
- conferences with individual teachers or small groups
- telephone communications (private)
- research and planning
- coordination of school and support services

environmental considerations
- uniform lighting, areas of soft lighting
- environmental sound control, per current Building Code, DCPS/DOH requirements
- electrical outlets for equipment

windows to provide natural sunlight, desirable
auditory privacy
visual control of cot area
visual connection to welcome center and/or corridor, if possible

LEGEND ///

- fixed furnishings
  - F5 tackable/magnetic wall surface (6 LF min)
- F89 data drop

- loose furnishings
  - L5 four drawer lateral file cabinet
  - L11 adjustable height bookshelves (12 LF)
  - L12 admin workstation and chair
  - L18 lounge chair (1+)

- AV & IT equipment
  - M7 desktop computer
size
50 SF

capacity/users
1 person

ancillary spaces
n/a

spatial relationships
located within health suite

goals
provide a private bathroom for health suite

activities
personal and health needs for the health suite
changing clothes

environmental considerations
uniform and controllable lighting
environmental sound control
adequate exhaust/ventilation
moisture- and stain- resistant finishes

LEGEND ///

fixed furnishings
F1.1 casework (wall cabinets)
F6 soap dispenser
F7 towel dispenser
F14 36” and 42” grab bars
F18 mirror
F19 toilet tissue holder
F30 bathroom sink
F74 coat hook-bathroom accessory
F75 sanitary napkin dispenser
F76 sanitary napkin disposal
F102 toilet
F115 hand dryer

loose furnishings
N/A

AV & IT equipment
n/a
E-HS-6 /// STORAGE
size
25 SF

capacity/users
1 person

ancillary spaces
located near the toilet in the health suite

spatial relationships
adjacent and access to the waiting area

goals
to provide storage for medical supplies and equipment

activities
storing chemicals, equipment, and supplies

environmental considerations
uniform lighting
security of equipment, supplies, and medicine
security of door

LEGEND ///

● fixed furnishings
F90 storage shelving (12” deep)
F92 storage shelving (18” deep)

○ loose furnishings
n/a

■ AV & IT equipment
n/a
E-SD /// STUDENT DINING

STUDENT DINING AREA
MULTIPURPOSE (OPTIONAL)
STAGE (OPTIONAL)
CHAIR / TABLE STORAGE
KITCHEN AND FOOD PREPARATION
SERVING AREA
DRY FOOD STORAGE
FREEZER / COOLER
WARE WASHING
CLEANING STORAGE
FOOD SERVICE OFFICE
STAFF TOILET / SHOWER / LOCKERS
FOOD PREP AND SERVING AREA

CHAIR/TABLE STORAGE

OUTSIDE

E-SD-1 /// STUDENT DINING AREA
size
2,030-4,375 SF

capacity/users
1/3 of the projected capacity per lunch period
3-6 staff members
members of community (after hours)

ancillary spaces
stage (E-SD-3)
chair/table storage (E-SD-4)
serving area (E-SD-6)

spatial relationships
centrally located to office area, classrooms, and media center near parking and entry to building

goals
to provide a pleasant atmosphere for students to eat meals (assume population served over three lunch periods)
to provide a flexible meeting space for groups if needed

activities
student dining
school and community programs
meetings and activities

environmental considerations
uniform and controllable lighting
adequate ventilation
electrical outlets for equipment
environmental sound control
higher than normal ceiling height
electrical outlets for student use
provide sound system
provide large motorized projection screen
with ceiling mounted projector
configure larger spaces to manage sound and for multiple users
cleanable building surfaces
good sight lines to all areas of the room for supervision
window treatment to darken room for AV presentation; this is required if the stage is located in this area
outlets and data ports for salad bar and point of sale locations; flush to ground with cover

LEGEND

fixed furnishings
F4 marker board (on two walls - 16 LF each with electric outlet below)
F64 filtered water fountain with bubbler and goose neck bottle filler
F65 recycling center (work with food service staff on location and design)
F89 data drop

loose furnishings
L39 cafeteria tables (tables and seating to accommodate 1/3 of school capacity- vary seating options and heights)
L40 point of sale station
L41 chair dollies
L98 recycling bins (cafeteria)
L99 composting bins (cafeteria)
L100 waste bins (cafeteria)
L101 salad bar

AV & IT equipment
n/a

E-SD-1 /// STUDENT DINING AREA
capacity/users
cafeateria:
1/3 of the school capacity per lunch period
3-6 staff members
auditorium:
Auditorium for presentation and other large school functions
Parents and community members (after hours)
gymnasium:
20-25 students per class
2-3 teachers
Assemblies to accommodate at least 1/2 of the student body

ancillary spaces
serving area (E-SD-6)
stage (E-SD-3)
chair/table storage (E-SD-4)
office (E-PE-3)
storage (E-PE-4)
spatial relationships
near public restrooms
near visitor parking and entry to building
located with easy access to rest of school, but must be able to close off area for security during evening activities
goals
to provide space for PE classes to meet

to provide a pleasant atmosphere for students to eat meals (assume population served over three lunch periods)
to provide a flexible meeting space for groups if needed, this space will also serve as the school’s gymnasium and auditorium for presentation or other large school functions with a seating capacity of over 350 people
*this space is an alternative to traditional cafeteria and gym spaces where site space is limited and co-location must occur

activities
student dining
school and community programs
meetings and activities
athletic skills and leadership games
adaptive physical education
student assemblies and programs
lectures/teaching
community use

environmental considerations
uniform and controllable lighting
environmental sound control
electrical outlets for equipment
adequate ventilation

higher than normal ceiling height
provide sound system
provide large motorized projection screen with ceiling mounted projector
configure larger spaces to manage sound and for multiple users
cleanable building surfaces
good sight lines to all areas of the room for supervision
window treatment to darken room for AV presentation, this is required if the stage is located in this area
outlets and data ports for salad bar and point of sale locations; flush to ground with cover
consider retractable stage as an option as opposed to the fixed stage
LEGEND ///

- **fixed furnishings**
  - F4 marker board (on two walls, 16 LF minimum each with electrical outlet below)
  - F22 basketball operable goals (adjustable height, rims, hoops, ceiling hung or portable)
  - F23 operable partition-motorized
  - F24 climbing wall
  - F64 filtered water fountain with bubbler and gooseneck bottle filler
  - F65 recycling center (work with Food Services staff on location design)
  - F89 data drop

- **loose furnishings**
  - L1 stackable/nesting chairs
  - L30 mobile AV cabinet
  - L39 cafeteria tables (tables and seating to accommodate 1/3 of school capacity - varying seating options and heights)
  - L40 point of sale station
  - L41 chair dollies
  - L98 recycling bins (cafeteria)
  - L99 composting bins (cafeteria)
  - L100 waste bins (cafeteria)
  - L101 salad bar

- **AV & IT equipment**
  - n/a
capacity/users
   20-25 students
   teachers
   parents / volunteers
   community members

ancillary spaces
   gymnasium (E-PE-1)
   student dining area (E-SD-1)
   multipurpose (E-SD-2)(optional)

spatial relationships
   near chair/table storage
   near music rooms if possible

goals
   to provide space for students to present performances

activities
   student assembly/award programs
   theatrical/musical performances
   in-service conferences

environmental considerations
   uniform/theatrical lighting
   electrical outlets for equipment
   stage to be no more than 21” above gymnasium floor
   direct, ADA and convenient access to stage via stairs/ramp
   fixed construction or “murphy” retractable

fixed furnishings
   ● F18 mirror
   F31 stage curtains
   F46 motorized projection screen
   F89 data drop
   ▷ F93 theatre and stage equipment (sound and light)

loose furnishings
   ○ L29 choral risers
   L32 conductor’s podium and stool
   L37 dance barres

AV & IT equipment
   □ n/a
E-SD-4 /// CHAIR / TABLE STORAGE
size
150-275 SF

capacity/users
2 people

ancillary spaces
student dining area (E-SD-1)
multipurpose (E-SD-2)(optional)

spatial relationships
may provide back of stage access

goals
to provide convenient storage of dining
chairs and tables to be used for
meetings and performances

activities
storage

environmental considerations
uniform lighting
cleanable and resilient building surfaces
accessibility for moving furniture in and
out

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LEGEND ///

● fixed furnishings
n/a

☐ loose furnishings
L1 stackable/nesting chair (stacked)
L41 chair dollies

■ AV & IT equipment
n/a
DRY FOOD STORAGE

FOOD SERVICE OFFICE

CLEANING STORAGE

COOLER

FREEZER

DINING OR MULTIPURPOSE

E-SD-5 /// KITCHEN / FOOD PREPARATION
size
650 SF

capacity/users
15-25 people

ancillary spaces
student dining area (E-SD-1)
multipurpose (E-SD-2)(optional)

spatial relationships
near loading dock to permit truck access
to docking and storage areas (site specific)
adjacent and access to student dining
to areas/multipurpose
near dumpsters
cafeteria serving arrangement

goals

activities

environmental considerations
uniform lighting
durable seamless flooring
proper ventilation of space to remove cooking odors
 cleanly building surfaces
electrical/plumbing/mechanical connection for food service equipment
appropriate drainage

LEGEND ///

fixed furnishings
F6 soap dispenser
F7 towel dispenser
F33 pot washing sinks
F34 food preparation sink
F36 work tables
F38 refrigeration/reach-ins
F39 mop sink
F40 chemical storage
F41 exhaust hood system
F66 oven
F67 convection steamer
F68 range
F69 ware washing machine
F70 mop rack
F90 storage shelving 12” deep
F92 storage shelving 18” deep
F114 warming cabinet

*nconfirm required furnishings with DCPS Food Services and Department of Health

loose furnishings
n/a

AV & IT equipment
n/a

E-SD-5 /// KITCHEN / FOOD PREPARATION
size
275-400 SF

capacity/users
6-8 people

ancillary spaces
student dining area (E-SD-1)
multipurpose (E-SD-2) (optional)
kitchen/food preparation (E-SD-5)

spatial relationships
beginning of serving line should be near entry door of students dining area/multipurpose

goals
to provide serving station for those seeking meals or snacks

activities
serving food

environmental considerations
uniform and controllable lighting
cleanable building surfaces
electrical connections for food service equipment
adequate ventilation

LEGEND ///

fixed furnishings
F42 drop-in individual controlled heated electric food wells and full service sneeze guard (student height) with over shelf
F47 drop-in self contained refrigerator cold pan for side items (counter and sneeze guards are lower than normal for better viewing and service to elementary students)

F89 data drop
*confirm required furnishings with DCPS Food Services and Department of Health

loose furnishings
L40 point of sale station
L93 milk coolers
*confirm required furnishings with DCPS Food Services and Department of Health

AV & IT equipment
n/a
E-SD-7 /// DRY FOOD STORAGE
**size**
250-350 SF

**capacity/users**
2 people

**ancillary spaces**
n/a

**spatial relationships**
near supply storage/receiving
adjacent and access to food prep area

**goals**
to provide an area for food storage

**activities**
storage

**environmental considerations**
uniform lighting
cleanable building surfaces
adequate ventilation

---

**fixed furnishings**
F12 rust resistant shelving and dunnage racks (24” deep)
*confirm required furnishings with DCPS Food Services and Department of Health

**loose furnishings**
n/a
*confirm required furnishings with DCPS Food Services and Department of Health

**AV & IT equipment**
n/a
FOOD PREPARATION AREA

FREEZER

COOLER

F12

F12
size
250 SF
*confirm required SF with DCPS Food Services

capacity/users
2 people

ancillary spaces
n/a

spatial relationships
adjacent and access to food preparation area
near the supply storage/receiving

goals
to provide space for manufactured freezer and refrigerator units to store food for short periods of time

activities
cold food storage

environmental considerations
uniform lighting
ventilation for refrigeration machinery equipment
cleanable building surfaces
floor to be flush with adjacent kitchen floor
electrical service for refrigeration equipment

- LEGEND ///

fixed furnishings
F12 rust resistant shelving and dunnage racks (24” deep)
*confirm required furnishings with DCPS Food Services and Department of Health

loose furnishings
n/a
*confirm required furnishings with DCPS Food Services and Department of Health

AV & IT equipment
n/a
This is an example of a ware washing area. Food service equipment will vary from school to school; confirm requirements with DCPS Office of Food and Nutrition Services.
**size**
100-200 SF

**capacity/users**
1 person

**ancillary spaces**
- kitchen/food preparation (E-SD-5)

**spatial relationships**
- adjacent and access to food preparation area
- near the supply storage/receiving

**goals**
to clean food service equipment

**activities**
space and equipment to scrape, wash, dry, and store food service equipment

**environmental considerations**
- uniform lighting
- ventilation to remove steam and condensation
- cleanable building surfaces
- floor to be flush with adjacent kitchen floor
- electrical service for refrigeration equipment

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**LEGEND ///**

- **fixed furnishings**
  - F12 rust resistant shelving and dunnage racks (24” deep)

- **loose furnishings**
n/a
  - *confirm required furnishings with DCPS Food Services and Department of Health

- **AV & IT equipment**
n/a
E-SD-10 /// CLEANING STORAGE
size
50-60 SF

capacity/users
1 person

ancillary spaces
kitchen/food preparation (E-SD-5)

spatial relationships
near the supply storage/receiving

goals
to store chemicals used in cleaning and maintaining kitchen

activities
storing chemicals and equipment

environmental considerations
uniform lighting
cleanable building surfaces
sensors for spilled chemicals
adequate exhaust/ventilation

LEGEND ///

fixed furnishings
F9.2 rust resistant shelving
F39 mop sink
F70 mop rack

loose furnishings
N/A

AV & IT equipment
n/a
size
150 SF

capacity/users
2-3 people

ancillary spaces
kitchen/food preparation (E-SD-5)

spatial relationships
adjacent and access to kitchen

goals
to provide an area to keep records and conduct business

activities
scheduling
staff evaluations/discipline/meetings

environmental considerations
uniform lighting
environmental sound control
electrical outlets for equipment
view of the kitchen

LEGEND ///

● fixed furnishings
F5 tackable/magnetic wall surface
F89 data drop

○ loose furnishings
L5 four drawer lateral file cabinet (lockable)
L11 adjustable height bookshelves
L12 admin workstation and chair
L15 task chair (2)

■ AV & IT equipment
M2 color printer
M7 desktop printer
size
150 SF

capacity/users
3-4 people

ancillary spaces
n/a

spatial relationships
located near kitchen/food preparation and food
service office

goals
to provide adequate space to kitchen staff and their health needs

activities
personal and health needs for the kitchen staff
changing clothing

environmental considerations
uniform lighting
environmental sound control
moisture- and stain-resistant finishes
adequate exhaust/ventilation

LEGEND ///

fixed furnishings
F1.1 casework (wall cabinets)
F6 soap dispenser
F7 towel dispenser
F14 36” and 42” grab bars
F18 mirror
F19 toilet tissue holder
F30 bathroom sink
F50 lockers
F55 locker bench
F74 coat hook-bathroom accessory
F75 sanitary napkin dispenser
F76 sanitary napkin disposal
F102 toilet
F115 hand dryer
*confirm required furnishings with DCPS Food Services and Department of Health

loose furnishings
n/a
*confirm required furnishings with DCPS Food Services and Department of Health

AV & IT equipment
n/a
E-BS /// BUILDING SUPPORT

SUPPLY STORAGE
TOILET / SHOWER / LOCKER ROOM
CUSTODIAL / DGS OFFICE
LARGE GROUP RESTROOMS
CUSTODIAL CLOSET
ELECTRICAL CLOSET
TELECOMMUNICATIONS ROOM
CORRIDORS
MECHANICAL / ELECTRICAL SPACE / DECKS
CUSTODIAL EQUIPMENT STORAGE
CENTRAL STORAGE AREA
RECEIVING AREA
STAFF RESTROOM
FAMILY RESTROOM
TECHNOLOGY STORAGE
LAUNDRY ROOM
size
150 SF

capacity/users
2-4 people

ancillary spaces
n/a

spatial relationships
adjacent and access to loading dock area
and service courtyard
access to corridor
adjacent and access to custodial office
adjacent and access to toilet/shower/
locker room

goals
to store supplies and receive supplies

activities
storage

environmental considerations
supplement heating source
double door with removable mullions
overhead door to service courtyard

LEGEND ///

fixed furnishings
F3 wall shelving (84” high x 36” deep)
F89 data drop

loose furnishings
L36 flammables storage
L41 chair dollies
L46 step ladder

AV & IT equipment
n/a
E-BS-2 /// TOILET / SHOWER / LOCKER ROOM
size
150 SF

capacity/users
1-2 people

ancillary spaces
n/a

spatial relationships
located near custodial area

goals
to provide adequate space to custodial staff and their health needs

activities
personal and health needs for the custodial staff
changing clothing

environmental considerations
uniform lighting
environmental sound control
moisture- and stain-resistant finishes
adequate exhaust/ventilation

LEGEND ///

fixed furnishings
F1.1 casework (wall cabinets)
F6 soap dispenser
F7 towel dispenser
F14 36” and 42” grab bars
F18 mirror
F19 toilet tissue holder
F29 ADA shower accessories
F30 bathroom sink
F50 lockers
F55 locker bench
F59 changing table
F74 coat hook-bathroom accessory
F75 sanitary napkin dispenser
F76 sanitary napkin disposal
F102 toilet
F115 hand dryer

loose furnishings
n/a

AV & IT equipment
n/a
size
150 SF

capacity/users
2-3 people

ancillary spaces
n/a

spatial relationships
adjacent and access to supply storage/receiving
access to corridor
near custodial toilet

goals
to provide an area to keep records and conduct business

activities
conferences with staff and other visitors
telephone calls

environmental considerations
uniform lighting
environmental sound control
electrical outlets for equipment
view of the kitchen

LEGEND ///

- fixed furnishings
  F1.1 casework (8LF)
  F5 tackable/magnetic wall surface (6 LF min.)
  F89 data drop

- loose furnishings
  L5 four drawer lateral file cabinet (2)
  L11 adjustable height bookshelves (12 LF)
  L12 admin workstation and chair (2)
  L13 small table
  L15 task chair (2)

- AV & IT equipment
  M2 color printer
  M7 desktop computer

E-BS-3 /// CUSTODIAL / DGS OFFICE
capacity/users
students

ancillary spaces
n/a

spatial relationships
near student dining area
near public use areas, such as media center and gymnasium
near academic core areas throughout the building

goals
provide a restroom to students

activities
personal and health needs for the students

environmental considerations
uniform lighting
environmental sound control
moisture- and stain-resistant finishes
adequate exhaust/ventilation

LEGEND ///

fixed furnishings
F6 soap dispenser
F7 towel dispenser
F14 36” and 42” grab bars
F18 mirror
F19 toilet tissue holder
F30 bathroom sink
F51 toilet partitions
F74 coat hook - bathroom accessory
F75 sanitary napkin dispenser (in every stall)
F102 toilet
F115 hand dryer

loose furnishings
n/a

AV & IT equipment
n/a

E-BS-4 /// LARGE GROUP RESTROOM
E-BS-5 /// CUSTODIAL CLOSET

F3

F39
size
25 SF

capacity/users
1 person

ancillary spaces
n/a

spatial relationships
near large group restrooms

goals
to provide storage for custodial supplies

activities
storage for custodial supplies throughout the building

environmental considerations
uniform lighting
environmental sound control
electrical outlets for equipment
adequate drainage

LEGEND ///

● fixed furnishings
F3 wall shelving
F39 mop sink with hose

○ loose furnishings
n/a

■ AV & IT equipment
n/a
capacity/users
   1 person
ancillary spaces
   N/A
spatial relationships
   dispersed throughout the academic core areas
goals
   provide a safe space for electrical wiring and panels
activities
   Space for electrical wiring and panels
environmental considerations
   uniform lighting
   environmental sound control
   electrical outlets for equipment

LEGEND ///

● fixed furnishings
   F80 electrical panel

○ loose furnishings
   n/a

■ AV & IT equipment
   n/a
capacity/users
1 person
ancillary spaces
n/a
spatial relationships
n/a
goals
space for technology needs*
*Reference latest OCTO standards to determine SF
activities
storage
environmental considerations
uniform lighting
environmental sound control
electrical outlets for equipment

LEGEND ///
● fixed furnishings
◆ F89 data drop

☐ loose furnishings
n/a

☐ AV & IT equipment
M16 telecommunications rack (6" organizers between all racks)
*Reference OCTO standards
E-BS-8 /// CORRIDORS
environmental considerations
• corridors shall be a minimum of 8 feet wide; some areas of natural light is desirable; the designer should minimize long corridors lined with classroom doors

• extended learning areas are in addition to the minimum above and must not intrude into the egress pathway. Seating areas in extended learning areas must meet fire code.

• lobbies are in addition to the circulation requirement.

• instructional and activity areas shall be accessible by corridors without passing through another instructional or activity area.

• the corridors are to meet the egress requirements of applicable codes.

• stairs, ramps, and elevators are included under the corridor category.

• it is recommended that stairs in multi-story buildings not be enclosed unless required by code. However, such a design should not allow students to lean over railings or put arms/legs through posts.

activities
  circulation space

LEGEND ///

• fixed furnishings
  F52 fire extinguisher
  F53 recessed floor mats
  F54 digital boards
  F71 tack board
  F72 3D displays
  F79 tackable surface (boards or tack strips)

☐ loose furnishings
  n/a

■ AV & IT equipment
  n/a
E-BS-9 /// MECHANICAL / ELECTRICAL SPACE / DECKS
capacity/users
  based on the size of the program

ancillary spaces
  n/a

spatial relationships
  accessible for maintenance and repair
  access to outside
  isolate from main area of building
  near loading/receiving area
  near custodial area

goals
  storage for mechanical and electrical equipment

activities
  space for mechanical and electrical equipment

environmental considerations
  uniform lighting
  environmental sound control
  electrical outlets for equipment

LEGEND ///
● fixed furnishings
  n/a

☐ loose furnishings
  n/a

■ AV & IT equipment
  n/a
E-BS-10 /// CUSTODIAL EQUIPMENT STORAGE
size
300 SF

capacity/users
3-4 people

ancillary spaces
n/a

spatial relationships
accessible for maintenance and repair
access to outside
isolate from main area of building
near loading/receiving area
near custodial area

goals
storage for custodial equipment and supplies

activities
near custodial workroom
near custodial office
direct access to outdoors

environmental considerations
uniform lighting
environmental sound control
electrical outlets for equipment

LEGEND ///
● fixed furnishings
F3 wall shelving (10′-16′, depth may vary)
(all walls)

☐ loose furnishings
N/A

■ AV & IT equipment
n/a

E-BS-10 /// CUSTODIAL EQUIPMENT STORAGE
CORRIDOR

F3

E-BS-11  ///  CENTRAL STORAGE AREA
size
  325-700 SF

capacity/users
  3-4 people

ancillary spaces
  n/a

spatial relationships
  near loading/receiving area
direct access to building circulation

goals
  storage of supplies

activities
  storage for paper products, utensils, supplies. etc., to be used throughout the entire building

environmental considerations
  uniform lighting
environmental sound control
electrical outlets for equipment

LEGEND ///

● fixed furnishings
  F3 wall shelving (26’-32’, depth may vary)

☐ loose furnishings
  n/a

■ AV & IT equipment
  n/a
E-BS-12 /// RECEIVING AREA
size
150 SF

capacity/users
1-2 people

ancillary spaces
N/A

spatial relationships
near food service spaces
near central storage area
near mechanical room
adjacent to loading dock

goals
area to load and receive supplies and food

activities
delivery of materials and goods to be used throughout the building

environmental Considerations
uniform lighting
appropriate drainage
hose bib

LEGEND ///

● fixed furnishings
F73 loading dock levelers and dock bumpers

○ loose furnishings
n/a

■ AV & IT equipment
n/a
size
65 SF

capacity/users
1 person

ancillary spaces
n/a

spatial relationships
near academic core classrooms
near teacher collaboration room
near administrative suite

goals
provide a private bathroom for staff

activities
personal and health needs for administrative staff
changing clothes

environmental considerations
uniform lighting
environmental sound control
moisture- and stain-resistant finishes
adequate exhaust/ventilation

- LEGEND ///

fixed furnishings
F1.1 casework (wall cabinets)
F6 soap dispenser
F7 towel dispenser
F14 36” and 42” grab bars (36” and 42”)
F18 mirror
F19 toilet tissue holder
F30 bathroom sink
F74 coat hook-bathroom accessory
F75 sanitary napkin dispenser
F102 toilet
F115 hand dryer

loose furnishings
n/a

AV & IT equipment
n/a

E-BS-13 /// STAFF RESTROOM
E-BS-14 /// FAMILYRESTROOM
size
65 SF

capacity/users
1-2 people

ancillary spaces
n/a

spatial relationships
located in the administrative area, but accessible to all building occupants

goals
provide a private bathroom for families and handicapped

activities
personal health and handicap needs for all building occupants

environmental considerations
uniform lighting
environmental sound control
moisture- and stain-resistant finishes
adequate exhaust/ventilation

LEGEND ///

fixed furnishings
F1.1 casework (wall cabinets)
F6 soap dispenser
F7 towel dispenser
F14 36” and 42” grab bars
F18 mirror
F19 toilet tissue holder
F30 bathroom sink
F74 coat hook-bathroom accessory
F75 sanitary napkin dispenser
F76 sanitary napkin disposal
F77 mounted child seat
F78 child changing station
F102 toilet
F115 hand dryer

loose furnishings
n/a

AV & IT equipment

E-BS-14 // FAMILY RESTROOM
capacity/users
1 person

ancillary spaces
n/a

spatial relationships
distributed in academic core areas

goals
storage of computers and technology

activities
materials storage

environmental considerations
uniform lighting
environmental sound control
electrical outlets for equipment
secure and lockable door

LEGEND ///

● fixed furnishings
F90 storage shelving (12” deep)
F92 storage shelving (18” deep)

❖ loose furnishings
L51 laptop charging cart (5-6)

■ AV & IT equipment
n/a
size
80 SF

capacity/users
1 person

ancillary spaces
n/a

spatial relationships
near custodial office
near ECE (Pre-K) Academic Areas

goals
laundry services

activities
laundry services

environmental considerations
uniform lighting
environmental sound control
electrical outlets for equipment
secure and lockable door
venting for equipment
plumbing connections for equipment

LEGEND ///

fixed furnishings
F3 wall shelving (10’-16’, depth may vary)
F103 floor drain
F112 laundry sink

loose furnishings
L82 hamper
L83 washer
L84 dryer

AV & IT equipment
n/a

E-BS-16 /// LAUNDRY ROOM
foreword
The District of Columbia Public Schools (“DCPS”) began in the winter of 2015 to update its existing district-wide educational specifications (“Ed Specs”), which had not been updated in over 10 years. This effort was designed to improve facilities planning and confirm that the Ed Specs were in line with the DCPS mission of ensuring that every school provides a world-class education to all students, regardless of background or circumstance, and to prepare students for success in college, career, and life. DCPS engaged Brailsford & Dunlavney, Inc. and Studio Twenty Seven Architecture to perform this update.

Ed Specs are a key tool in the capital improvement planning process. They explain the programmatic and space requirements of a school building based on the school’s composition, including the type of academic program and number of students. This Ed Specs standard draws on the collaboration and technical experience of invested and knowledgeable stakeholders to create a final product built on best practices.

The recommended program and concepts create a framework based on industry standards, but DCPS’ leadership, staff, and stakeholders will continue to be responsible for making final capital improvement decisions. Going forward, DCPS should update this document at least every five years so it reflects the District’s changing environment and remains in line with industry best practices.
WHAT ARE ED SPECS?

As noted above, Ed Specs are the guiding standards used by educators and design professionals to describe an educational program and facility. They identify design features, including spatial sizes, quantities, spatial relationships, and other design or programming elements that impact learning and teaching. When properly aligned with the District’s mission, the Ed Specs enhance educational and community outcomes by creating clear standards in line with desired outcomes.

The Ed Specs will serve as a benchmark for future school renovations and new construction projects. They describe the essential components of a school facility and explain how the school campus will support the academic programs and vision of the school’s leadership.

The National School Boards Association describes the purpose of Ed Specs as follows:

*The purpose of educational specifications (“Ed Specs”) is to define the programmatic, functional, spatial, and environmental requirements of the educational facility, whether new or remodeled, in written and graphic form for review, clarification, and agreement as to scope of work and design requirements by the architect, engineer, and other professionals working on the building design.*

Ed Specs are primarily intended for use by architects and project planners. However, they also serve as an important tool for communicating the District standards to all project stakeholders, including:

- Students, parents, and families
- Faculty and administrators
- Civic leaders and community members
- Project design and construction partners

The Ed Specs provide the framework for proposed spaces while leaving architects ample flexibility for creativity and design options. In this way, the Ed Specs define expectations among project stakeholders but do not limit creativity.

The Ed Specs also provide equity and consistency in space programming by communicating the District’s standards and design considerations. They establish the size and capacity of standard elementary, middle, and high schools, along with pre-kindergarten through eighth grade educational campuses. The Ed Specs are not intended to be the sole source for establishing the quality of finishes, classroom features, and facility systems. Designers will utilize the Ed Specs supplemented by the latest design standards developed by DCPS and the Department of General Services (DGS) and will participate in coordination meetings with DCPS, DGS Facilities, and other stakeholders throughout the design process. The Ed Specs are a living document that will continue to develop and evolve as programmatic needs change.
WHAT IS THE ROLE OF ED SPECS THROUGHOUT A PROJECT?

Ed Specs serve a valuable role in every phase of planning and implementation. The role of an Ed Spec during each phase of a project is explained below.

Defining District-Wide Versus Site-Specific Ed Specs

This document serves as the district-wide Ed Specs, which apply to existing building renovations, new school facilities, and new additions to existing buildings. They serve as a planning guide that provides baseline program requirements and are a benchmark for the success of future projects. The district-wide Ed Specs should be the template used to build out future site-specific Ed Specs.

Site-specific Ed Specs tailor the district-wide Ed Specs’ program space requirements to meet local program needs. They are generated in advance of all major capital projects and created by refining the district-wide Ed Specs for the specific academic program and student population of the current project.

Project Planning Phase

During the planning phase of a project, the district-wide Ed Specs will inform the scope of work and budget, and guide the development of the site-specific Ed Specs. The site-specific Ed Specs should be included in project procurements to provide interested vendors with clear and consistent communication regarding the intent of a project and to allow them to prepare well-informed responses that meet actual project needs.

In future new project construction, the total building square footage should not exceed the amount indicated in the district-wide Ed Specs unless existing conditions, site configuration, or community-specific programming needs present an extenuating circumstance. Renovations to existing facilities should be guided by the Ed Specs as much as possible. Square footage deviations of +/–10 percent are acceptable, particularly in the case of renovating an existing structure. Deviations of greater than 10 percent must be submitted to the appropriate DCPS leadership and academic content staff for input and approval.

While unique site locations, existing buildings, and academic programs may require adaptations, modifications to the program and space requirements beyond the scope of this document may only occur with DCPS’ leadership approval.

Project Implementation Phase

During the implementation (or construction) phase of the project, the Ed Specs should be used for quality control, allowing DCPS to measure project deliverables against the stated benchmarks and standards. Site-specific drafts shall be clearly dated and shall track project milestones as accurately as possible. Design deliverables and construction completion will be compared with the standards and goals established by the Ed Specs to ensure these guidelines are being met. Additionally, the Ed Specs will help provide the foundation for project decisions during implementation, as responses can be measured against their compliance with the Ed Specs.

Project Turnover and Occupancy

Following the completion of the project, an updated version of the site-specific Ed Specs programs depicting the ‘as built’ facility will be issued to DCPS’ local school leadership and central office staff, along with labeled floor plans and room inventory (as defined by the Design and Project Team’s Agreement with the District). This document will serve as a user-friendly document that allows people outside of the design and construction professions — particularly staff, administrators and other building occupants — to understand the building and the intent of its spaces.
As one of the key steps in the planning process, DCPS hosted a strategic asset valuation workshop with key internal stakeholders. The objectives of the workshop were to:

- Engage DCPS stakeholders in the facility planning process, and
- Draw connections between the Ed Specs and DCPS’ strategic plan, goals, and mission to ensure consistency.

The workshop identified and prioritized the strategic objectives that the Ed Specs will address. It reinforced current facility objectives and identified new physical and programmatic recommendations that DCPS needed to incorporate in this Ed Specs update.

**Community Context**

DCPS’ facilities and grounds are neighborhood and community assets. Therefore, DCPS’ facilities must be thoughtfully designed to welcome community stakeholders. These joint-use spaces may include athletic, performance, recreation, meeting, and community service centers. Giving the community access to these resources promotes healthy partnerships and strengthens community ties by emphasizing the school’s role as a community space. While fulfilling its primary educational mission, DCPS can also utilize its facilities to help fill gaps in community services, thus helping parents and families more effectively support their students. When considering the design of spaces available for community access, these facilities must be properly secured, zoned, and controlled, and include additional security measures, such as a separate entrance.

**Organizational and Operational Approach**

DCPS believes that high quality programs and passionate leaders drive student and teacher demand. DCPS must create ample opportunities for teachers and staff to feel valued as professionals. All school facilities shall provide the spaces, resources, furniture, and materials necessary to run core programming. Individual spaces should be planned to balance allocating resources efficiently with providing what is necessary for the school’s enrollment and programming. Initial investments in facilities should prioritize educational space and materials, its system’s durability, and primary teaching stations over unstaffed amenity spaces. The architectural result, properly guided by the Ed Specs, should always seek to enhance learning and community outcomes and to preserve the capital investment over time.

**Architectural and Construction Quality**

DCPS’ strategic vision includes a desire to operate schools where students, teachers, and community members want to be. In line with this vision, facilities shall be not only aesthetically pleasing, but also durable and safe. DCPS must prioritize life-cycle costs and maintenance to create a benchmark for all facility features, thus ensuring equity across the system. DCPS’ staff members should monitor the quality of furniture, fixtures, and finishes to ensure their functionality, durability, and aesthetics meet the desired standards of both the Ed Specs and design guidelines established by DGS.

**Sustainability and Design**

Over the past several years, the District has become a leader in green building construction by adopting leading regulations and codes, improving the sustainability of its built environment. These regulations and initiatives include The Healthy Schools Act, DC Energy Conservation Code, DC Green Construction Code, DOEE storm water regulations, the Green Area Ratio, and Sustainable DC. All DCPS modernized and newly constructed schools are currently required to achieve LEED gold or higher (or a comparable rating system as approved by DCRA Green Build and DCPS).
Successful green schools include a variety of features:

- Reliance on insulation and natural lighting to save energy
- Smart building automation systems and motion sensors for lights
- Storm water harvesting for reuse in toilets and urinals
- Integration of green roofs or lid facilities to meet advanced storm water regulations
- Outdoor classrooms and vegetable gardens
- Natural plantings to provide food for pollinators and a habitat for birds
- High indoor air quality by avoiding chemicals in construction materials and cleaning products
- Adherence to recycling standards

Incorporation of the elements above have engaged students, staff, and community, as well as created stewardship of the school building and grounds.

DGS Facilities manages the “DCPS Recycles!” program for DCPS. Design teams may reference the DGS website (http://dgs.dc.gov/page/dgs-healthy-schools) for guidance on programming expectations and infrastructure requirements. Each area of the building has space or transfer considerations as follows:

- Kitchen recycling and composting
- Cafeteria recycling and composting
- Office and classroom paper recycling
- Interior ‘transfer stations’
- Loading dock transfer station
- Turning radii for dumpsters

Summary of What is to Come

The balance of this document provides an overview of applicable planning concepts and considerations, including a summary of national trends in educational facility planning and evidence-based design elements. It also provides an examination of DCPS’ mission, instructional methods, and the type of programing offered across the District. Prototypical capacity models are provided for each school type, followed by a summary of each program area. The document concludes with a detailed overview of specialized spaces along with a description of the standards and program requirements for each space.
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DCPS' DEMOGRAPHICS AND EDUCATIONAL METHODOLOGY
Population Demographics

Washington D.C. has seen significant shifts in population over the last 10 years. The Office of Planning forecasts continuing population growth for the foreseeable future, reaching record highs in 2025 and beyond.

The DC youth population experienced negative growth from 2000 to 2010, decreasing in population by nearly 15,000. This negative growth pattern reversed in 2010. The Office of Planning predicts that the number of school-age children in the District will increase by nearly 15,000 students from its low of approximately 101,000 in the year 2010, returning the youth population back to its pre-2000 levels. Figure 2 shows the District’s youth population increase since 2010. DCPS’ educational system will need to evolve dramatically to accommodate the significant city-wide population changes.

Figure 1: Washington, DC Forecasted Population Growth (via Office of Planning)

The DC youth population experienced negative growth from 2000 to 2010, decreasing in population by nearly 15,000. This negative growth pattern reversed in 2010. The Office of Planning predicts that the number of school-age children in the District will increase by nearly 15,000 students from its low of approximately 101,000 in the year 2010, returning the youth population back to its pre-2000 levels. Figure 2 shows the District’s youth population increase since 2010. DCPS’ educational system will need to evolve dramatically to accommodate the significant city-wide population changes.

Figure 2: Washington, DC Youth Population (via Office of Planning)

District Of Columbia Public Schools

The DCPS portfolio is made up of 61 elementary schools, 12 middle schools, 15 high schools, 19 education campuses, two adult education schools, three youth engagement schools, and one special education school. DCPS is committed to creating excellent schools for all students and combating achievement gaps and inequalities throughout the District. According to data from the 2015 Trial Urban District Assessment (TUDA), DCPS continues to be the fastest improving urban school district in the country. Student capture and cohort survival rates, along with the number of new and returning students, have led to a seven percent enrollment growth in the last five years. With growing enrollment and forecasted population growth, the District should design facilities that provide school communities the ability to grow within their buildings. The Ed Specs incorporate flexible spaces that could be used to add additional capacity in the years to come.

DCPS’ Learning and Teaching Model

DCPS is committed to educating and fostering Next Generation learners and educators. To achieve this objective, DCPS has instituted DCPS Common Core State Standards, which ensure that all students are taught rigorous courses of study that provide the necessary skills and knowledge to prepare them adequately for college, careers, and life. Common Core State Standards (“CCSS”), which detail education criteria for grade levels K-12, have been adopted by 42 states and five territories.
Next Generation Learners and Environments

A Next Generation Learning Environment requires forward thinking, planning, teacher support, and a robust, adaptable, and current technology infrastructure. Next Generation Learning Environments are flexible in use and organized around problem-based learning where students are encouraged to collaborate and think independently to develop solutions to challenges. The spaces are designed to empower students to learn in the way that best matches their learning styles. The delivery of content is personalized and differentiated to ensure all students receive the resources they need. This is possible when both students and teachers have access to high-quality, relevant, and engaging content in a variety of forms. In this manner, by tailoring educational systems, technological backbone, and facility development, students may be more prepared to excel in a global economy.

Next Generation Learning design principles dictate that DCPS facilities provide flexible educational spaces to accommodate a variety of teaching and learning styles. Facilities should balance flexibility with individualization in a manner that optimally serves the diversity of the student body. Students need in-classroom space for breakouts and group projects. Non-classroom areas, such as makerspaces and libraries, create places for students to work collaboratively through project-based learning.

Instructional Methods

DCPS’ objective is to educate students to succeed in an interdisciplinary world. Achieving this objective requires rigorous teaching and learning, and equitable resources for students across all grade levels. Along with CCSS, DCPS continuously updates learning standards to further encourage student achievement and growth in line with best practices.
A Capital Commitment - The DCPS Strategic Plan

A Capital Commitment is the current five-year strategic plan for DCPS (2012-2017). The overarching goal of the plan is to “…provide every student with a safe, academically-challenging and inspiring learning experience.” The strategic plan seeks to accomplish the following five goals:

- Increase math and reading proficiency by 27 percent
- Improve proficiency for the 40 lowest-performing schools by 40 percent
- Increase the graduation rate to 75 percent
- Ensure that students like their school
- Increase enrollment

Based on data analyzed over the first three years of the plan, DCPS is progressing toward achieving its goal and is one of the fastest-rising urban school districts in the nation.

With A Capital Commitment concluding at the end of the 2017 academic year, DCPS will soon need to update its current plan or create a new one. The Ed Specs should inform the development of the next strategic plan as it relates to facility planning and design.
PLANNING AND DESIGN CONSIDERATIONS
The recommended planning and design considerations combine existing DCPS expertise with industry best practices to yield new Ed Specs for DCPS. It is recommended that the Ed Specs be amended, where appropriate, as the industry evolves. At a minimum, they should be updated every four to five years.

**Introduction**

All neighborhood schools have unique qualities and programs that inform their educational and programmatic requirements. When balancing these considerations with national and local regulations, it is important to understand that one size does not fit all. The Ed Specs should be applied as the guiding standard for the planning and development of all schools. However, DCPS seeks to promote learning environments that accommodate varied learning styles and teaching methodologies in order to best serve students with diverse needs. Therefore, each facility and academic program is encouraged and expected to incorporate unique designs to address its individual requirements while also observing the standards established by the Ed Specs for the District.

**Next Generation Learners**

Learning environments should be planned and designed to support all types of learners since learning styles affect the way individual students:

- Concentrate in their immediate surroundings
- Process information
- Make decisions and solve problems
- Complete tasks and assignments
- Behave and interact with others
- Retain new information

Facility planning and design can support and foster learning for all students by considering space types and spatial relationships that allow for flexible and adaptable environments which permit differentiated instruction. Knowing that one size does not fit all when it comes to learning styles, it is also important to incorporate this same philosophy into the design of learning environments.

Today’s learners were born in a digital era and are used to having a world of information at their fingertips. Methods of instruction must adapt to incorporate and build upon the flexibility that students have come to expect. Classrooms are transitioning from environments focused on teacher-directed whole-group instruction to learner-centered workplaces that support a collaborative culture for project-based student work. Schools and homes continue to be important places for learning, but they are no longer the exclusive venue where learning takes place. Understanding the importance of the “third learning spaces”—the many places where students learn outside of the school-day schedule, the limitations of the four classroom walls, or the location of one’s home—is a critical component in planning and designing innovative, inspirational educational environments.

Schools should be a place where students can effortlessly transition between learning environments to pursue and develop their individual passions. Students will have access to a variety of spaces where they can explore their interests through flexible learning environments and hands-on project areas, thus empowering them to create and learn both inside and outside the classroom.

**Project-Based Learning**

Next Generation Learners are project orientated and require a variety of spaces to conduct research and hands-on learning. DCPS is committed to providing innovative spaces to promote student-directed growth and learning. Makerspaces, technology labs, and skills labs should be incorporated throughout the academic core and community spaces to ensure students have ample opportunities to engage in both self-directed and teacher-instructed hands-on learning and exploration.
Teacher Collaboration

Learning environments should be planned and designed to accommodate both teacher and student achievement and growth. Studies have demonstrated a correlation between student achievement and teacher collaboration. Therefore, providing spaces for teachers to engage in training and coaching is essential not only for teacher satisfaction, but also for supporting academic achievement.

Teacher collaboration allows them to:

- Continue to develop teaching skills
- Better understand student test results in math and reading
- Better track student achievement
- Help reduce teacher-student conflict
- Help reduce student-peer conflict

Educational facility planners can deliberately design teacher spaces so that this collaboration takes place.

Evidence-Based Design Elements Considerations

Evidence-based design (EBD) tests the effects of the built environment on its users. While EBD originated in the healthcare industry, its application has relevance to all design thinking. Architect Don Tomasi explains in his white paper (Evidence-Based Design in Schools: Classroom Design and Academic Achievement) that evidence-based designs have been linked to better academic performance, improved student attendance, reduced disciplinary problems, and better faculty retention. Evidence-based design includes lighting and mechanical design, furniture systems, the way in which buildings relate to their external surroundings and community setting, and the way spaces interact with one another. Through a design process guided by EBD thinking, DCPS aims to provide learning environments that are informed by factual evidence, providing an equitable foundation for all communities.

This process also supports DCPS’ strategic plan goal to grow enrollment by increasing community satisfaction through access to safe and modern facilities. DCPS is committed to providing schools in which design and programmatic functions promote the most conducive learning environments.

Lighting Quality

At least two decades of research suggest that natural light in classrooms elevates student performance. In fact, numerous studies (including a 2014 article by the University of Nebraska; Lincoln, Impacts of Daylighting on Preschool Students’ Social and Cognitive Skills) indicate that student learning outcomes can be improved seven percent to 18 percent by introducing natural light into learning spaces. These rates increase further if there are also operable windows. DCPS is committed to optimizing natural lighting throughout each school to support positive learning environments.

Environmental/Air Quality

According to the 2009 research study Air Pollution and Academic Performance: Evidence from California Schools, there is an association between air quality and student performance. In an effort to support the success of students and staff, DCPS is committed to insuring excellent air quality in all facilities through the maintenance of HVAC systems and the implementation of high air quality standards.

Acoustics

In an effort to decrease outside noise pollution and any associated vibrations, sound absorption, and vibration, mitigation materials and techniques should be used in classrooms, learning spaces, and adjacent spaces, as appropriate. These characteristics will be influenced by the size, use, and location of spaces. Further, the location of elevator, electrical, and mechanical systems and equipment, along with their relative proximity to learning spaces, should be thoughtfully considered.
Ergonomics
Furniture systems that are comfortable, adaptable, and flexible can improve posture and productivity, as discussed in research done for The Design Council. Improved posture and comfort elevate alertness and attention span, mitigate headaches and neck/shoulder pain, and positively influence the learning environment. The selection of ergonomically-designed furniture systems can help improve student learning outcomes.

Buildings and Grounds
The architectural design of the building should build on the identity of the school and instill a sense of place and pride. The architectural process should consider learning opportunities over the entire campus, including school grounds and landscaping. The degree to which a building’s functions and spaces successfully engage with the neighborhood, relate to one another within the building, and enhance the user experience, is a key measure of successful architecture.

For students, teachers, parents, families, and neighbors, the school is a hub of activity before and after school. A building that is visually connected internally and externally is easier to navigate, more inviting to use, and fosters a sense of community. Front entrances should be welcoming for all community members. The use of safety and security fencing should not impede visual cues to internal and external activities.

Lastly, outdoor spaces extend the learning environment and support the learning experience. This is accomplished by enabling visual connections between interior and exterior space and exploring ways each unique school site provides opportunities for students to learn outside the classroom. Topics for student exploration could include storm-water management functions through the use of rain gardens, urban farming, and how plants and animals exist in their environment.

Classroom Technology
Technology now plays a role in every aspect of the built and learning environments. The classroom of the future should be more personalized, student-directed, collaborative, interdisciplinary, and hands-on than one of even five years ago. As the focus of education moves away from just the transmitting of information to developing creative problem-solving and communication skills, the classroom setting is morphing into a learning studio.

At different times, students may be:
- Working alone when reading, writing, interacting with the computer, or just thinking
- Working together in pairs or groups when dissecting a problem, reading and reacting to one another’s written work, role-playing, or sharing ideas, opinions, and experiences
- Interacting with the teacher and the whole class when listening, making presentations, asking questions, or brainstorming ideas

Teaching methods and their supporting environments address a variety of learning styles and skills, including educating children with disabilities alongside their non-disabled peers.

The classroom of the future should no longer be just one-directional with rows of desks facing the front of the room. It should have a variety of focal points with mobile resources to support learning, flexible furniture, and robust technology. Room sizes should be tailored for specific purposes, from small incubator and assessment spaces to large seminar and presentation areas. Corridors and informal learning spaces should create a seamless and extended learning environment.

Technology should be infused seamlessly into the educational program and the physical building via wireless connectivity, allowing for learning to occur whenever and wherever. To support the required technology that students and teachers need, designers
BEST PRACTICES IN EDUCATIONAL FACILITY PLANNING (continued)

will need to actively coordinate with DCPS staff to properly identify the location and count of electrical outlets, data drops, and wireless transponders. As schools transition to more robust technology systems, it is anticipated that some classrooms may need to provide electrical support to each student for one or two devices at a time.

Inclusive Design

DCPS is committed to fostering a school district that is inclusive, promotes diversity, and adheres to local and federal laws. All DCPS’ facilities will be designed to welcome students of all genders, races, religions, and sexualities. DCPS is also committed to providing all special education students with the least restrictive education environment. All new construction for DCPS facilities will be fully compliant with or exceed the ADA Accessibility Guidelines (ADAAG). Renovations of existing facilities should comply with the ADAAG to the extent that the facility’s structure allows.
INTRODUCTION

This section explains the methodology used to develop the space program prototypes for elementary, middle, and high schools and educational campuses. Prototypes are facility models that list the number and types of spaces required to educate a specified number of students. They are created to ensure that facilities are planned and sized to meet the needs of the number of students they will serve. They define the number of building classrooms and other spaces required to meet students’ needs. The following descriptions of school capacity and how space programs are developed are critical to understanding the prototypes at the end of this section.

BUILDING CAPACITY

Every school project begins with establishing the number of students who will be served when the facility is complete, known as the building capacity. Building capacity is the primary driver in determining the quantity, type, and size of teaching spaces in any new or modernized building.

The building capacity is the sum of the maximum capacities of all capacity-driving classrooms within a school. A capacity-driving classroom is a teaching space that is scheduled 85 percent or greater every day of the week. (See the tables under the Planning Concept section for further explanation of capacity-driving and supplementary spaces.)

As illustrated in Table 1, to calculate the capacity of a classroom, planners will divide the classroom area (A) by the minimum square foot per student requirement (B). The minimum square foot per student is outlined in the Program Area section of the Ed Specs. Finally, if the facility is a middle or high school, and if teachers use their classrooms as their offices, an efficiency factor (E) needs to be applied to the capacity calculation. This efficiency factor is a ratio of total class periods used in one day to the total potential class periods per day. This number typically ranges from 75 to 90 percent.

\[(A ÷ B) \times E = \text{Capacity of Classroom (C)}\]

DCPS will determine a maximum desired number of students per classroom; the capacity of a classroom may not exceed DCPS’ desired number of students per classroom.

The sum of all the capacity-driving classrooms will result in the building capacity. For example, middle school capacity is calculated as follows:

Middle School Example:
- Three capacity-driving classrooms
- Efficiency factor of 86% (equivalent to one planning period out of seven)

<table>
<thead>
<tr>
<th>Classroom Area (A)</th>
<th>SF/Student (B)</th>
<th>Efficiency Factor (E)</th>
<th>Capacity (C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>900</td>
<td>34</td>
<td>86%</td>
<td>23</td>
</tr>
<tr>
<td>700</td>
<td>34</td>
<td>86%</td>
<td>18</td>
</tr>
<tr>
<td>1200</td>
<td>34</td>
<td>86%</td>
<td>25*</td>
</tr>
</tbody>
</table>

Table 1: Sample Building Capacity Calculation
* 25 students is maximum, although calculation would equal 30
DEVELOPING PROTOTYPES

Final prototype programs are influenced by many factors, including, but not limited to: graduation credit requirements, teacher-to-student ratios, classroom efficiency rates determined by administrative decisions, classroom scheduling styles, semesters vs. quarters, educational standards, program offerings, and District desires. Understanding the factors that determine the methodology is important to understanding the individual prototypes.

Establishing building capacity is the first step in a multi-phase, iterative process that determines a school’s full program of spaces. Other factors, including the addition of specialized rooms or duplication of specific spaces for specialized programming, are the result of interviews with DCPS’ faculty and staff and are based on current District preference and practice.

Understanding the maximum number of students per classroom is essential to calculating building capacity. The fewer students allocated per classroom, the more classrooms needed. There is ongoing discussion within the educational community on how many students per classroom is the most appropriate. All the students-per-classroom ratios listed in these Ed Specs are directives of DCPS. In order to plan and build flexible facilities, the planned capacity of each classroom is less than the maximum number of students who could comfortably fit in the room.

Another consideration when determining the building capacity is the allocation of spaces needed for teachers to plan, grade, and collaborate with other teachers and staff. This planning time impacts when classrooms can and cannot be used. Understanding how many teachers may be planning at one time will impact the quantity of classrooms needed for providing education. Class schedules vary dramatically among elementary, middle, and high schools so individual capacity models have been developed for each of them.

Program offerings can vary considerably between schools. Understanding what programs are essential for every school informs how much space can be provided for elective classes or site-specific needs at individual schools in a local community.

In high schools, students are required to complete a set number of credits in different subjects. For instance, calculating how many students must take math during their high school careers will determine how many math classrooms must be provided for the total school. Further understanding of when those credits are loaded in students’ schedules will determine how many math classrooms are required per grade.

The prototype programs also require a defined number of non-capacity-driving staffed spaces, such as small group rooms, pull-out spaces, and support staff offices. These spaces are based on the ratio of support staff to core teaching staff. The size of core areas and school gathering spaces—such as the library, dining and food services, physical education facilities, and site amenities—are based on anticipated uses and local and national benchmarks related to size. Historical benchmarking of regional and national schools, paired with industry standards as defined within these Ed Specs, help guide the allocation of space for these program needs.

By analyzing the aforementioned factors and engaging DCPS’ stakeholders, the Ed Specs include planning concepts and prototypes for various sizes of elementary, middle, and high schools and educational campuses. The prototype titles are used for convenience only and do not reflect actual school capacities. For example, the elementary school 325 student prototype has a capacity of 334 students. For each of the following prototypes, renovation and modernization projects can deviate by +/− 10 percent without DCPS’ review. Deviations of greater than 10 percent must be submitted to appropriate DCPS leadership for approval.
PLANNING CONCEPTS - ELEMENTARY SCHOOL PROTOTYPES (325 / 400 / 500 / 700 STUDENTS)

In elementary schools, students spend the majority of the day in a single classroom; therefore, the number of these grade-level classrooms determines the capacity of the school facility. Spaces that host classes of students for specialized “pull out” classes such as art, music, or library, do not increase the capacity of the facility as they are not typically scheduled 85 percent or more of the school day.

DCPS operates elementary schools in a range of sizes. In school year 2015-2016, seven elementary schools enrolled fewer than 250 students, 20 enrolled 250 to 350 students, 19 enrolled 350 to 450 students, 13 enrolled 450 to 550 students, and four enrolled more than 550 students. The elementary school prototypes presented in these Ed Specs accommodate 325, 400, 500, and 700 students.

The provision of pre-school and pre-kindergarten classrooms may vary from the following table, depending on a school’s Title 1 status.

Prototypes help DCPS plan for future capital outlays based on master planning priorities and projected school enrollments. The following tables provide capacity and the square footage requirements for each elementary school prototype.

### Table

<table>
<thead>
<tr>
<th>Number of Students</th>
<th>325</th>
<th>400</th>
<th>500</th>
<th>700</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Classrooms</td>
<td>17</td>
<td>19</td>
<td>24</td>
<td>31</td>
</tr>
<tr>
<td>Student Capacity</td>
<td>365</td>
<td>406</td>
<td>531</td>
<td>696</td>
</tr>
<tr>
<td>Total Gross Square Feet</td>
<td>66,183</td>
<td>72,478</td>
<td>85,600</td>
<td>105,965</td>
</tr>
</tbody>
</table>

#### Program Area

<table>
<thead>
<tr>
<th>Program Area</th>
<th>325</th>
<th>400</th>
<th>500</th>
<th>700</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-ACA</td>
<td>25,255</td>
<td>28,640</td>
<td>35,375</td>
<td>45,320</td>
</tr>
<tr>
<td>E-MC</td>
<td>4,370</td>
<td>4,790</td>
<td>5,350</td>
<td>6,470</td>
</tr>
<tr>
<td>E-VA</td>
<td>1,210</td>
<td>1,210</td>
<td>1,210</td>
<td>1,210</td>
</tr>
<tr>
<td>E-PA</td>
<td>1,150</td>
<td>1,150</td>
<td>1,150</td>
<td>1,150</td>
</tr>
<tr>
<td>E-PE</td>
<td>5,060</td>
<td>5,075</td>
<td>5,900</td>
<td>7,025</td>
</tr>
<tr>
<td>E-AD</td>
<td>3,385</td>
<td>3,425</td>
<td>3,825</td>
<td>4,025</td>
</tr>
<tr>
<td>E-HS</td>
<td>575</td>
<td>575</td>
<td>575</td>
<td>575</td>
</tr>
<tr>
<td>E-SD</td>
<td>4,065</td>
<td>4,650</td>
<td>5,336</td>
<td>6,860</td>
</tr>
<tr>
<td>E-BS</td>
<td>1,820</td>
<td>1,705</td>
<td>1,655</td>
<td>2,105</td>
</tr>
</tbody>
</table>

### Notes

- *Note: Student Capacity is a planning number based on the number of students anticipated in each classroom, it is not the same as occupancy, which is determined by applicable codes.*

Figure 3: Capacity Models for the Four Elementary School Prototypes

Figure 4: Square Footage Requirements / Space Program Summary for the Four Elementary School Prototypes
PLANNING CONCEPTS - MIDDLE SCHOOL PROTOTYPES (450 / 500 STUDENTS)

In middle school, students begin to transition between classrooms to attend a variety of specialized classes; therefore, capacity is not purely determined by “core” classrooms that teach required subject matter (e.g., English, social studies, and math), but also classrooms for elective courses. Elective classrooms that can be adaptively used for multiple subjects optimize the efficiency of the building. Flexible classrooms do not sit empty as often as highly specialized ones do, giving facility operators greater scheduling flexibility. The schedule, therefore, is a key factor in determining building capacity at the middle school level. The middle school capacity model assumes an 86 percent utilization rate, meaning a classroom is used six out of seven periods in a school day. The middle school prototypes presented in these Ed Specs accommodate 450 and 550 students.

The following tables provide capacity and the square footage requirements for each middle school prototype.

<table>
<thead>
<tr>
<th>Number of Room</th>
<th>Students Per Room</th>
<th>Capacity @ 100% Utilization</th>
<th>Capacity @ 86% Utilization</th>
</tr>
</thead>
<tbody>
<tr>
<td>450 Students</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6th Grade</td>
<td>3</td>
<td>25</td>
<td>75</td>
</tr>
<tr>
<td>7th Grade</td>
<td>3</td>
<td>25</td>
<td>75</td>
</tr>
<tr>
<td>8th Grade</td>
<td>3</td>
<td>25</td>
<td>75</td>
</tr>
<tr>
<td>Science Classroom/Lab</td>
<td>3</td>
<td>25</td>
<td>75</td>
</tr>
<tr>
<td>Technology Lab A (Messy)</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Technology Lab B (Clean)</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Self-Contained Classroom</td>
<td>1</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Art Lab</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Instrumental Room</td>
<td>1</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Choral Room*</td>
<td>1</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Gymnasmium</td>
<td>1</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Health Classroom</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Flexible Classroom</td>
<td>0</td>
<td>25</td>
<td>0</td>
</tr>
<tr>
<td>Total = 20</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Room</th>
<th>Students Per Room</th>
<th>Capacity @ 100% Utilization</th>
<th>Capacity @ 86% Utilization</th>
</tr>
</thead>
<tbody>
<tr>
<td>550 Students</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6th Grade</td>
<td>4</td>
<td>25</td>
<td>100</td>
</tr>
<tr>
<td>7th Grade</td>
<td>4</td>
<td>25</td>
<td>100</td>
</tr>
<tr>
<td>8th Grade</td>
<td>4</td>
<td>25</td>
<td>100</td>
</tr>
<tr>
<td>Science Classroom/Lab</td>
<td>4</td>
<td>25</td>
<td>100</td>
</tr>
<tr>
<td>Technology Lab A (Messy)</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Technology Lab B (Clean)</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Self-Contained Classroom</td>
<td>2</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Art Lab</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Instrumental Room</td>
<td>1</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Choral Room*</td>
<td>1</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Gymnasmium</td>
<td>1</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Health Classroom</td>
<td>2</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Flexible Classroom</td>
<td>0</td>
<td>25</td>
<td>0</td>
</tr>
<tr>
<td>Total = 25</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following tables provide capacity and the square footage requirements for each middle school prototype.

**Figure 5**: Capacity Models for the Two Middle School Prototypes

**Figure 6**: Square Footage Requirements / Space Program Summary for the Two Middle School Prototypes
PLANNING CONCEPTS - EDUCATIONAL CAMPUS (K-8) PROTOTYPES (450 / 750 STUDENTS)

Education campuses combine elementary and middle schools in one facility where teachers instruct students in grades K-8. As a result, the capacity model for these campuses combines the fixed classroom model of an elementary school for grades five and under with the class-changing model of a middle school for grades six through eight.

DCPS has two prototype models for educational campuses. The first one accommodates 450 students in a facility that is similarly sized to one of the District’s middle or elementary schools. The second one combines the student enrollment of a small elementary school with that of a small middle school, serving up to 750 students. These sizes are often larger than current educational campus enrollments. In the 2015-2016 school year, DCPS operated fourteen pre-K through-8 educational campuses. Six campuses enrolled fewer than 350 students, five enrolled 350 to 550 students, and two enrolled 575 students. Only the Brightwood Education Campus enrolled over 700 students, thus fitting into the 750-student education campus capacity model.

The following tables provide capacity and the square footage requirements for each educational campus school prototype.

<table>
<thead>
<tr>
<th>Capacity Model</th>
<th>450</th>
<th>750</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number of Rooms</strong></td>
<td><strong>Students Per Room</strong></td>
<td><strong>Capacity</strong></td>
</tr>
<tr>
<td>Pre-School Classroom</td>
<td>1</td>
<td>18</td>
</tr>
<tr>
<td>Pre-K - Grade 1 Classroom</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>2nd-5th Grade Classroom</td>
<td>8</td>
<td>25</td>
</tr>
<tr>
<td>6th-8th Grade Core Classroom</td>
<td>6</td>
<td>25</td>
</tr>
<tr>
<td>Science Classroom</td>
<td>1</td>
<td>25</td>
</tr>
<tr>
<td>Self-Contained Classroom</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>Visual Arts</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Music</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Gym</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>25</strong></td>
<td><strong>477</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Capacity Model</th>
<th>450</th>
<th>750</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number of Students</strong></td>
<td><strong>Square Feet Per Student:</strong></td>
<td><strong>Total Gross Square Feet</strong></td>
</tr>
<tr>
<td>450 Students</td>
<td>206.76</td>
<td>93,043</td>
</tr>
<tr>
<td>750 Students</td>
<td>173.58</td>
<td>130,182</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Area</th>
<th>450</th>
<th>750</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-ACA Academic Core Spaces</td>
<td>34,525</td>
<td>51,650</td>
</tr>
<tr>
<td>M-LIB Library Spaces</td>
<td>5,490</td>
<td>7,170</td>
</tr>
<tr>
<td>M-VA Visual Arts Spaces</td>
<td>1,210</td>
<td>1,210</td>
</tr>
<tr>
<td>M-PA Performing Arts Spaces</td>
<td>1,750</td>
<td>2,350</td>
</tr>
<tr>
<td>M-PE Physical Education / Health Spaces</td>
<td>10,650</td>
<td>14,725</td>
</tr>
<tr>
<td>M-AD Administrative Spaces</td>
<td>3,400</td>
<td>4,000</td>
</tr>
<tr>
<td>M-HS Health Suite Spaces</td>
<td>1,200</td>
<td>1,200</td>
</tr>
<tr>
<td>M-SD Student Dining &amp; Food Service Spaces</td>
<td>4,550</td>
<td>6,165</td>
</tr>
<tr>
<td>M-BS Building Services</td>
<td>2,860</td>
<td>3,360</td>
</tr>
<tr>
<td><strong>Building Gross Up</strong></td>
<td>25,504</td>
<td>38,810</td>
</tr>
<tr>
<td><strong>Total Facility Net Square Footage</strong></td>
<td>91,219</td>
<td>127,630</td>
</tr>
<tr>
<td><strong>Construction Factor</strong></td>
<td>0.020</td>
<td>0.020</td>
</tr>
<tr>
<td><strong>Total Facility Gross Square Footage</strong></td>
<td>93,043</td>
<td>130,182</td>
</tr>
</tbody>
</table>

*Capacity provided at 86% utilization assuming middle school grades rotate on a 7-period schedule.

Figure 7: Capacity Models for the Two Educational Campus Prototypes

Figure 8: Square Footage Requirements / Space Program Summary for the Two Educational Campus Prototypes
PLANNING CONCEPT – HIGH SCHOOL PROTOTYPES (400 / 800 / 1,100 / 1,500 STUDENTS)

In high school, students attend core classes and a range of electives, some of which take place in highly specialized facilities. Therefore, a greater variety of spaces are included in high schools than in middle schools, which increases the number of facility square feet per student. As with middle schools, the course schedule has a significant impact on the efficiency of classroom use and, consequently, the capacity of the building. The high school capacity model assumes an 86 percent utilization rate, meaning that a classroom is used six out of seven periods in a school day, or seven out of eight periods in a two-day block schedule.

High school capacities range most widely in comparison to elementary and middle school models. Small high schools can provide students with a more tightly-knit academic community, while larger ones can offer more comprehensive elective courses, career development resources, and social opportunities. In school year 2015-2016, DC operated 14 high schools. Two (Washington Metro and Luke Moore Alternative) enrolled fewer than 300 students. Five enrolled between 300 and 600 students. Three enrolled 600 to 950 students. The four largest high schools (Eastern, Roosevelt, Ballou, and Wilson) enrolled between 950 and 1,800 students.

The high school prototypes presented in these Ed Specs accommodate 400, 800, 1,100, and 1,500 students.

The following tables provide capacity for the 400 and 800 student high school prototype.

<table>
<thead>
<tr>
<th>400 Students</th>
<th>Number of Rooms</th>
<th>Students Per Room</th>
<th>Capacity @ 86% Utilization</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>3</td>
<td>25</td>
<td>75</td>
</tr>
<tr>
<td>Math</td>
<td>3</td>
<td>25</td>
<td>75</td>
</tr>
<tr>
<td>Science Labs</td>
<td>3</td>
<td>25</td>
<td>75</td>
</tr>
<tr>
<td>Social Sciences</td>
<td>3</td>
<td>25</td>
<td>75</td>
</tr>
<tr>
<td>World Language</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Fine Arts (3D, 2D)</td>
<td>0</td>
<td>25</td>
<td>0</td>
</tr>
<tr>
<td>Music</td>
<td>0</td>
<td>25</td>
<td>0</td>
</tr>
<tr>
<td>PE (Full Court Gym, Aux. Gym, &amp; Fitness)</td>
<td>0</td>
<td>50</td>
<td>0</td>
</tr>
<tr>
<td>Health</td>
<td>0</td>
<td>25</td>
<td>0</td>
</tr>
<tr>
<td>Electives</td>
<td>2</td>
<td>25</td>
<td>50</td>
</tr>
<tr>
<td>CTE</td>
<td>0</td>
<td>18</td>
<td>0</td>
</tr>
<tr>
<td>Self Contained Special Education</td>
<td>1</td>
<td>10</td>
<td>13</td>
</tr>
</tbody>
</table>

Total = 16 388

<table>
<thead>
<tr>
<th>800 Students</th>
<th>Number of Rooms</th>
<th>Students Per Room</th>
<th>Capacity @ 86% Utilization</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>5</td>
<td>25</td>
<td>125</td>
</tr>
<tr>
<td>Math</td>
<td>5</td>
<td>25</td>
<td>125</td>
</tr>
<tr>
<td>Science Labs</td>
<td>5</td>
<td>25</td>
<td>125</td>
</tr>
<tr>
<td>Social Sciences</td>
<td>5</td>
<td>25</td>
<td>125</td>
</tr>
<tr>
<td>World Language</td>
<td>3</td>
<td>25</td>
<td>75</td>
</tr>
<tr>
<td>Fine Arts (3D, 2D)</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Music</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>PE (Full Court Gym, Aux. Gym, &amp; Fitness)</td>
<td>1</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>Health</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Electives</td>
<td>5</td>
<td>25</td>
<td>125</td>
</tr>
<tr>
<td>CTE</td>
<td>0</td>
<td>18</td>
<td>0</td>
</tr>
<tr>
<td>Self Contained Special Education</td>
<td>3</td>
<td>10</td>
<td>26</td>
</tr>
</tbody>
</table>

Total = 35 851

Note: Assumes a 7 period class schedule

Figure 9: Capacity Model for the 400-Student High School Prototype

Figure 10: Capacity Model for the 800-Student High School Prototype
### PLANNING CONCEPT – HIGH SCHOOL PROTOTYPES (400 / 800 / 1,100 / 1,500 STUDENTS)

The following tables provide capacity for the 1,100 and 1,500 student high school prototype.

<table>
<thead>
<tr>
<th></th>
<th>Number of Rooms</th>
<th>Students Per Room</th>
<th>Capacity @ 86% Utilization</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1,100 Students</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>English</td>
<td>7</td>
<td>25</td>
<td>175</td>
</tr>
<tr>
<td>Math</td>
<td>7</td>
<td>25</td>
<td>175</td>
</tr>
<tr>
<td>Science Labs</td>
<td>7</td>
<td>25</td>
<td>175</td>
</tr>
<tr>
<td>Social Sciences</td>
<td>7</td>
<td>25</td>
<td>175</td>
</tr>
<tr>
<td>World Language</td>
<td>4</td>
<td>25</td>
<td>100</td>
</tr>
<tr>
<td>Fine Arts (3D, 2D)</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Music</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>PE (Full Court Gym, Aux. Gym, &amp; Fitness)</td>
<td>1</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>Health</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Electives</td>
<td>6</td>
<td>25</td>
<td>150</td>
</tr>
<tr>
<td>CTE</td>
<td>0</td>
<td>18</td>
<td>0</td>
</tr>
<tr>
<td>Self Contained Special Education</td>
<td>4</td>
<td>10</td>
<td>36</td>
</tr>
<tr>
<td><strong>Total =</strong></td>
<td><strong>46</strong></td>
<td></td>
<td><strong>1,111</strong></td>
</tr>
</tbody>
</table>

**Note:** Assumes a 7 period class schedule

<table>
<thead>
<tr>
<th></th>
<th>Number of Rooms</th>
<th>Students Per Room</th>
<th>Capacity @ 86% Utilization</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1,500 Students</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>English</td>
<td>10</td>
<td>25</td>
<td>250</td>
</tr>
<tr>
<td>Math</td>
<td>10</td>
<td>25</td>
<td>250</td>
</tr>
<tr>
<td>Science Labs</td>
<td>10</td>
<td>25</td>
<td>250</td>
</tr>
<tr>
<td>Social Sciences</td>
<td>10</td>
<td>25</td>
<td>250</td>
</tr>
<tr>
<td>World Language</td>
<td>5</td>
<td>25</td>
<td>125</td>
</tr>
<tr>
<td>Fine Arts (3D, 2D)</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Music</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>PE (Full Court Gym, Aux. Gym, &amp; Fitness)</td>
<td>1</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>Health</td>
<td>1</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Electives</td>
<td>9</td>
<td>25</td>
<td>225</td>
</tr>
<tr>
<td>CTE</td>
<td>0</td>
<td>18</td>
<td>0</td>
</tr>
<tr>
<td>Self Contained Special Education</td>
<td>5</td>
<td>10</td>
<td>50</td>
</tr>
<tr>
<td><strong>Total =</strong></td>
<td><strong>63</strong></td>
<td></td>
<td><strong>1,525</strong></td>
</tr>
</tbody>
</table>

**Note:** Assumes a 7 period class schedule

**Figure 11:** Capacity Model for the 1,100-Student High School Prototype

**Figure 12:** Capacity Model for the 1,500-Student High School Prototype
The following table provides the total square footage requirements for each high school prototype.

<table>
<thead>
<tr>
<th>Program Area</th>
<th>400</th>
<th>800</th>
<th>1,100</th>
<th>1,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-ACA Core Academic Area Spaces</td>
<td>25,440</td>
<td>46,305</td>
<td>58,486</td>
<td>76,550</td>
</tr>
<tr>
<td>H-LIB Library Spaces</td>
<td>5,060</td>
<td>7,300</td>
<td>8,980</td>
<td>11,220</td>
</tr>
<tr>
<td>H-VA Visual Arts Spaces</td>
<td>1,779</td>
<td>1,779</td>
<td>1,779</td>
<td>3,804</td>
</tr>
<tr>
<td>H-PA Performing Arts Spaces</td>
<td>10,425</td>
<td>12,625</td>
<td>14,875</td>
<td>17,575</td>
</tr>
<tr>
<td>H-JS Junior ROTC Spaces</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>H-PE Physical Education Spaces</td>
<td>23,880</td>
<td>25,630</td>
<td>26,430</td>
<td>33,720</td>
</tr>
<tr>
<td>H-TE Career and Technical Education Spaces</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>H-AD Administrative Spaces</td>
<td>9,285</td>
<td>12,085</td>
<td>14,085</td>
<td>16,785</td>
</tr>
<tr>
<td>H-HS Health Suite Spaces</td>
<td>1,600</td>
<td>1,600</td>
<td>1,675</td>
<td>1,700</td>
</tr>
<tr>
<td>H-SD Student Dining &amp; Food Service Spaces</td>
<td>4,200</td>
<td>7,296</td>
<td>9,800</td>
<td>13,085</td>
</tr>
<tr>
<td>H-BS Building Services</td>
<td>3,275</td>
<td>4,825</td>
<td>5,845</td>
<td>7,335</td>
</tr>
<tr>
<td>Building Gross Up</td>
<td>33,159</td>
<td>40,583</td>
<td>55,315</td>
<td>70,892</td>
</tr>
</tbody>
</table>

| Total Facility Net Square Footage = | 118,183 | 196,027 | 197,149 | 262,866 |
| Construction Factor          | 0.020   | 0.020   | 0.020   | 0.020   |

| Total Facility Gross Square Footage = | 120,547 | 199,348 | 201,092 | 267,719 |

Note: The Construction Factor only includes vertical circulation and building materials. Corridors and mechanical spaces are included in building systems. The amount of program- and site-specific square footage included in a facility will be determined as part of the site-specific educational specifications process.

**Figure 13**: Square Footage Requirements for the Prototypical High School
CONCLUSION

The Ed Specs update process is aimed at limiting increases to square footage of DCPS’ buildings, balancing an efficient use of resources with a desire to meet the needs of all DCPS’ students.

Secondary school adjustments to the prototype space programs resulted in an approximate five percent change in total gross square footage. While new spaces such as teacher collaboration rooms and makerspaces were added to the model, adjustments to the assumed schedule utilization rate of capacity spaces from 80 to 86 percent allowed for the inclusion of new spaces without significant increases to the footprint of the building. The adjusted utilization rate now means that capacity spaces will be used on average seven out of eight periods a day instead of six out of eight. Teachers and staff should have appropriate work space outside of their classrooms to account for this change.

On the other hand, the elementary school prototypes increased by about 20 percent compared to the original Ed Specs space program. Square footage increases were primarily driven by designs to better accommodate Next Generation Learning design elements. These increases were not within core classrooms, but supporting spaces. The supporting spaces added or made larger include discovery common areas to support collaborative learning, makerspaces for hands-on STEM and other project-based learning opportunities, and teacher collaboration rooms to advance teacher and student achievement. Since students do not rotate as they do at the secondary level, there was not an opportunity to offset the increase in building square footage by adjusting planned use of rooms throughout a school day.

Across all school types, the library has become a highly activated and collaborative space where traditional library services are complemented by state-of-the-art technology. Within the library, new makerspace and small breakout spaces facilitate collaboration and cater to Next Generation project-based learners.

While individual classroom square footage may not have changed, the manner in which rooms are outfitted and configured has been altered to support project-based learning. Updated designs promote flexibility and student collaboration and meet DCPS’ goals for interchangeability of use. Other adjustments included allotments for storage and an emphasis on public spaces to store and display student project work and materials.

Lastly, the update to the Ed Specs provides a focused section on site and school yard and the inclusion of an outdoor classroom in support of OSSE’s Design Guidelines for Outdoor Classrooms and School Gardens.

Overall these adjustments to the Ed Specs create school buildings that are responsive to current and future uses. Each major component of the space program is included in the “Program Areas” section and is described in an executive level narrative that expounds on the intent of these spaces.

These Ed Specs define prototypical facilities for the purpose of understanding space needs and building efficiencies. Architects and designers will be mindful that the prototypes and following sections are guideline tools to advance the design of DCPS’ schools. These rules are to be vetted through the site-specific educational specifications development process by coordinating with DCPS professional planning staff and its other stakeholders.
SITE AND SCHOOL YARD
INTRODUCTION

The school building and site should be a focus of activity before, during, and after school for students and the public. The site guidelines are built around the academic goals and criteria established by DCPS’ administration, staff, students, and community. Design professionals must consider site efficiency a priority. Although not all sites will be able to accommodate a new or replacement facility, the design for the campus will holistically consider both the building and the site. The modernized campus should instill a sense of place and pride for the school and surrounding community.

Design professionals will work with DCPS to develop site-specific Ed Specs to ensure that all appropriate educational spaces needed to optimize teaching and learning are included. The design team will review the site amenities with DCPS based on the impacts to the educational program, community need, and availability of existing recreational facilities within the vicinity of the school. Sites should be designed with potential community use on nights and weekends in mind.

SITE AND SCHOOL YARD IMPORTANCE

Outdoor spaces are an important asset for the school and the community. These spaces serve as extensions of the classroom and their design impacts learning and student development. School yards and the campus provide students with the opportunity to learn about the natural world through an exploration of textures, water, plants, and animals.

Playgrounds, courtyards, and other outdoor spaces should be deliberately planned to complement the indoor learning environment. Other outdoor learning areas may contain a nature area, amphitheater, gazebo, or tables to act as an outdoor classroom.

Research experts from the University of Illinois, Cornell University, American Academy of Pediatrics, and Mayo Clinic agree that it is important and beneficial for children to have 30 to 60 minutes of outdoor play time per day. The site layout should accommodate easy access from the school building to the play components of the school yard so time is not lost traveling to and from the classroom.
SCHOOL YARD COMPONENTS

A school yard can consist of a variety of spaces including play equipment, open space, outdoor classrooms, garden beds, fields, and courts, each accomplishing different goals. Site and playground design should take into consideration the adjacencies to the various play spaces. Design shall also consider the importance of sight lines across the school yard, so as to allow for careful supervision and quick emergency response by school staff and prohibit damage to the school and neighboring property from play activities.

Play Equipment

Specifically in elementary school facilities, play equipment must be included in the site design. It must be age appropriate, allow for areas of shade, and include many different interactive features to encourage imaginary, structured, sensory, and inclusive play options by providing a variety of activities within the play equipment such as rocking, swinging, balancing, climbing, and sliding. The play equipment function and design should be coordinated with school staff, students, parents, and the community to incorporate elements that the users most appreciate.

When possible, the site design team should locate play equipment near the classrooms of each age group and / or student dining. Depending on site-specific needs, the play equipment may be enclosed with landscaping and / or fencing for security and safety. Designers are encouraged to use the latest Crime Prevention through Environmental Design (CPTED) elements when configuring the school yard. Play equipment will be in compliance with the most current version of Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use guidelines, and will meet or exceed the requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the U.S. Access Board Accessibility Guidelines for Play Areas.

Open Space, Fields, and Courts

The open space of the school yard shall include hard and soft surfaces to allow for running, biking, imaginary play, and quiet areas. Surface material selections for the open space, fields, and courts must adhere to the most recent design guidelines issued by DCPS and DGS.

At each school level, age-appropriate fields and courts should be provided. When space allows, fields and courts may accommodate spectators with bleachers or other types of seating.

Outdoor Classroom and Garden Beds

According to the Office of the State Superintendent of Education (OSSE), “Outdoor classrooms complement and expand school garden sites by providing a gathering area for teaching, but they are also multi-use spaces that serve as classrooms that support standards-based learning across subject areas.” The outdoor classroom and garden beds are to be designed for low maintenance and include specific maintenance procedures for each area.

The intent of an outdoor classroom is to provide a flexible exterior space to accommodate classes of the core academic disciplines. Activities may include science experiments, reading, journaling, instruction, and club meetings. If possible, the outdoor classroom should be protected from weather by a permanent roof covering approximately 900 square feet, if space allows, and include the following components:

- Planting beds
- Hose bibs with two spigots
- Variety of edible and non-edible species plants
- Shade
- Work tables
- Fencing
SCHOOL YARD COMPONENTS (continued)

- Tool shed or storage
- Educational signage
- Teacher workstation and table
- Student tables with seating for 30
- Teaching wall with writable or tackable surface

DCPS has partnerships with multiple organizations focused on promoting health, nutrition, and environmental literacy in DCPS’ school yards. The designers will consult with DCPS to determine if there are partnering organizations to provide expertise when designing and implementing outdoor classrooms and school gardens.
SCHOOL YARD CONSIDERATIONS

The following considerations are site-dependent and designers will discuss site limitations with DCPS during the site-specific Ed Specs review process. The goal of the school yard should be to maximize the available outdoor space.

Elementary School

Specific components to be considered during the design of elementary school sites include:

• Field for PE classes to play games and sports such as soccer, kickball, and / or softball
• Approximately equal areas of hard and soft surfaces
• Structured play to include activities for each grade level
• Rocking, swinging, balancing, climbing, sliding, and overhead play equipment
• Hard surfaces to accommodate four square, basketball, jump rope, chalk art, etc.
• Quiet / discovery zones
• Outdoor tables and seating near dining area
• Outdoor classroom
• Gardens
• Trees for shade and biodiversity to be planted in locations so staff can safely view student play areas and tree roots don’t get damaged by frequent compaction

Middle School

Specific elements to be considered during the design of a middle school site include:

• Tennis courts
• Football / soccer field
• Track
• Softball and / or baseball field
• Basketball courts
• Bleachers surrounding fields
• Outdoor tables and seating near dining area
• Outdoor classroom
• Gardens
• Trees for shade and biodiversity to be planted in locations so staff can safely view student play areas and tree roots don’t get damaged by frequent compaction

High School

Specific elements to be considered during the design of a high school site include:

• Tennis courts
• Running track
• Football field with concessions and press box
• Field events (long jump, high jump, and similar)
• Softball field
• Baseball field
• Basketball courts
• Bleachers surrounding fields
• Lighting
• Outdoor classroom
• Outdoor tables and seating near dining area
• Gardens
• Outdoor play area for schools with child care centers
• Trees for shade and biodiversity to be planted in locations so staff can safely view student play areas and tree roots don’t get damaged by frequent compaction
SITE CIRCULATION, PARKING, AND PICK-UP / DROP-OFF ZONES

Site Circulation

DCPS’ schools are located in densely-populated neighborhoods and many students walk to school, receive rides from parents, or take public transportation. Design site circulation should be organized with separation between vehicular and pedestrian traffic to provide safe access to and from the campus. Pedestrian and bicycle circulation patterns should be designed so they connect easily to and from the school and public transit pathways. Crosswalks and pathways should be clearly marked and identified for pedestrians and bike riders. All play areas should be protected from vehicular and unnecessary pedestrian traffic so students have a safe and secure school campus, and bicycle racks that offer secure loops for locking bikes should be provided in accordance with the latest zoning requirements. The site should have directional signage for visitors, new students, staff, and parents. The loading zones should be located near the main entrance to the school building and along the typical parking lane.

Parking

Designers will meet zoning requirements while minimizing parking impacts on outdoor play spaces.

The District Department of Transportation (DDOT) has adopted a plan that incorporates sustainable practices into all transportation systems. Over the last 10 years, parking requirements for school facilities have been revised to meet DDOT’s Sustainability Plan mission to:

“Develop and maintain a cohesive, sustainable transportation system that delivers safe, affordable and convenient ways to move people and goods — while protecting and enhancing the natural, environmental and cultural resources of the District.”

“For DDOT, sustainable transportation is a transportation system that provides its users with various mode choices in a balanced manner without compromising their safety, accessibility, and mobility while supporting the economy, promoting livability and protecting the environment.”

The design professional should confirm that all parking quantity requirements conform to the latest DC municipal regulations.

Pick-Up and Drop-Off

Student safety is the primary consideration when designing drop-off areas. Designers will consult with the DDOT Safe Routes to School coordinator, DCPS and school administration when developing and sizing all student drop-off options. When possible, student drop-off and pick-up should occur in a separate area from other pedestrian and bus traffic.
PROGRAM AREAS
The following section provides executive-level narrative summaries of the core program space areas, including a description of key space functions and critical design features and adjacencies. These descriptions are intended to provide a framework for the building design while allowing the project team significant flexibility on the site-specific plans.

Main Office-Reception/Administration/Student Services

When students, families, and other visitors enter a DCPS building, it is important that they are greeted with an inviting and well-organized entry and front office suite. The primary administrative offices, guidance services, and student services should be located in this centralized area at the main entrance to the school. Spaces for community use, such as parent resource rooms and restrooms, should be located within close proximity to the main office.

All school locations should include a well-defined main entry with a security check-point where visitors will verify their identity and transition into the main office before gaining access to student areas of the school.

The main office suite should have direct visual access to the entrance doors and vestibule. Appropriately-sized office spaces should be provided with an adjoining shared conference room and adjacent staff restrooms within the main office. When possible, appropriately-sized space should be provided within or near the main office that includes itinerant work stations and storage for traveling staff, such as occupational and physical therapists.

In addition to a centrally-located main office, each grade-level academic cluster at the secondary level may include an administrative cluster. Administrative clusters should consist of offices and meeting spaces to support the assistant principal, counselors, and support staff. Administrative clusters should be designed based on school size, type, and program.

Health Services

DCPS has an active partnership with the Department of Health and is committed to providing on-site health services and education to all DCPS students and their families. DCPS has built internal capacity at all high school campuses to offer health services and to provide students with wellness strategies aimed at empowering students to be active participants in their health and welfare.

Gender Neutral Restrooms

In line with DCPS’ goal of inclusive design, school and restroom facilities will be designed to empower all students to comfortably use the restroom that matches their preferred gender identity. Restroom facilities will be absent of gendered elements and provide stalls for all students. If increased privacy is desired, a student will have access to a single-user restroom located on the campus. All DCPS facilities are required to comply with Federal Law, Title IX, of the Education Amendments of 1972, and D.C. Municipal Regulations Title 4 Chapter 4-8, or as revised and updated.

Core Instruction

In support of DCPS’ commitment to provide Next Generation Learning experiences, new or modernized DCPS schools should include the spaces described in the following section. This executive level summary of space descriptions is provided to enhance the design professional’s understanding of the general spatial intent of each learning environment.
Library

Library spaces have evolved to be highly collaborative places for students and faculty alike. In this environment, Next Generation Learners may approach projects using tools in line with their personal learning style. This requires flexible spaces that are both interactive and engaging and that allow learners to work individually or in groups to hone their critical-thinking skills.

In today’s learning environment, the library is an interactive studio of social collaboration and research for both teachers and students. They are the learning “commons”—an extension of the classroom and the social heart of the school. As such, they should incorporate spaces for quiet, solitary reading as well as spaces for group presentations, collaboration, and socialization. Margaret Sullivan describes this transition in *Divine Design: How to Create the 21st Century School Library of Your Dreams* (2011):

“Learning models are changing, and school libraries need to take the lead. In many schools, collaborative and project-based learning are popular, as are peer-to-peer tutoring and one-on-one learning. Classrooms are moving away from a ‘front-of-the room’ mentality and adapting to students’ learning styles. Libraries need to embrace the same logic and change to reflect the way students prefer to learn. Flexibility is vital; traditional library furniture can be cumbersome and make multiple seating configurations impossible.

In the home, when people want to study or create something or chat, they head for the kitchen. People use the kitchen table to spread out their work, to be close to others, to watch TV, or to see what their siblings are doing. In the kitchen, you can drink a beverage without fear of spilling it on a thousand-dollar chair. The same applies to a school library. It’s a working environment; it should have a lot of ‘appliances’ and space to do research, make stuff, and consume a ‘big information meal.’ Now, that’s not to say your library can’t be one of the most attractive spaces in the school.

Color and texture are another way to add sensory excitement to your library. The walls, floors, and ceilings all offer surfaces for bright colors, murals, and artwork. Besides adding some pizzazz, these elements can visually unite different areas in your library or highlight a particular area. Beige, white, and nondescript carpeting have had a monopoly in school libraries for far too long.”

The ideal learning commons will offer an array of learning, gathering and production spaces. These spaces might include a “café,” a mobile computing environment, small audio-visual-enhanced group study conference areas, small pleasure-reading libraries for voluntary independent reading, individual study carrels, and/or a media production room. Libraries should be outfitted with furniture that is comfortable and creates a home-like atmosphere, similar to that of a popular bookstore or a university union. It is important that the area be a comfortable and inviting space for young learners.

Next Generation Learners integrate technology into all aspects of life. They communicate and learn through online devices, but they also capitalize on these technologies to create, publish, and perform. The library can integrate these capacities through the inclusion of computer stations for student and faculty research, a publications room for the school newspaper and yearbook, a video production and editing lab for film, a distance learning/videoconferencing lab, a multi-disciplinary makerspace, and a variety of display venues. By introducing students to workplace technologies such as interactive electronic presentation devices, schools will help students be college- and career-ready.

Flexible furniture, seating, and shelving should be arranged to create multiple natural focal points. These areas should be designed to accommodate large-group story-times and presentations, small-group resource pockets, and individual reading nooks. Small-group rooms, located off the library space, can accommodate student needs and add important flexibility to the space.
**Classrooms**

Collaboration and communication within groups while learning is essential; therefore classrooms should be designed around project-based learning centers, with flexible and easy-to-arrange furniture. Classrooms should provide teaching-and-learning surfaces on multiple walls, including touch-screen interactive boards, magnetic erasable white boards, and tackable surfaces that provide variety in the medium that is used to deliver educational content and engage the student.

Flexible walls that are used to expand classrooms into multi-class group learning settings should be considered in order to promote programming flexibility. When providing flexible walls, acoustical separation should be considered to ensure the learning environment is not impacted by sound from adjacent spaces. Additionally, the provision of an itinerant or hoteling space for drop-in, special-needs instructors or related service providers should be included within the program.

As schools embrace technology, the appropriate routing and distribution of power and data outlets is critical. Classrooms should have appropriate infrastructure (e.g., electrical and data outlets) to support teaching devices, student computers, and other electrical equipment. Voice enhancement systems ensure that teachers, students, video conferences, and the audio portion of audio-visual content can be clearly heard. The electrical requirements should be sufficient to allow in-classroom charging locations or customized charging storage for laptops or other student computing devices.

All classrooms must meet these minimum requirements allowing for interchangeability of programs and maximum flexibility in use. New schools and renovations should be constructed to allow for future changes in programs without requiring significant renovations.

The new prototype Ed Specs retain the 900 square feet standard for academic core classrooms in elementary schools, and 850 square feet in secondary schools which—according to 2009 research published by C. Kenneth Tanner—is the average size of a 20-25 student classroom in the United States.
SPECIALIZED PROGRAM SPACES

The programs described below are designed to take place in academic core classrooms.

English Language Learning (ELL)

DCPS offers a variety of ELL programs to best meet the needs of students at every grade level and at every school. Approximately 5,200 DCPS students benefit from ELL services. Seventy-five percent of ELL students have a Spanish background; however, DCPS serves students with proficiency in over 200 languages. DCPS’ programs range from English-based instruction with an English as a Second Language teacher, to dual-language education programs that simultaneously promote proficiency in the student’s native language and English. The Secondary Newcomer program, available at several District schools, provides support to immigrant students with limited English and academic experience. The District also offers an International Academy that groups immigrant students together and requires them to enroll in rigorous and collaborative classes from the first day of instruction.

Dual Language

DCPS currently offers 11 dual-language programs. All 11 programs focus on bilingual education taught in English and Spanish. The goals of the program include:

- Bilingualism
- Biliteracy
- High achievement
- Cultural competency

The dual-language program allows students to develop core academic skills in two languages. A typical dual-language program requires a rotating schedule where students spend 50 percent of their learning day in one language and 50 percent in the other. This schedule may require an equal number of classrooms per grade.

Dual-language education can be delivered without a rotating schedule. Designers will consult with DCPS during the site-specific Ed Specs development phase to ensure accurate classroom counts.

Schoolwide Enrichment Model (SEM)

The Schoolwide Enrichment Model (SEM) is designed to allow students to learn creatively, collaboratively, and rigorously. The SEM program exists at five elementary schools, four middle schools, and one education campus. The SEM program does not require an application, but rather is open to all students enrolled at a SEM school. The program is designed to identify gifted behaviors through a tailored teaching methodology. Specific instructional programs are designed to meet the needs of high-ability learners. Designers will consult with DCPS during the site-specific Ed Specs development phase to determine if this program will be included.

Visual and Performing Arts

DCPS is committed to providing a wide range of performing and visual arts programs to best fit each school’s curriculum. However, visual and performing arts spaces require significant investment due to their square footage requirements; therefore, these spaces should be designed to accommodate a variety of activities to maximize their utility.

Visual Arts

DCPS’ arts programs provide space for students to both study and create works of art that cover a diverse range of media relevant to students’ lives. In addition to the exploration of traditional two- and three-dimensional art, the program provides for the creation of digital media such as animation and multimedia art. Students should learn through close study observation and discussion, demonstration, individual and group activities, technology, critiques, and sharing sessions.
Performing Arts
DCPS' music programs contribute in important ways to each student's life by developing skills of perception, observation, and communication, and by helping students to understand the creative process. Students should learn through discussion, demonstration, small- and large-group activities, performances, and sharing sessions.

Science
In December 2013, DCPS and the Office of the State Superintendent of Education adopted the Next Generation Science Standards (NGSS) as the new K-12 science standards for the District of Columbia. These standards were implemented into DCPS' curriculum starting in school year 2014-2015. Per the NGSS partnership:

The Next Generation Science Standards (NGSS) are K–12 science content standards. Standards set the expectations for what students should know and be able to do. The NGSS were developed by states to improve science education for all students.

A goal for developing the NGSS was to create a set of research-based, up-to-date K–12 science standards. These standards give local educators the flexibility to design classroom learning experiences that stimulate students' interests in science and prepare them for college, careers, and citizenship.

DCPS' students take various science courses throughout their academic experience, including those related to earth, life, physical sciences, engineering, and technology. If space allows, science classrooms should be provided at the elementary level for hands-on learning. However, science classrooms are not required at this level.

Middle and high schools require both lab and classroom spaces.

If possible, the classroom and lab should be combined into one space to facilitate lesson design that establishes a theoretical foundation and then immediately demonstrates the practical application through lab experimentation. Secondary education science requires more experimentation and in-depth study of earth, life, physical sciences, engineering, and technology.

Career Technical Education (CTE)
DCPS offers a range of career technical education (CTE) programs through 23 different career academies, which include:

- Architecture and construction
- Mass media and communications
- Biomedical science and biotechnology
- Culinary and hospitality management
- Interactive media
- Computer science
- Engineering
- Law and public safety

CTE provides the educational foundation for students to pursue post-secondary education, apprenticeships, and a career in the armed forces. CTE courses also supplement the core curriculum requirements needed for graduation. Programs are carefully selected to promote paths to high-demand careers in the District. Through CTE, DCPS students have the opportunity to enroll in local college courses, take college tours, enroll in SAT test prep, and engage in financial aid mentorships, including an introduction to FAFSA and DC TAG assistance programs.

The new Ed Specs prototype has created a standard CTE lecture room, lab, and specialized room. The design guidelines allow for greater flexibility at the site-specific level to accommodate a wide range of programs. Programs should accommodate specialized needs with the use of furniture and equipment, making the rooms flexible in case of changes in program offerings. However, some
SPECIALIZED PROGRAM SPACES (continued)

CTE program courses require specialized spaces that cannot be accommodated in a traditional classroom or lab. These spaces, such as demonstration kitchens and automotive technology areas, are to be accommodated at the site-specific level.

Physical Education

DCPS offers formal physical and health education to all students at every grade level. To support these programs, a variety of indoor and outdoor areas are required. All grade levels should have a general education classroom, an appropriately-scaled gymnasium or a multipurpose space, bicycle storage, exterior and equipment storage, and a washer and dryer. Fields and outdoor courts should be available when space is available. Middle and high schools should also include a dance studio, weight room, and locker rooms.

School-sponsored and intramural sports that use both indoor and outdoor space are offered each season. At the high school level, fixed interior seating should accommodate the entire school population in bleachers. To further support the physical education program and provide for after-school programming, larger schools should have a multi-purpose space and locker rooms with showers.

The gymnasium should be divisible into two smaller zones to allow for dual-use, and should have access to parking nearby as well as a separate entrance for after-school activities.

Special Education

DCPS offers a wide range of specialized programs and is dedicated to providing a school environment that allows all students, regardless of ability, to have access to the curriculum. Special education facilities should be integrated throughout each school to provide the least restrictive environment possible for all students. When possible, special education programs such as co-teaching should allow students with disabilities to remain in grade-designated classrooms.

One specialty space per every two grade levels or at least three specialty spaces should be provided per school for the purpose of speech, occupation, and individualized learning needs. Pull-out spaces should also be provided with a capacity of up to five people. Pull-out spaces should be designed with flexible furniture and ample storage to support the variety of services provided by DCPS.

On school campuses that offer Behavior and Education Support (BES) or Communication and Education Support (CES), a de-escalation room (“independent area”) is required. If BES and CES are both offered on a school campus, they can share one independent area. All DCPS facilities should be designed with the ability to accommodate an independent area, if needed in the future. Special attention will be given to accessibility, adjacencies, and DCPS’ commitment to least restrictive environment goals.

Dining / Food And Nutrition Services

Designers will reference the latest code requirements and consult with the Department of Health and other agencies when designing foodservice spaces. Dining space(s) should accommodate one-third of the projected student capacity for each of the three lunch periods to ensure students enjoy a healthy meal at a reasonable time during their school day. The dining area(s) should be warm and inviting space(s) with multiple seating choices that encourage a family meal culture. When space on the site allows, the dining area(s) should include natural light. Furniture and serving lines should be age and height appropriate. The areas should be flexible to accommodate multiple uses, such as student dining, performances, large assemblies, and community events. Designers should consider acoustical and mechanical concerns to account for the various potential uses and the scents generated by food preparation. Restrooms should be located adjacent to, or within close proximity of, the dining space to accommodate students during their lunch periods.
DCPS believes that nutrition is a key component in serving the whole student. Proper nutrition can influence a student’s behavior, energy level, cognitive and physical health, and overall well-being. In line with DCPS’ prioritization of nutrition and wellness, foodservice is transitioning away from warming kitchens toward cooking kitchens where fresh foods can be prepared for each meal. All kitchen and food preparatory spaces will be designed to meet the latest Department of Health guidelines and should be equipped with a large freezer, appropriate refrigerator storage, ample dry storage, and a dedicated office space for foodservice staff.

**Corridors, Commons and Extended Learning Areas (ELA)**

As budgets permit, designers should incorporate stimulating color palettes / finishes and school symbols throughout the corridors and common areas. These spaces should also provide interactive learning opportunities along with space for displays of 2D and 3D art, various projects and exhibits.

Extended Learning Areas provide informal, open or enclosed, collaboration and breakout spaces that allow learning activities to extend into public space from the classroom. These areas should be seamlessly integrated into the hallways, allowing users and passersby visual access into and throughout the space. The goal of these ELAs is to provide a collaboration space and a continuation of the classroom. These spaces are critical to Next Generation Learning as they support a variety of learning styles, promote collaboration, and provide a borderless learning environment for students, staff, and administrators. All ELAs should have flexible furniture or furnishings that maximize the use of space, interactive touch and display devices, as well as magnetic marker boards and tackable wall surfaces.

**School / Community Partnerships**

DCPS has various partner organizations and groups, all with the common goal of having a sustainable impact on student success. Community partners donate their time, resources, and financial support to DCPS and its students. These partners are critical to providing students with the dynamic curriculum, school events, and other valuable programs necessary to fulfill the District’s mission to provide all students with a world-class education.

Designers should be sensitive to these community partnerships and parent groups. When feasible, a designated room should be provided to aid community partnerships and parent group meetings. The design should incorporate a flexible space that can serve multiple types of community and school groups. Designers should take into consideration location, site access, and mechanical systems’ interior zoning / controls during school and after hours for the spaces.

**Technology**

The facility should contain the latest technology, and infrastructure should be provided to support wireless access to data and video throughout the building. Access to technology should be seamless and continuous throughout the building with the minimal number of hard drops needed to support voice communications, teaching stations, and wall-mounted devices.

The implementation of a voice, data, and video telecommunications system throughout schools is fast becoming a standard across the country. Appropriate and strategically-designed and installed technology will greatly enhance the teaching and learning of basic skills and position a school to take advantage of future technological developments. All classrooms should be multi-use / multi-purpose with invisible technological support. There
SPECIALIZED PROGRAM SPACES (continued)

should be a seamless web of technology to support the classroom management among administration, teachers, students, and the home. Electrical and low-voltage infrastructure should support the concept that learning can happen anywhere. The specific technology tools and design guidance should be determined based on best practices at the time of construction.

Voice, data, and video systems can help deliver instruction, data management, and student services. As home and business worlds move into higher levels of technological applications, it is critical for schools to be able to integrate technology into the teaching and learning processes. Technology can support multiple instructional designs, including:

- **Whole group instruction (20-30 students):** This includes the use of tablets, document cameras, video projectors, laptops, and interactive electronic presentation devices.
- **Small group instruction (six-eight students):** This includes areas in the classrooms, pull-out rooms, and shared common spaces where a teacher or another resource person can work with groups of six-eight students. The technology is the same as whole group instruction technology with the only difference being the group size.
- **Individualized instruction (one-two students):** This is primarily a computer-based instruction model whereby students interact with a computer, laptop, or tablet. These multimedia workstations should integrate voice, video, and data formats.

Technology has four primary applications within the school environment. These applications have the potential for a positive impact on every aspect of the educational process. The following descriptions provide an understanding of how the four primary applications interface with each other and some examples of educational applications in each area.

- **Voice:** Voice over Internet Protocol (VoIP) is a technology that allows users to make voice calls using a broadband internet connection instead of a traditional phone line. This tool should be included in every educational space throughout the building to allow for seamless communication across the district through one system and directory. VoIP will serve as a communication tool for teachers and staff to communicate internally and externally daily.
- **Data:** Providing data retrieval capabilities in every classroom and throughout the building is critical to DCPS’ current teaching structure. Ensuring robust network capabilities district-wide is needed to support whole- and small-group instruction, distance learning, and access to a wide range of internal and external resources.
- **Video:** Video distribution along with interactive video capabilities should be accessible in every classroom and throughout the building. These tools support whole- and small-group instruction, distance learning, and access to a wide range of internal and external resources.
- **Interactive screens:** Interactive computer screens should be integrated into at least one teaching wall. Providing the building infrastructure for additional interactive teaching devices in the future is expected to support Next Generation teaching and learning. DCPS’ technology standards are constantly evolving and are updated as new technology enters the market. Designers will consult with DCPS for the latest technology standards at the time of planning and design. To support the required technology that students and teachers need, designers will need to actively coordinate with DCPS staff to properly identify the location and count of data ports, electrical outlets, and wireless repeaters.

**Safety and Security**

DCPS wants to maintain an inviting and de-institutionalized environment in its schools while simultaneously providing a safe environment for the students, staff, and community who use the
facilities. The designers will carefully integrate modern passive and active safety and security measures that ensure students, faculty, staff, and visitors are safe and secure both in the building and on campus. Active security is based on security systems while passive security is based on program design, building configuration, and community participation. DCPS will also consider the organization of the building and the way the layout impacts student behavior and safety. Limiting the number of entry points into schools is a key step in providing a secure campus. In addition to providing a safe environment for students, staff, and community members, DCPS must also ensure that building contents are secure.

The principles of Crime Prevention through Environmental Design (“CPTED”) should be followed to incorporate passive safety and security measures. CPTED is a broader approach to safety and security and it creates building designs that encourage desirable behavior, heighten functionality, and decrease anti-social behavior. CPTED principles have three main considerations:

• Natural surveillance: the capacity to see what is occurring without having to take special steps to do so
• Natural access control: the capacity to limit who and how someone can enter a facility
• Territoriality: the capacity to establish authority over an environment by demonstrating who is in charge, who is allowed, and who is not welcome

These CPTED design principles have application across the school campus and building, and influence consideration of the building layout, technology, building materials, visitor management, and after-hours operations in the building as follows:

**Building Layout**
- Design restrooms to balance the need for privacy with the ability to supervise
- Locate restrooms in close proximity to classrooms
- Avoid blind spots, corners, and cubby holes, and maintain lines of sight
- Use openings to create transparency
- Locate administrative and teacher-preparation spaces that provide visual contact with major circulation areas (i.e., corridors, cafeteria, bus drop-off, and parking)
- Decentralize administrative spaces to avoid their isolation and encourage passive supervision
- Develop spatial relationships that naturally transition from one location to another
- Locate areas likely to have significant community (after-school) use close to parking and ensure these areas can be closed off from the rest of the building

**Technology**
- Provide secure storage of high-value technology assets
- Install telephones and / or other communication devices in every instructional and support area
- Install building-wide all-call capabilities designed to be heard throughout the school, on athletic fields, and on the immediate exterior when needed
- Install motion or infra-red detectors that are capable of conserving lighting costs
- Install video surveillance and intrusion detection systems
- Install smoke and heat detectors throughout the building
- Install emergency call buttons in large parking areas
- Install magnetic locking systems and carefully-selected door hardware to facilitate lock-downs if needed

**Building Materials**
- Use durable wall surfaces and maintainable flooring materials that are easy to clean so graffiti and dirt can be removed
- Install operational windows with appropriate locking
SPECIALIZED PROGRAM SPACES (continued)

mechanisms
• Install non-slip floor materials and walk-off mats at points of entry
• Use interior glass to create a transparent environment within the school
• Artfully use colors, artificial lighting, and natural day lighting to create an environment that is aesthetically pleasing to support student and faculty pride in the building

Visitor Management
• Ensure the front entry lobby is welcoming and inviting for students, staff, and visitors; a central visitor registration area should be prominent upon entry
• Install clear wayfinding signage to direct visitors upon arrival to visitor registration and throughout the building
• Provide a secured double vestibule or a video-enabled front entry intercom buzzer system to manage visitor entry
• Provide front lobby and exterior display systems for communicating school messages

After-hours Operations
• Zone the building for non-school day uses to promote energy efficiency and better security
• Provide securable zones to ensure the intended user groups are safely in their appropriate zone(s); zones may include academic space, performing arts space, athletic space, and program partner areas
• Provide lighting zones so that activated areas of the building are appropriately lit and unused portions of the building are unlit to conserve energy
• Provide mechanical zones that ensure optimized energy use, provide comfort for all occupants, and mitigate the conditioning of unoccupied spaces

FURNITURE, FIXTURES, AND EQUIPMENT

The new Ed Specs prototype has a variety of standard furniture, fixtures, and equipment (FF&E) for instructional and public spaces. Overall, DCPS prioritizes ease of maintenance, durability, and aesthetics when selecting FF&E. The design professionals will reference the latest DCPS-issued design guidelines to determine finishes.

All space types should have durable and easy-to-clean flooring and wall surfaces. DCPS has made the decision to eliminate carpet throughout its campuses. Acoustical sound-absorption materials should be incorporated into rooms to remediate sound challenges, where applicable. Outlets, data ports, and audio intercom systems are required across all room types. Wall finishes must be durable and easy to maintain. Designers should provide for impact-resistant wall surfaces from the floor to mid-wall in all spaces, and tiles from at least the floor to mid-wall in restrooms. Additionally, designers will assume in-wall blocking will be necessary in multiple walls in each teaching space to accommodate technology and/or furniture mounting. The designers will work closely with DCPS staff during the design phase to identify material choices and locations.

All instructional spaces should have either stackable seating or stools as appropriate, desks or tables on casters, and a mix of tackable, magnetic, and writing surfaces. Instructional spaces should also come standard with interactive electronic presentation boards, teacher and aid stations, and a variety of storage solutions. All furniture should be flexible and able to accommodate a variety of teaching and learning styles.

Public spaces should have a variety of seating options that can accommodate approximately one-third of the student capacity, be designed with after-hours community use in mind and, if possible, provide lockable doors to separate after-hour spaces from other
NOTATIONS

Exclusion of Noncompetitive Intent

The Ed Specs described in this document will not restrict, encourage, or otherwise influence public procurement laws regarding bidding on labor, materials, products, or services. Proprietary organizations and product names are not stated within the manual in order to encourage open, competitive bidding for the facilities work at schools.

Right of Ownership

The Ed Specs are the exclusive property of the District of Columbia Public Schools. DCPS reserves the right to add, delete, modify, or otherwise change the content of the Ed Specs at any time. Specific information contained within this manual will be periodically modified to reflect current economic, political, and social conditions.

Construction Codes

DCPS is subject to current rules and regulations of the Department of Consumer and Regulatory Affairs (DCRA) and partner agencies including, but not limited to, Historic Preservation Office, Commission of Fine Arts, Department of Energy and Environment, DC Department of Transportation, and servicing utility partners. Code references noted in this document are based on regulations as of December 2016. Design professionals will verify the latest code information and requirements as currently defined by DCRA and other agencies having jurisdiction.

DCPS requests that design professionals not only meet but exceed Americans with Disabilities Act requirements wherever possible to provide universally-inclusive learning and teaching environments. Resources including, but not limited to, ADA Accessibility Guidelines for Buildings and Facilities: Building Elements Designed for Children’s Use; Final Rule, and Individuals with Disabilities Education Act (IDEA) will be used as supplementary design aids in developing accessibility plans for schools.

Acknowledgement

The recommended program and concept presented here constitute the professional opinions of the Planning Team based on the assumptions and conditions detailed throughout.

The Planning Team was comprised of the following:
DCPS Facility Planning and Design (Office of the COO)
Brailsford & Dunlavey, Inc.
Studio Twenty Seven Architecture

This planning effort was informed with input from staff, faculty and the community. The Planning Team wishes to acknowledge the support, cooperation, and effort of all of the faculty, staff, and community members who contributed.
7 Things You Should Know About Makerspaces, ELI, 2013


Elements of Campus Security Design Guidelines, Security Management Online, 2005

Evidence-Based Design of Elementary and Secondary Schools: A Responsive Approach to Creating Learning Environments, Peter C. Lippman, John Wiley and Sons, Inc., 2010

Green School Characteristics, Sustainability and Student Learning, Chan, T. C., Mense, E. G., Lane, K. E., & Richardson, M. D. (eds.), IGI Global, 2014


Libraries as Makerspaces?, Tod Colegrove, Information Technology Libraries (Online), 2013

Minimum Classroom Size and Number of Students per Classroom, C. Kenneth Tanner, The University of Georgia, 2009

The Interface among Educational Outcomes and School Environment, C. Kenneth Tanner, Educational Planning, 2013

The Philosophy of Educational Makerspaces Parts 1, 2, & 3 of Making and Educational Makerspace, R. Steven Kurti, Debby L. Kurti, and Laura Fleming, Teacher Librarian, 2014


ADA Accessibility Guidelines (ADAAG), United States Access Board, September, 2002

Physical Activity and Student Performance at School, Howard Taras, Journal of School Health, 2005

The Impact of School Environments: A literature review, Steve Higgins, Elaine Hall, Kate Wall, Pam Woolner, Caroline McCaughey, The Design Council, 2005

Air Pollution and Academic Performance: Evidence from California Schools, Jacqueline S. Zweig, John C. Ham, Edward Avol, University of Southern California, 2009

![Image of a child in a makerspace setting]
Attachment B - Form of Offer Letter
[Offeror’s Letterhead]

[Insert Date]

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

Attention: Mr. George G. Lewis
Associate Director

Reference: Request for Proposal DCAM-17-CS-0131
C. W. Harris Elementary School Modernization

Dear Mr. Lewis:

On behalf of [INSERT NAME OF BIDDER] (the “Offeror”), I am pleased to submit this proposal in response to the Department of General Services’ (the “Department” or “DGS”) Request for Proposals (the “RFP”) to provide design-build services for the C. W. Harris Elementary School Modernization project. The Offeror has reviewed the RFP and the attachments thereto, any amendments thereto, and the proposed Form of Contract (collectively, the “Bid Documents”) and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit the Offeror’s Bid in response to the RFP. The Offeror’s proposal, the Design-Build Fee (as defined in paragraph A), and the Maximum Cost of General Conditions (as defined in paragraph B) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Design-Build Fee, and the Maximum Cost of General Conditions are referred to as the “Offeror’s Bid.”).

The Offeror’s Bid is as follows:

A. Design Fee/Budget is: $_____________________

B. The Design-Build Fee is: $_____________________

The Offeror acknowledges and understands that Design-Build Fee is a firm, fixed price and other than as permitted in the Form of Contract will not be subject to further adjustment. The Offeror further acknowledges that Forty Percent (40%) of the Design-Build Fee shall be at risk, and the Offeror shall be entitled such portion if such portions are earned in accordance with the Form of Contract.

C. The estimated cost of the Offeror’s general conditions (the “Maximum Cost of General Conditions”) is set forth below. The Maximum Cost of General Conditions consists of the following elements:
Cost of construction staff (only field staff are reimbursable) $__________
Fringe Benefits associated with field staff costs $__________
Payroll taxes and payroll insurance associated with field staff costs $__________
Staff costs associated with obtaining permits and approvals $__________
Out-of-house consultants $__________
Travel, Living and Relocation expenses $__________
Job vehicles $__________
Field office for CM including but not limited to: $__________
- Trailer purchase and/or rental
- Field office installation, relocation and removal
- Utility connections and charges during the Construction Services phase
- Furniture
- Field offices for the Office and Program Manager
- Office supplies

Office equipment including but not limited to: $__________
- Computer hardware and software
- Fax machines
- Copy machines
- Telephone installation, system and uses charges

Job radios $__________
Local delivery and overnight delivery costs $__________
Field computer network $__________
First aid facility $__________
Progress photos $__________
Printing cost for drawings, bid packages, etc. $__________
Other (please itemize) $__________

Total Maximum Cost of General Conditions $________________

The Offeror acknowledges and understands that the Maximum Cost of General Conditions will be incorporated into the contract and that the Offeror will not be permitted to exceed the Maximum Cost of General Conditions unless it first obtains the written approval of the Department.

C. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

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

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

2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award. In the event the Offeror fails to do so, the Department shall have the right to levy upon the Offeror’s bid bond.
3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror’s Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror’s Bid. In addition to any other remedies that the Department may have at law or in equity, the Department shall have the right to levy upon Bidder’s Bid Bond in the event of a breach of this paragraph 3.

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

5. The Offeror’s proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS “A MUTUALLY ACCEPTABLE CONTRACT” ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or sub-consultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, “LSDBE Certified Companies”) from participating in the work if another company is awarded the contract.

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

Sincerely,

Company: _________________________
Name: ___________________________
Title: ___________________________
Date: ___________________________
Signature: _______________________
Attachment C - Bidder/Offeror’s Certification Form
I. Business Type (Please check the appropriate box and provide additional information if necessary):  

☐ Corporation (including PC)  
☐ Joint Venture  
☐ Limited Liability Company (LLC or PLLC)  
☐ Nonprofit Organization  
☐ Partnership (including LLP, LP or General)  
☐ Sole Proprietor  
☐ Other  

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?  

☐ Yes  ☐ No  

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.  

State __________________________________________________________________________ Country __________________________________________________________________________  

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:  

(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or  
(b) Explain its exemption from the requirement.
1.4 If your company, its principals, shareholders, directors, or employees own an interest or have a position in another entity in the same or similar line of business as the Bidder/Offeror, please describe the affiliation in detail.

1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Offeror has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail.

PART 2: INDIVIDUAL RESPONSIBILITY

Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?

2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?

2.3 Been proposed for suspension or debarment?

2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?

2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:
   (a) Any business-related activity; or
   (b) Any crime the underlying conduct of which was related to truthfulness?

2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?

Please provide an explanation for each "Yes" in Part 2.

2.7 In the past ten (10) years has the Bidder/Offeror had a contract terminated, in whole or in part, for any reason? If so, describe each such determination in detail.

2.8 In the past ten (10) years has the Bidder/Offeror ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.

PART 3: BUSINESS RESPONSIBILITY

Within the past five (5) years, has the bidder/offeror:

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?

3.2 Been proposed for suspension or debarment?

3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?

3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:
   (a) Any business-related activity; or
   (b) Any crime the underlying conduct of which was related to truthfulness?

3.5 Been disqualified or proposed for disqualification on any government permit or license?

3.6 Been denied a contract award (in whole or in part, for any reason) or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? If so, describe each such occurrence in detail.

3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?

3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?
Please provide an explanation for each "Yes" in Part 3.

**PART 4: CERTIFICATES AND LICENSES**

Has the bidder/offeror:

<table>
<thead>
<tr>
<th>4.1</th>
<th>Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Please provide an explanation for "Yes" in Subpart 4.1.

<table>
<thead>
<tr>
<th>4.2</th>
<th>Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.</th>
</tr>
</thead>
</table>

**PART 5: LEGAL PROCEEDINGS**

Within the past five (5) years, has the bidder/offeror:

<table>
<thead>
<tr>
<th>5.1</th>
<th>Had any liens or judgments (not including UCC filings) filed against it which remain undischarged?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).

<table>
<thead>
<tr>
<th>5.2</th>
<th>Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>5.3</th>
<th>Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Please provide an explanation for each "Yes" in Part 5.

<table>
<thead>
<tr>
<th>5.4</th>
<th>Engaged in litigation with any governmental entity. If so, please identify and/or describe all threatened and pending litigation and/or claims, including but not limited to matters pending before any Boards of Contracts Appeals:</th>
</tr>
</thead>
</table>

**PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION**

<table>
<thead>
<tr>
<th>6.1</th>
<th>Within the past five (5) years, has the Bidder/Offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

<table>
<thead>
<tr>
<th>6.2</th>
<th>Has the Bidder/Offeror ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).

<table>
<thead>
<tr>
<th>6.3</th>
<th>Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".

<table>
<thead>
<tr>
<th>6.4</th>
<th>During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.

<table>
<thead>
<tr>
<th>6.5</th>
<th>During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

<table>
<thead>
<tr>
<th>6.6</th>
<th>During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government. □ Yes □ No

If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.8 During the past three (3) years, Has the bidder/offeror been audited by any government entity? □ Yes □ No

(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: CONTRACTOR PROCUREMENT ACTIVITY WITH THE DEPARTMENT

7.1 What is your organization's Design Capacity (total labor hours) to conduct or pursue business with the Department of General Services (DGS) in the current fiscal year? Design capacity is calculated by multiplying the total number of company employees dedicated to a particular line of business by no more than 12 hours per day. Person’s completing this form may be required to provide supporting documentation to substantiate allocable labor hours presented.

(a) Construction: ______________________ labor hours

(b) Non-Construction: ______________________ labor hours

7.2 In the table below, please list:

(1) The active contracts your organization currently holds with the Department of General Services, please include the contract number(s) as a part of your response; and

(2) The number of labor hours your organization has allocated to each active contract within the current fiscal year.

(Note, if more entries are required, please list an an attached addendum to this document).

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Labor Hours Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

PART 8: RESPONSE UPDATE REQUIREMENT

8.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:

(a) Within sixty (60) days of a material change to a response; and

(b) Prior to the exercise of an option year contract.

PART 9: FREEDOM OF INFORMATION ACT (FOIA)

9.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.) □ Yes □ No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains four (4) parts. Part I requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

The bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, “District Employees Not To Benefit”, will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) ______________________

(b) ______________________

PART 2. INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement

   (i) Those prices;

   (ii) The intention to submit a bid/proposal; or

   (iii) The methods or factors used to calculate the prices in the contract.
2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

PART 4: FIRST SOURCE OBLIGATIONS

4.1 I hereby certify that I am fully aware of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at $300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder/offeror’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

With regards to 2.4 (b), if the Bidder/Offeror has knowledge of such a financial interest, please provide a detailed explanation.

2.4 The Bidder/Offeror certifies that:

(a) There are no other entities related to it that are responding to or bidding on the subject solicitation or invitation to bid. Related entities include, but are not limited to, any entity that shares management positions, board positions, shareholders, or persons with a financial interest in the Bidder/Offeror.

(b) There are no current or former owners, partners, officers, directors, principals, managers, employees or any persons with a financial interest in the Bidder/Offeror who have a financial interest in the request for proposal or invitation for bid or any asset, tangible or intangible, arising out of any contract or scope of work related to the request for proposal or invitation for bid.

PART 3: EQUAL OPPORTUNITY OBLIGATIONS

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at $300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

SECTION III. BUY AMERICAN ACT CERTIFICATION

Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

PART 1: BUY AMERICAN ACT COMPLIANCE

1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.

<table>
<thead>
<tr>
<th>EXCLUDED END PRODUCTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNTRY OF ORIGIN</td>
</tr>
</tbody>
</table>

SECTION IV. WALSH-HEALEY ACT

Instructions for Section IV: Walsh-Healey Act

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed $10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the “Act”, as used in this section), the following terms and conditions apply:
(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

SECTION V. CERTIFICATION

Instruction for Section IV: This section must be completed by all bidder/offerors.

I, [ ], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.

Name [Print and sign]:

Title:

DUNS Number (If Applicable):

Telephone #: Fax #:

Email Address:

Date:

The District of Columbia is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than $1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than $2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.
GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Office of Tax and Revenue

TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number

Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent

Title

The penalty for making false statement is a fine not to exceed $5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

Office of Tax and Revenue, PO Box 37559, Washington, DC 20013
Attachment E - Davis-Bacon Wage Rates
General Decision Number: DC170002 09/08/2017 DC2

Superseded General Decision Number: DC20160002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
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<td>1</td>
<td>01/13/2017</td>
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<td>11</td>
<td>09/08/2017</td>
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</table>

ASBE0024-007 10/01/2016

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35.03</td>
<td>15.32</td>
</tr>
</tbody>
</table>

ASBESTOS WORKER/HEAT & FROST INSULATOR.........................

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.
ASBESTOS WORKER: HAZARDOUS
MATERIAL HANDLER.............$ 22.36  6.79

Includes preparation, wetting, stripping, removal, scrapping,
vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.

ASBE0024-014 10/01/2016

Rates          Fringes
FIRESTOPPER.................$ 27.56  7.23

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-002 04/30/2017

Rates          Fringes
BRICKLAYER...............$ 30.91  10.24

CARP0177-003 05/01/2017

Rates          Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet............$ 28.36  11.53

CARP0179-001 05/01/2017

Rates          Fringes
PILEDRIVERMAN...............$ 29.94  10.95

CARP0219-001 04/01/2016

Rates          Fringes
MILLWRIGHT...............$ 32.04  9.93
ELEC0026-016 06/05/2017

Rates Fringes

ELECTRICIAN, Includes
Installation of
HVAC/Temperature Controls........$ 44.65 16.74

ELEC0026-017 09/05/2016

Rates Fringes

ELECTRICAL INSTALLER (Sound
& Communication Systems).........$ 27.55 10.20

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2017

Rates Fringes

ELEVATOR MECHANIC................$ 42.79 31.585+a+b


b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

* IRON0005-011 06/01/2017
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER.......................$ 31.15</td>
<td>20.63</td>
</tr>
<tr>
<td>* LABO0011-009 06/01/2017</td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
</tr>
<tr>
<td>LABORER: Skilled.............$ 23.42</td>
<td>8.04</td>
</tr>
</tbody>
</table>

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, laggers and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootereves, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARBLE/STONE MASON...............$ 36.91</td>
<td>16.55</td>
</tr>
<tr>
<td>INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)</td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
</tr>
<tr>
<td>TERRAZZO WORKER/SETTER..........$ 27.44</td>
<td>11.44</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>TERRAZZO FINISHER.............$ 22.51</td>
<td>10.50</td>
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<table>
<thead>
<tr>
<th>Job</th>
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<tr>
<td>TILE SETTER</td>
<td>$27.44</td>
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<tr>
<td>MARB0003-009 04/30/2017</td>
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<tr>
<td>TILE FINISHER</td>
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<tr>
<td>PAIN0051-014 06/01/2017</td>
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<td></td>
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<tr>
<td>GLAZIER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glazing Contracts $2 million and under</td>
<td>$25.74</td>
<td>11.55</td>
</tr>
<tr>
<td>Glazing Contracts over $2 million</td>
<td>$29.87</td>
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<tr>
<td>PAIN0051-015 06/01/2017</td>
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<tr>
<td>PAINTER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brush, Roller, Spray and Drywall Finisher</td>
<td>$25.06</td>
<td>9.66</td>
</tr>
<tr>
<td>PLAS0891-005 07/01/2016</td>
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<tr>
<td>PLASTERER</td>
<td>$28.83</td>
<td>6.05</td>
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<td>PLAS0891-006 02/01/2017</td>
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<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$27.65</td>
<td>10.08</td>
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<td>PLAS0891-007 08/01/2016</td>
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<tr>
<td>FIREPROOFER</td>
<td></td>
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</tr>
<tr>
<td>Handler</td>
<td>$16.50</td>
<td>4.89</td>
</tr>
<tr>
<td>Mixer/Pump</td>
<td>$18.50</td>
<td>4.89</td>
</tr>
<tr>
<td>Sprayer</td>
<td>$23.00</td>
<td>4.89</td>
</tr>
</tbody>
</table>
| Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns,
metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

----------------------------------------------------------------

PLUM0005-010 08/01/2017

Rates Fringes

PLUMBER................... $ 41.67  17.60+a

  a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

----------------------------------------------------------------

PLUM0602-008 08/01/2017

Rates Fringes

PIPEFITTER, Includes HVAC
Pipe Installation............. $ 40.69  21.07+a


----------------------------------------------------------------

ROOF0030-016 05/01/2016

Rates Fringes

ROOFER..................... $ 28.75  11.74

----------------------------------------------------------------

SFDC0669-002 04/01/2017

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers)................... $ 34.40  19.24

----------------------------------------------------------------

SHEE0100-015 07/01/2017

Rates Fringes

SHEET METAL WORKER (Including HVAC Duct Installation)......... $ 40.27  18.74+a

  a. PAID HOLIDAYS: New Year's Day, Martin Luther King's

-----------------------------------------------
SUDC2009-003 05/19/2009

Rates Fringes

LABORER: Common or General......$ 13.04 2.80

LABORER: Mason Tender - Cement/Concrete...............$ 15.40 2.85

LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.............$ 11.67

POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....................$ 18.88

-----------------------------------------------
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which
these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=================================================================
END OF GENERAL DECISION
Attachment F - Bid Bond Form
GOVERNMENT OF THE DISTRICT OF COLUMBIA

<table>
<thead>
<tr>
<th>OFFER BOND</th>
<th>Date Bond Executed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(See Instructions on 2nd page)</td>
<td>(Must Not be Later Than Offer Opening Date)</td>
</tr>
</tbody>
</table>

PRINCIPAL (Legal Name and Address)

<table>
<thead>
<tr>
<th>TYPE OF ORGANIZATION (&quot;X&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] INDIVIDUAL</td>
</tr>
<tr>
<td>[ ] PARTNERSHIP</td>
</tr>
<tr>
<td>[ ] JOINT VENTURE</td>
</tr>
<tr>
<td>[ ] CORPORATION</td>
</tr>
</tbody>
</table>

STATE OF INCORPORATION

PENAL SUM OF BOND

SURETY(IES) (Name(s) and Address(es))

<table>
<thead>
<tr>
<th>AMOUNT NOT TO EXCEED</th>
</tr>
</thead>
<tbody>
<tr>
<td>MILLION(S) THOUSAND(S) HUNDRED(S) CENTS</td>
</tr>
<tr>
<td>5% OF OFFER</td>
</tr>
</tbody>
</table>

OFFER IDENTIFICATION

OFFER OPENING DATE INVITATION NO.

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the offer identified above. NOW THEREFORE, if the Principal shall not withdraw said offer within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said offer, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said offer and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the offer that the Principal may grant to the District, notice of which extension(s) to Surety(ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the offer.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this offer bond and have affixed their seals on the date set forth above.

PRINCIPAL

<table>
<thead>
<tr>
<th>1. SIGNATURE</th>
<th>1. ATTEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seal</td>
<td>Seal</td>
</tr>
<tr>
<td>Name &amp; Title (typed)</td>
<td>Name &amp; Title (typed)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. SIGNATURE</th>
<th>2. ATTEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seal</td>
<td>Seal</td>
</tr>
<tr>
<td>Name &amp; Title (typed)</td>
<td>Name &amp; Title (typed)</td>
</tr>
</tbody>
</table>
CERTIFICATE AS TO CORPORATION

I, ______________________________________, certify that I am ______________________________________, Secretary of the Corporation, named as Principal herein, that _________________________________, who signed this bond, on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

________________________________________
Secretary of Corporation

<table>
<thead>
<tr>
<th>SURETY(IES)</th>
<th>State of Inc.</th>
<th>Liability Limit</th>
<th>Corporate Seal</th>
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</thead>
<tbody>
<tr>
<td>1. Name &amp; Address (typed)</td>
<td>Signature of Attorney-in-Fact</td>
<td>Attest (Signature)</td>
<td>Name &amp; Address (typed)</td>
</tr>
<tr>
<td>1. Name &amp; Address (typed)</td>
<td>Signature of Attorney-in-Fact</td>
<td>Attest (Signature)</td>
<td>Name &amp; Address (typed)</td>
</tr>
</tbody>
</table>

INSTRUCTIONS

1. This form shall be used whenever an offer guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated “Principal” on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall affix hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word “seal”, two witnesses must be supplied, and their addresses, under the word “attest”. If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.
ARTICLE 1. DEFINITIONS

A. “Government” as used herein means the District of Columbia Department of General Services, (DGS) that is a party to a contract.

B. “Executive” as used herein means the elected head of the Government as set forth in [Public Law 93-198 dated December 24, 1973, Title 4, Part B, Section 422(1)] (Or relevant local law).

C. “Contracting Officer” as used herein means the Government official authorized to execute and administrate the Contract on behalf of the Government. Within DGS, the Director is the Chief Contracting Officer. The Director may make delegations of procurement authority to additional contracting officers within DGS.


ARTICLE 2. SPECIFICATIONS AND DRAWINGS—The Contractor shall keep on the work site a copy of Contract drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the Contract drawings, or shown on the Contract drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

There shall be no change orders or equitable adjustments for work related to items appearing in either the Contract drawing or specifications.

All Contract requirements are equally binding. Each Contract requirement, whether or not omitted elsewhere in the Contract, is binding as though occurring in any or all parts of the Contract. In case of discrepancy:

1. The Contracting Officer shall be promptly notified in writing of any error, discrepancy or omission, apparent or otherwise.


4. Change Orders have priority over: Addenda, Contract drawings and Specifications.

5. Addenda have priority over: Contract drawings, Special Provisions and Specifications. A later dated Addendum has priority over earlier dated Addenda.

7. Shown and indicated dimensions have priority over scaled dimensions.

8. Original scale drawings and details have priority over any other different scale drawings and details.

9. Large scale drawings and details have priority over small scale drawings and details.

10. Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense. The Contracting Officer will furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

ARTICLE 3. CHANGES

A. DESIGNATED CHANGE ORDERS—The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes

1. In the Contract drawings and specifications;

2. In the method or manner of performance of the work;

3. In the Government furnished facilities, equipment, materials or services; or

4. Directing acceleration in the performance of the work.

Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

B. OTHER CHANGE ORDERS—Any other written order or an oral order (which term as used in this Section (B) shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Contractor regards the order as a Change Order.

C. GENERAL REQUIREMENTS—Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work under this Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as therein required unless this 20 days is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective drawings and specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this Article, he must, within 30 days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (B) above.
With respect to the notification requirements hereunder, time is of the essence. A failure to provide timely notice constitutes waiver of the claim. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

D. CHANGE ORDER BREAKDOWN—Contract prices shall be used for Change Order work where work is of similar nature; no other costs, overhead or profit will be allowed.

Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable price adjustment and/or adjustment of completion time.

When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 4 and shall be based upon the breakdown shown in following subsections 1. through 7. The Contractor shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.

1. **Labor**—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.

2. **Bond**—Payment for additional bond cost will be made per bond rate schedule submitted to the Office of Contracting and Procurement with the executed Contract.

3. **Materials**—Payment for cost of required materials will be F.O.B. destination (the job site) with an allowance for overhead and profit.

4. **Rented Equipment**—Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Contractor will be based on receipted invoices which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.

5. **Contractor’s Equipment**—Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the Government will be based on one-half the derived hourly rate under this subsection.

6. **Miscellaneous**—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.
7. **Subcontract Work**—Payment for additional necessary subcontract work will be based on applicable procedures in 1. through 6., to which total additional subcontract work up to an additional 10 percent may be allowed for the Contractor’s overhead and profit.

**ARTICLE 4. EQUITABLE ADJUSTMENT OF CONTRACT TERMS**

The Contractor is entitled to an equitable adjustment of the contract terms whenever the following situations develop:

**A. DIFFERING SITE CONDITIONS:**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

2. Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice; a failure to notify the Contracting Officer of the changed conditions prior to work being disturbed by said conditions shall constitute a permanent waiver of all right to compensation related to the changed conditions by the Contractor.

4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

**B. SUSPENSION OF WORK ORDERED BY THE CONTRACTING OFFICER:**

1. If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Contracting Officer in writing a request for equitable adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the Contracting Officer will evaluate the Contractor’s request. If the Contracting Officer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control or and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed; a failure to submit a request for adjustment in the time
prescribed shall constitute waiver of all right to compensation related to the suspension of work by the Contractor.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK:

1. The Contracting Officer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Contracting Officer may determine to be fair and reasonable.

3. If the alterations or changes in quantities significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:
   a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   b. When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

ARTICLE 5. TERMINATION

TERMINATION GENERALLY-Termination, whether for default or convenience, is not a Government claim. The Contracting Officer may terminate a contract for default, in whole or in part, if the termination is in the best interests of the Government, and the Contractor does any of the following:
   (a) Fails to deliver the goods or complete the work or services within the time specified in the contract or any modification;
   (b) Fails to make sufficient progress on contract performance so as to endanger performance of the contract within the time specified or in the manner specified in the contract;
   (c) Fails or refuses to go forward with the work in accordance with the direction of the Contracting Officer;
   (d) Expresses through word or conduct an intention not to complete the work in accordance with the directions of the Contracting Officer;
   (e) Fails to perform any of the other provisions of the contract;
   (f) Materially deviates from the representations and capabilities set forth in the Contractor’s response to the solicitation.

A termination for default is a final decision of a Contracting Officer. In order to contest a termination for default, the Contractor must submit a certified request to convert the termination for default to a termination for convenience with all documents supporting such conversion and comply with all contract
provisions and laws relating to terminations for convenience, including the submission of a certified termination for convenience settlement proposal. The submission of the certified request for conversion to a termination for convenience and certified termination settlement proposal to the Contracting Officer must occur prior to 90 days from the date of the Contracting Officer’s final decision.

**DELAYS**—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the Government or may be on the site of the work and necessary therefore. Whether or not the Contractor’s right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the Government resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Government does not so terminate the Contractor’s right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.

The Contractor’s right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and

2. The Contractor, within 72 hours from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.

If, after notice of termination of the Contractor’s right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the Government provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

The Government may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

**ARTICLE 6. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT**
A. The performance of work under the Contract may be terminated by the Government in accordance with this Article in whole, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

B. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all purposes of this Article.

6. Transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:
   a. The fabricated or unfabricated parts, work in progress, completed work, supplies, and other material procured as a part of, or acquired in connection with, the performance of the work terminated by the Notice of Termination, and
   b. The completed, or partially completed plans, drawings information and other property which, if the Contract had been completed, would have been required to be furnished to the Government.

7. Use his best efforts to sell, in the manner, at the terms, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in 6 above provided, however, that the Contractor:
   a. Shall not be required to extend credit to any purchaser, and
   b. May acquire any property under the conditions prescribed and at a price or prices approved by the Contracting Officer, and
   c. Provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under the Contract or shall otherwise be credited to the price or cost of the work covered by the Contract or paid in such other manner as the Contracting Officer may direct.
8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

9. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

10. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.

11. “Plant clearance period” means, for each particular property classification (such as raw materials, purchased parts and work in progress) at any one plant or location, a period beginning with the effective date of the termination for convenience and ending 90 days after receipt by the Contracting Officer of acceptable inventory schedules covering all items of that particular property classification in the termination inventory at that plant or location, or ending on such later date as may be agreed to by the Contracting Officer and the Contractor. Final phase of a plant clearance period means that part of a plant clearance period which occurs after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location.

At any time after expiration of the plant clearance period, as defined above, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the Government will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

C. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than 90 days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such 90 day period or authorized extension thereof. In the event the Contractor was terminated for default and it asserts that it is entitled to a termination for convenience, its certified request for the conversion of the default termination to one for convenience and its certified termination settlement proposal must be submitted to the Contracting Officer prior to the expiration of 90 days from the date of the default termination. With respect to a termination for convenience, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such 90 day period or extension thereof. Nothing herein shall be construed to extend the time for the submission of a claim hereunder for a defaulted Contractor beyond 90 days from the date of the default termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the Government’s procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

D. Subject to the provisions of C above, and subject to any review required by the Government’s procedures in effect as of the date of execution of the Contract, the Contractor and Contracting
Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in E below prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

E. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in D above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Contracting Officer shall, subject to any review required by the Government’s procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with D above:

1. With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

   a. The cost of such work;

   b. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in B 5. above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under E1.a. above; and

   c. A sum, as profit on E.1.a. above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and work done by the Contractor for the terminated portion of the Contract but may not be allowed on the Contractor’s settlement expenses. Anticipatory profits and consequential damages will not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.

2. The reasonable cost of the preservation and protection of property incurred pursuant to B.9; and any other reasonable cost incidental to termination of work under the Contract including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under the Contract.

F. The total sum to be paid to me Contractor under E.1. above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further
reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under E.1. above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Government, or to a buyer pursuant to B.7 above.

G. The Contractor shall have the right of appeal, under Article 7 herein, from any determination made by the Contracting Officer under C. or E. above, except that, if the Contractor has failed to submit his claim within the time provided in C above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under C. or E. above, the Government shall pay to the Contractor the following:

1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
2. If an appeal had been taken, the amount finally determined on such appeal.

H. In arriving at the amount due the Contractor under this Article there shall be deducted:

1. all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the Contract;
2. any claim which the Government may have against the Contractor in connection with the Contract; and
3. the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the Government.

I. If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the Government and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.

J. The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess Shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess is received by the Contractor to the date on which such excess is repaid to the Government; provided however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor’s claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.
K. Unless otherwise provided in the Contract or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the Contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor, but without direct charge to the Government, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.

ARTICLE 7. DISPUTES

A. All disputes arising under or relating to this contract shall be resolved as provided herein.

B. Claims by a Contractor against the Government.

(1) Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(a) All claims by a Contractor against the Government arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision.

(b) Within 120 days after receipt of a claim, the Contracting Officer shall issue a decision, whenever possible taking into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(c) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period shall be deemed to be a denial of the claim and shall authorize the commencement of an appeal on the claim as otherwise provided.

(d) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the Government for an amount equal to the unsupported part of the claim in addition to all costs to the Government attributable to the cost of reviewing that part of the Contractor’s claim.

(2) Liability under this section shall be determined within 6 years of the commission of the misrepresentation of fact or fraud.

(e) All cost data, pricing data, and task data of claims hereunder must be certified as accurate, complete, required, and necessary to the best of the Contractor’s knowledge and belief. Further, all task or work data in the claim must be described therein to the smallest unit of work or task. The Contracting Officer may require any additional certifications, descriptions or explanations of the claim.

(f) The parties agree that time is of the essence and all claims hereunder must be presented to the Contracting Officer for a final decision within thirty (30) days of the occurrence of the circumstances giving rise to such claim or within thirty (30) days of when the Contractor knew or should have known of the circumstances giving rise to such claim, otherwise compensation for that claim is waived.

(g) The parties agree that there shall be no claims for unabsorbed home office overhead.

(2) The Contractor’s claim shall contain at least the following:

(a) A description of the claim and the amount in dispute;

(b) Any data or other information in support of the claim;

(c) A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and

(d) The Contractor’s request for relief or other action by the Contracting Officer.

(e) The certification of the accuracy, completeness, requirement, and necessity of all aspects of the claim.

(3) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.

(4) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the Government against a Contractor
(a) Claim as used in Section C of this clause, means a written demand or written assertion by the Government, including the Contracting Officer, seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. Nothing herein shall be construed to require the Government to notify the Contractor prior to the issuance of the Contracting Officer’s final decision.

(b) (1) All claims by the Government against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer, who shall issue a decision in writing and furnish a copy of the decision to the Contractor.

(2) The decision shall be supported by reasons and shall inform the Contractor of his or her rights. Specific findings of fact shall not be required.

(3) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(4) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.

(5) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

ARTICLE 8. PAYMENTS TO CONTRACTOR—The Government will pay the contract price or prices as hereinafter provided in accordance with Government regulations.

The Government will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration:

1. If such consideration is specifically authorized by the Contract;

2. If the Contractor furnishes satisfactory evidence that he has acquired title to such material, that it meets Contract requirements and that it will be utilized on the work covered by the Contract; and

3. If the Contractor furnishes to the Contracting Officer an itemized list.

The Contracting Officer at his/her discretion shall cause to be withheld retention in an amount sufficient to protect the interest of the Government. The amount shall not exceed ten percent (10%) of the partial payment. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full or may retain from such remaining partial payments less than 10 percent thereof. Also, whenever work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made therefore without retention of a percentage, less authorized deductions.

All material and work covered by progress payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the Contract.
Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon presentation at a properly executed voucher and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising by virtue of the Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

ARTICLE 9. TRANSFER OR ASSIGNMENT—Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Contractor to any other party without the written consent of the Contracting Officer nor without the written acceptance by the surety on the performance and payment bond securing the Contract of the assignee as the Contractor and the principal on such bond; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the Government may for such cause terminate the right of the Contractor to proceed in the same manner as provided in Article 5 herein, and the Contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby.

ARTICLE 10. MATERIAL AND WORKMANSHIP

A. GENERAL—Unless otherwise specifically provided in the Contract, all equipment, material and articles incorporated in the work covered by the Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition., and the Contractor may use any equipment, material, article or process which, in the judgment of the Contracting Officer, is equivalent to that named unless otherwise specified. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the mechanical and other equipment which the Contractor contemplates incorporating in the work. Machinery and equipment shall be in proper condition. When required by the Contract or when called for by the Contracting Officer, the Contractor shall furnish to the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection and subject to satisfactory replacement at Contractor's expense.

B. SURPLUS MATERIALS USE—Whenever specified in the Contract or authorized by the Contracting Officer that materials become the property of the Contractor, which by reference or otherwise shall include disposal of materials, it is understood that the Contractor accepts such materials “as is” with no further expense or liability to the Government. If such material specified in the Contract will have a potential or real interest of value, the Contractor shall make allowance in the Contract to show such value.

C. GOVERNMENT MATERIAL—No materials furnished by the Government shall be applied to any other use, public or private, than that for which they are issued to the Contractor. The full amount of the cost to the Government of all materials furnished by the Government to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any monies due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal. Materials furnished by the Government for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.

D. Plant —The Contractor shall at all times employ sufficient tools and equipment for prosecuting the various classes of work to full completion in the manner and time required. The Contractor shall at all times perform work in sufficient light and shall provide proper illumination, including
lighting required for night work as directed, as a Contract requirement. All equipment, tools, formwork and staging used on the project shall be of sufficient size and in proper mechanical and safe condition to meet work requirements, to produce satisfactory work quality and to prevent injury to persons, the project or adjacent property. When methods and equipment are not prescribed in the Contract, the Contractor is free to use tools, methods and equipment that he satisfactorily demonstrates will accomplish the work in conformity with Contract requirements.

If the Contractor desires to use a method or type of tool or equipment other than specified in the Contract, he shall request approval to do so; the request shall be in writing and shall include a full description of proposed methods, tools and equipment and reason for the change or substitution. Approval of substitutions and changed methods will be on condition that the Contractor will be fully responsible for producing work meeting Contract requirements. If after trial use of the substituted methods, tools and equipment, the Contracting Officer determines that work produced does not meet Contract requirements, the Contractor shall complete remaining work with specified methods, tools and equipment.

E. Capability of Workers—All work under the Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require the Contractor to remove from the work any such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest. Such request will be in writing:

F. Conformity of Work and Materials—All work performed and materials and products furnished shall be in conformity, within indicated tolerances, with lines, grades, cross sections, details, dimensions, material and construction requirements shown or intended by the drawings and specifications.

When materials, products or work cannot be corrected, written notice of rejection will be issued. Rejected materials, products and work shall be eliminated from the project and acceptably replaced at Contractor’s expense. The Contracting Officer’s failure to reject any portion of the project shall not constitute implied acceptance nor in any way release the Contractor from Contract requirements.

G. Unauthorized Work and Materials—Work performed or materials ordered or furnished for the project deviating from requirements and specifications without written authority, will be considered unauthorized and at Contractor’s expense. The Government is not obligated to pay for unauthorized work. Unauthorized work and materials may be ordered removed and replaced at Contractor’s expense.

ARTICLE 11. Inspection and Acceptance—Except as otherwise provided in the Contract, inspection and test by the Government of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Government after acceptance of the completed work under the terms of the last paragraph of this Article, except as herein above provided.

The Contractor shall, without charge, replace any material and correct any workmanship found by the Government not to conform to Contract requirements and specifications, unless in the public interest the Government consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at Contractor’s expense.
If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Government:

1. May, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or

2. May terminate the Contractor's right to proceed in accordance with Article 5 herein.

The Contractor shall furnish promptly, without additional cost to the Government, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspections and tests by the Government shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time specified by the Contractor.

Should it be considered necessary or advisable by the Contracting Officer at any time before acceptance of the work, either in part or in its entirety, to make an examination of work completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material to do same. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted an equitable extension of time.

Unless otherwise provided in the Contract, acceptance by the Government will be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Government's rights under any warranty or guaranty, or as otherwise provided herein.

ARTICLE 12. SUPERINTENDENCE BY CONTRACTOR—The Contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work site at all times during progress, with authority to act for him.

ARTICLE 13. PERMITS AND RESPONSIBILITIES—The Contractor shall, without expense to the Government, be responsible for obtaining any necessary licenses, certificates and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety, health and environmental precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

ARTICLE 14. INDEMNIFICATION—

A. The Contractor shall indemnify and save harmless the Government and all of its officers, agents and servants against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the Contractor, his employees, or his subcontractors, in the performance of, or in connection with, any work required, contemplated or performed under the Contract.
B. Disputes between the Contractor and any subcontractors, material suppliers, or any other third parties over payments allegedly owed by the Contractor to a third party shall be resolved exclusively between the Contractor and the third party; the Contractor shall permit no pass-through suits to be brought against the Government by a third party in the Contractor's name. However, nothing herein shall be construed to prevent the Contractor from paying a subcontractor's claim and seeking a timely equitable adjustment hereunder.

ARTICLE 15. PROTECTION AGAINST TRESPASS—Except as otherwise expressly provided in the Contract, the Contractor is authorized to refuse admission either to the premises or to the working space covered by the Contract to any person whose admission is not specifically authorized in writing by the Contracting Officer.

ARTICLE 16. CONDITIONS AFFECTING THE WORK

A. GENERAL—The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work and the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work as specified without additional expense to the Government. The Government assumes no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless such understanding or representation by the Government is expressly stated in the Contract.

B. WORK AND STORAGE SPACE—Available work and storage space designated by the Government shall be developed as required by the Contract or restored at completion of the project by the Contractor to a condition equivalent to that existing prior to construction. No payment will be made for furnishing or restoration of any work and storage space. If no area is designated or the area designated is not sufficient for the Contractor's operations, he shall obtain necessary space elsewhere at no expense or liability to the Government.

C. WORK ON SUNDAYS, LEGAL HOLIDAYS AND AT NIGHT—No work shall be done at any time on Sundays or legal holidays or on any other day before 7 a.m. or after 7 p.m., except with the written permission of the Contracting Officer and pursuant to the requirements of the Police Requirements of the Government.

D. EXISTING FEATURES—Subsurface and topographic information including borings data, utilities data and other physical data contained in the Contract or otherwise available, are not intended as representations or warranties but are furnished as available information. The Government assumes no expense or liability for the accuracy of, or interpretations made from, existing features. The Contractor shall be responsible for reasonable consideration of existing features above and below ground which may affect the project.

E. UTILITIES AND VAULTS—The Contractor shall take necessary measures to prevent interruption of service or damage to existing utilities within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations of all utilities in the field.

For any underground utility or vault encountered, the Contractor shall immediately notify the Contracting Officer and take necessary measures to protect the utility or vault and maintain the service until relocation by owner is accomplished. No additional payment will be made for the encountering of these obstructions.

In case of damage to utilities by the Contractor, either above or below ground, the Contractor shall restore such utilities to a condition equivalent to that which existed prior to the damage by repairing, rebuilding or otherwise restoring as may be directed, at the Contractor's sole expense.
Damaged utilities shall be repaired by the Contractor or, when directed by the Contracting Officer, the utility owner will make needed repairs at the Contractor’s expense.

No compensation, other than authorized time extensions, will be allowed the Contractor for protective measures, work interruptions, changes in construction sequence, changes in methods of handling excavation and drainage or changes in types of equipment used, made necessary by existing utilities, imprecise utility or vault information or by others performing work within or adjacent to the project.

F. SITE MAINTENANCE—The Contractor shall maintain the project site in a neat and presentable manner throughout the course of all operations, and shall be responsible for such maintenance until final acceptance by the Government. Trash containers shall be furnished, maintained and emptied by the Contractor to the satisfaction of the Contracting Officer. Excavated earthwork, stripped forms and all other materials and debris not scheduled for reuse in the project shall be promptly removed from the site.

The Contracting Officer may order the Contractor to clean up the project site at any stage of work at no added expense to the Government. If the Contractor fails to comply with this order, the Contracting Officer may require the work to be done by others and the costs will be charged to the Contractor.

Upon completion of all work and prior to final inspection, the Contractor shall clean up and remove from the project area and adjacent areas all excess materials, equipment, temporary structures, and refuse, and restore said areas to an acceptable condition.

G. PRIVATE WORK—Except as specifically authorized by the Contracting Officer, the Contractor shall not perform any private work abutting Government projects with any labor, materials, tools, equipment, supplies or supervision scheduled for the Contract until all work under the Contract has been completed. Contract materials used for any unauthorized purpose shall be subtracted from Contract amount.


ARTICLE 17. OTHER CONTRACTS—The Government may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and Government employees and carefully coordinate his own work with such additional work as may be directed by the Contracting Officer. It is the duty of the Contractor to coordinate its activities with all third parties, including, but not limited to utilities, who may affect the Contract work hereunder. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees. The Government assumes no liability, other than authorized time extensions, for Contract delays and damages resulting from delays and lack of progress by others. The Contractor shall make no claim against the Government for delay or damages resulting from the actions of third parties, including, but limited to utilities.

ARTICLE 18. PATENT INDEMNITY—Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Federal Government to be kept classified or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal, by or for the account of the Government, of supplies furnished or construction work performed hereunder.

ARTICLE 19. ADDITIONAL BOND SECURITY—If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the Government, or if any such surety fails to furnish reports
as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

**ARTICLE 20. COVENANT AGAINST CONTINGENT FEES**—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fIDE employees or bona fIDE established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**ARTICLE 21. APPOINTMENT OF ATTORNEY**—The Contractor does hereby irrevocably designate and appoint the Clerk of the Superior Court of the Government and his successors in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the Government, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

The Contractor expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the Contractor failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Contractor at the address stated in the Contract.

**ARTICLE 22. GOVERNMENT EMPLOYEES NOT TO BENEFIT** — Unless a determination is made as provided herein, no officer or employee of the Government will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any Government employee authorized to execute contracts in which they or an employee of the Government will be personally interested shall be void, and no payment shall be made thereon by the Government or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A Government employee shall not be a party to a contract with the Government and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the Government’s needs cannot reasonably otherwise be met. [DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations] (Or relevant local law). The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**ARTICLE 23. WAIVER**—No Governmental waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Government be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Government in writing.
ARTICLE 24. BUY AMERICAN

A. AGREEMENT—In accordance with the Buy American Act (41 USC 80a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1959—63 Comp., p. 635), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.

B. DOMESTIC CONSTRUCTION MATERIAL—“Construction material” means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a “domestic construction material” if it has been mined or produced in the United States. A manufactured construction material is a “domestic construction material” if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. “Component” means any article, material, or supply directly incorporated in a construction material.

C. DOMESTIC COMPONENT—A component shall be considered to have been “mined, produced, or manufactured in the United States” regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

D. FOREIGN MATERIAL – When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed on-tenth of one percent of the total project cost, or $2,500,000, whichever is greater.

ARTICLE 25. TAXES

A. FEDERAL EXCISE—Materials, supplies and equipment are not subject to the Federal Manufacturer’s Excise Tax, if they are furnished or used in connection with the Contract provided that title to such materials, supplies and equipment passes to the Government under the Contract. The Contractor shall in such cases furnish his subcontractors and suppliers with a purchaser’s certificate in the form prescribed by the U.S. Internal Revenue Service.

B. SALES AND USE TAXES—Materials which are physically incorporated as a permanent part of real property are not subject to Government Sales and Use Tax. The Contractor shall, when purchasing such materials, furnish his suppliers with a Contractor’s Exempt Purchase Certificate in the form prescribed in the Sales and Use Tax Regulations of the Government. Where the Contractor, subcontractor or material man has already paid the Sales and Use Tax on material, as prescribed above, the Sales and Use Tax Regulations of the Government permit the Contractor, subcontractor or material man to deduct the sales or use tax on the purchase price of the same on his next monthly return as an adjustment. However, the Contractor, subcontractor or material man must satisfy the Chief Financial Officer for the Government that no sum in reimbursement of such tax was included in the Contract or else that the Government has received a credit under the Contract in an amount equal to such tax.

Government Sales and Use Tax shall be paid on any material and supplies, including equipment rentals, which do not become a physical part of the finished project. [See Government of Columbia Sales and Use Tax Administration Ruling No. 6] (Or relevant local law).
The Contractor, subcontractor, or material supplier shall provide proof of compliance with the provisions of [D.C. Law 9-260] (Or relevant local law), as amended, codified in [D.C. Code 46-103] (Or relevant local law), Employer Contributions, prior to award.

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the applicable tax filing and licensing requirements set forth in [D.C. Code, Title 47, Taxation and Fiscal Affairs] (Or relevant local law), prior to contract award.

ARTICLE 26. SUSPENSION OF WORK—The Contracting Officer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Contracting Officer in the administration of the Contract, or by his failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), an adjustment will be made for an increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and the Contract modified in writing accordingly. However, no adjustment will be made under this Article for any suspension, delay or interruption to the extent:

1. That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or

2. For which an equitable adjustment is provided or excluded under any other provision of the Contract.

No claim under this Article shall be allowed:

1. For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall no apply as to a claim resulting from a suspension order), and

2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

ARTICLE 27. SAFETY PROGRAM

A. GENERAL—In order to provide safety controls for the protection of the life and health of Government and Contract employees and the general public; prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of the Contract, the Contractor shall comply with all applicable Federal and local laws governing safety, health and sanitation including the Safety Standards, Rules and Regulations issued by the American National Standards, U. S. Department of Labor, U. S. Department of Health and Human Services, [D.C. Minimum Wage and Industrial Safety Board] (Or relevant local law) and the latest edition of “Manual of Uniform Traffic Control Devices” issued by the Federal Highway Administration.

The Contractor shall also take or cause to be taken such additional safety measures as the Contracting Officer may determine to be reasonably necessary.

The Contractor shall designate one person to be responsible for carrying out the Contractor’s obligation under this Article.
The Contractor shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work performed under the Contract. Copies of these reports shall be furnished to the Contracting Officer within two working days after occurrence.

The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

This Article is applicable to all subcontractors used under the Contract and compliance with these provisions by the subcontractors will be the responsibility of the Contractor.

(In Contracts involving work of short duration or of non-hazardous character, the following Section B. will be deleted by Special Provision)

B. CONTRACTOR’S PROGRAM SUBMISSION—Prior to commencement of the work, the Contractor shall:

1. Submit in writing to the Contracting Officer for his approval his program for complying with this Article for accident prevention.

2. Meet with the Contracting Officer’s Safety Representative after submission of the above program to develop a mutual understanding relative to the administration of the overall safety program.

ARTICLE 28. RETENTION OF RECORDS—Unless otherwise provided in the Contract, or by applicable statute, the Contractor, from the effective date of Contract completion and for a period of three years after final settlement under the Contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor but without direct charge to the Government, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract.

ARTICLE 29. RECOVERY OF DEBTS OWED THE GOVERNMENT---The Contractor hereby agrees that the Government may use all or any portion of any payment, consideration or refund due the Contractor under the Contract to satisfy, in whole or part, any debt due the Government.

ARTICLE 30. ADMINISTRATIVE LIQUIDATED DAMAGES---In addition to any other liquidated damages provided for in the Contract, the Contractor hereby agrees that the Government may assess administrative liquidated damages for the Contractor’s failure to submit when due any deliverable required by the Contract. Unless otherwise prescribed by the Contracting Officer, the rate of the administrative liquidated damages shall be $250 per day until the required deliverable is received and accepted by the Government. The Government’s remedies for failure to comply with the Contract terms and conditions are cumulative and not exclusive. Nothing herein shall be construed to limit the Government’s ability to terminate the Contractor for the failure to submit Contract deliverables when due.

ARTICLE 31. FORCE MAJEURE---If the Contractor, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Contract, the Contractor may be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Contract by reason of Force Majeure, within 72 hours of the occurrence or event, the Contractor must provide the Contracting Officer written notice of its
inability to perform as well as a description of the force majeure and its effect on Contract performance. The Contracting Officer will have the right to cause the inspection of the work site to determine the validity of the Contractor’s assertion of its inability to perform. If the Contracting Officer agrees that the Contractor is wholly or partly unable to perform its obligations under the Contract a decision will be issued indicating the extent to which the Contractor is excused from its performance obligations. In no event will the Contractor be entitled to money damages from the Government due to force majeure.
Attachment H - SBE Subcontracting Plan
SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for government-assisted projects (agency contracts & private project with District subsidy) over $250,000, shall require at least 35% of the amount of the contract (total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options & extensions, it can only be amended with DSLBD's consent.

SUBMISSION OF SBE SUBCONTRACTING PLAN:
- For agency solicitations - submit to agency with bid/proposal.
- For agency options & extensions - submit to agency before option or extension exercised.
- For private projects - submit to DSLBD, agency project manager and District of Columbia Auditor, with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by a SBE/CBE using its own organization and resources. COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs and CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.

EXEMPTION: If the Beneficiary (Prime Contractor or Developer) is a CBE and will perform the ENTIRE government-assisted project with its own organization and resources and will NOT subcontract any portion of the services and goods, then the CBE is not required to subcontract 35% to SBEs.

<table>
<thead>
<tr>
<th>BENEFICIARY (✓ which applies □ Prime Contractor or □ Developer) INFORMATION:</th>
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</thead>
<tbody>
<tr>
<td>Company: _____ Contact # _____ Email address: _____</td>
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<tr>
<td>Street Address: _____</td>
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<tr>
<td>✓ all that applies, Company is:</td>
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<td>[ ] a SBE [ ] a CBE [ ] CBE Certification Number: _____</td>
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<tr>
<td>[ ] WILL perform the ENTIRE agency contract or private project with its own organization and resources</td>
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<tr>
<td>[ ] WILL subcontract a portion of the agency contract or private project</td>
</tr>
<tr>
<td>Company’s point of contact for agency contract or private project:</td>
</tr>
<tr>
<td>Point of Contact: _____ Title: _____</td>
</tr>
<tr>
<td>Contact # _____ Email address: _____</td>
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<tr>
<td>Street Address: _____</td>
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<tr>
<th>GOVERNMENT-ASSISTED PROJECT (✓ which applies □ Agency Contract or □ Private Project) INFORMATION:</th>
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<tr>
<td>AGENCY SOLICITATION</td>
</tr>
<tr>
<td>Solicitation Number _____ Solicitation Due Date: _____ Agency: _____ Total Dollar Amount of Contract: $ _____</td>
</tr>
<tr>
<td>District Subsidy: _____ Agency Providing Subsidy: _____ Amount of District Subsidy: _____ Date District Subsidy Provided: _____</td>
</tr>
<tr>
<td>[ ] Design-Build must include total contract amount for both design and build phase of project.</td>
</tr>
<tr>
<td>35% of Total Dollar Amount of Contract: $ _____</td>
</tr>
<tr>
<td>Total Development Project Budget: $ _____ (include pre-construction and construction costs)</td>
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<tr>
<td>Total Amount of All SBE/CBE subcontracts: $ _____ (include every lower tier)</td>
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SBE Subcontracting Plan – Revised October 2014
## SBE/ CBE Subcontractors (for each tier):

### SBE/ CBE Subcontractor Information:
(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

<table>
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<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be performed with SBE/CBEs own organization &amp; resources</th>
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<tr>
<td>_____</td>
<td>_____</td>
<td>Select Tier</td>
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</table>

| Period of subcontract: _____ |
| Price to be paid to the SBE/CBE Subcontractor: $ _____ |

- **all that applies, Subcontractor is:**
  - ☐ a SBE  ☐ a CBE  ☐ CBE Certification #: _____
  - ☐ SBE/CBE will perform the ENTIRE subcontract with its own organization and resources
  - ☐ SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

| SBE/ CBE Point of Contact |
| Name: _____ |
| Title: _____ |
| Telephone Number: _____ |
| Email Address: _____ |

### SBE/ CBE Subcontractor Information:
(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

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- **all that applies, Subcontractor is:**
  - ☐ a SBE  ☐ a CBE  ☐ CBE Certification #: _____
  - ☐ SBE/CBE will perform the ENTIRE subcontract with its own organization and resources
  - ☐ SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

| SBE/ CBE Point of Contact |
| Name: _____ |
| Title: _____ |
| Telephone Number: _____ |
| Email Address: _____ |

I, _____ of _____, swear or affirm the above is true and accurate

(Name) (Title) (Prime Contractor/ Developer)

(Signature) (Date)

**Complete additional copies as needed.**

SBE Subcontracting Plan – Revised October 2014
<table>
<thead>
<tr>
<th>AGENCY CONTRACT AWARD</th>
<th>PRIVATE PROJECT SUBSIDY AWARD</th>
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<td><strong>Agency Providing Subsidy:</strong></td>
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<tr>
<td><strong>Prime Contractor:</strong></td>
<td><strong>District Subsidy:</strong></td>
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<tr>
<td><strong>Contract Number:</strong></td>
<td><strong>Developer:</strong></td>
</tr>
<tr>
<td><strong>Date SBE Subcontracting Plan Accepted:</strong></td>
<td><strong>Amount of District Subsidy:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Date District Subsidy Provided/contract signed:</strong></td>
</tr>
<tr>
<td><strong>Anticipated Start Date of Contract:</strong></td>
<td><strong>Anticipated Start Date of Project:</strong></td>
</tr>
<tr>
<td><strong>Anticipated End Date of Contract:</strong></td>
<td><strong>Anticipated End Date of Project:</strong></td>
</tr>
<tr>
<td><strong>Total Dollar Amount of Contract:</strong> $</td>
<td><strong>Total Development Project Budget:</strong> $</td>
</tr>
<tr>
<td><strong>35% of Total Contract Amount:</strong> $</td>
<td><strong>(include pre-construction and construction costs)</strong></td>
</tr>
<tr>
<td><strong>Total Amount of All SBE/CBE subcontracts:</strong> $</td>
<td><strong>35% of Total Development Project Budget:</strong> $</td>
</tr>
<tr>
<td>(include every tier)</td>
<td><strong>Total Amount of All SBE/CBE subcontracts:</strong> $</td>
</tr>
<tr>
<td>(include every lower tier)</td>
<td><strong>(include every lower tier)</strong></td>
</tr>
<tr>
<td>(✔ if applies) Base Period Contract -- Option/Extension Period:</td>
<td>((✔) Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods.)</td>
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<tr>
<td>Multi-year Contract</td>
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<tr>
<td>First year (period) of Contract:</td>
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<tr>
<td>Current year (period) of Contract:</td>
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<tr>
<td>Design-Build – Date of Guaranteed Contract:</td>
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<tr>
<td>Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its own organization and resources and NOT subcontract any portion of services or goods.</td>
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<table>
<thead>
<tr>
<th>AGENCY CONTRACTING OFFICER’S AFFIRMATION OR</th>
<th>AGENCY PROJECT MANAGER’S AFFIRMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>(✔ which applies)</td>
<td>(✔ which applies)</td>
</tr>
<tr>
<td>The Below Agency Contracting Officer or Agency Project Manager Affirms the following (✔ to affirm):</td>
<td></td>
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<tr>
<td>☐ If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary’s CBE certification;</td>
<td></td>
</tr>
<tr>
<td>☐ The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ <a href="mailto:Compliance.Enforcement@dc.gov">Compliance.Enforcement@dc.gov</a> within five (5) days of signing;</td>
<td></td>
</tr>
<tr>
<td>☐ FOR AGENCY CONTRACT the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD @ <a href="mailto:Compliance.Enforcement@dc.gov">Compliance.Enforcement@dc.gov</a> within five (5) days of signing the contract between the Beneficiary and Agency.</td>
<td></td>
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<tr>
<td><strong>Name of Agency Contracting Officer or Agency Project Manager</strong></td>
<td></td>
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<tr>
<td><strong>Title of Agency Contracting Officer or Agency Project Manager</strong></td>
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<tr>
<td>______________________________</td>
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Attachment I - First Source Agreement
This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Government Assisted Project or Contract (Project). The EMPLOYER shall meet the hiring or hours worked percentage requirements for all new jobs created by the Project as outlined below in Section VII. The EMPLOYER shall ensure that District of Columbia residents (DC residents) registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

A. Apprentice means a worker who is employed to learn an apprentice able occupation under the terms and conditions of approved apprenticeship standards.

B. Beneficiary means:

1. The signatory to a contract executed by the Mayor which involves any District of
Columbia government funds, or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted project or contract for which the beneficiary is required to use the First Source Register;

2. A recipient of a District government economic development action including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of $300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for $1 million or more of District of Columbia funds.

3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of $300,000.

C. Contracting Agency means any District of Columbia agency that awarded a government assisted project or contract totaling $300,000 or more.

D. Direct labor costs means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.

E. EMPLOYER means any entity awarded a government assisted project or contract totaling $300,000 or more.

F. First Source Employer Portal means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.

G. First Source Register means the DOES Automated Applicant Files, which consists of the names of DC residents registered with DOES.

H. Good faith effort means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.

I. Government-assisted project or contract (Project) means any construction or non-construction project or contract receiving funds or resources from the District of Columbia, or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination thereof, that is valued at $300,000 or more.

J. Hard to employ means a District of Columbia resident who is confirmed by DOES as:
   1. An ex-offender who has been released from prison within the last 10 years;
   2. A participant of the Temporary Assistance for Needy Families program;
   3. A participant of the Supplemental Nutrition Assistance Program;
   4. Living with a permanent disability verified by the Social Security Administration or
District vocational rehabilitation program;

5. Unemployed for 6 months or more in the last 12-month period;

6. Homeless;

7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or

8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by the Department of Employment Services.

K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.

L. **Jobs** means any union and non-union managerial, nonmanagerial, professional, nonprofessional, technical or nontechnical position including: clerical and sales occupations, service occupations, processing occupations, machine trade occupations, bench work occupations, structural work occupations, agricultural, fishery, forestry, and related occupations, and any other occupations as the Department of Employment Services may identify in the Dictionary of Occupational Titles, United States Department of Labor.

M. **Journeyman** means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.

N. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:

1. A projection of the total number of hours to be worked on the project or contract by trade;

2. A projection of the total number of journey worker hours, by trade, to be worked on the project or contract and the total number of journey worker hours, by trade, to be worked by DC residents;

3. A projection of the total number of apprentice hours, by trade, to be worked on the project or contract and the total number of apprentice hours, by trade, to be worked by DC residents;

4. A projection of the total number of skilled laborer hours, by trade, to be worked on the project or contract and the total number of skilled laborer hours, by trade, to be worked by DC residents;

5. A projection of the total number of common laborer hours to be worked on the project or contract and the total number of common laborer hours to be worked by DC residents;

6. A timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule;

7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;

9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;

10. The designation of a senior official from the general contractor who will be responsible for implementing the hiring and reporting requirements;

11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the project or contract;

12. A strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one project or contract to the next;

13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and

14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.

O. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.

P. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery and Prince Georges; and the West Virginia County of Jefferson.

Q. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. **GENERAL TERMS**

A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than 7 calendar days in advance of the Project start date, whichever is later. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.

B. The EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling $300,000 or more to enter into an Agreement with DOES.
C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.

D. This Agreement will take effect when signed by the parties below and will be fully effective through the duration, any extension or modification of the Project and until such time as construction is complete and a certificate of occupancy is issued.

E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.

F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401-1431.

G. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

H. The EMPLOYER who contracts with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least $500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

I. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.

2. Notify DOES within 7 business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.

J. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES and attached to the original Agreement.

K. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate
IV. RECRUITMENT

A. The EMPLOYER will complete the attached Revised Employment Plan that will include the information outlined in Section I.N., above.

B. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at http://does.dc.gov within 7 days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.

C. The EMPLOYER will notify DOES of all new jobs created for the Project within at least 7 business days (Monday - Friday) of the EMPLOYERS' identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.

E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of Current Employees that includes the name, social security number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice set forth above in Section IV.C.

B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

A. EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.

B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within 7 business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all new jobs created by the Project.
C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

A. EMPLOYER is given the choice to report hiring or hours worked percentages either by Prime Contractor for the entire Project or per each Sub-contractor.

B. EMPLOYER with Projects valued at a minimum of $300,000 shall hire DC residents for at least 51% of all new jobs created by the Project.

C. EMPLOYER with Projects totaling $5 million or more shall meet the following hours worked percentages for all new jobs created by the Project:

1. At least 20% of journey worker hours by trade shall be performed by DC residents;
2. At least 60% of apprentice hours by trade shall be performed by DC residents;
3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
4. At least 70% of common laborer hours shall be performed by DC residents.

D. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.

E. EMPLOYER with Projects valued at a minimum of $300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:

1. Number of new job openings created/available;
2. Number of new job openings listed with DOES, or any other District Agency;
3. Number of DC residents hired for new jobs;
4. Number of employees transferred to the Project;
5. Number of DC residents transferred to the Project;
6. Direct or indirect labor cost associated with the project;
7. Each employee’s name, job title, social security number, hire date, residence, and referral source; and
8. Workforce statistics throughout the entire project tenure.

F. In addition to the reporting requirements outlined in E, EMPLOYER with Projects totaling $5 million or more shall provide the following monthly and cumulative statistics on the Contract Compliance Form:

1. Number of journey worker hours worked by DC residents by trade;
2. Number of hours worked by all journey workers by trade;
3. Number of apprentice hours worked by DC residents by trade;
4. Number of hours worked by all apprentices by trade;
5. Number of skilled laborer worker hours worked by DC residents by trade;
6. Number of hours worked by all skilled laborers by trade;
7. Number of common laborer hours worked by DC residents by trade; and
8. Number of hours worked by all common laborers by trade.
G. EMPLOYER can “double count” hours for the “hard to employ” up to 15% of total hours worked by DC Residents.

H. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER must submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.

I. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.

J. Monthly, EMPLOYER must submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all new jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or

2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all new jobs created by the Project that will include the following documentation:
   a. Documentation supporting EMPLOYER’S good faith effort to comply;
   b. Referrals provided by DOES and other referral sources; and
   c. Advertisement of job openings listed with DOES and other referral sources.

B. DOES may waive the hiring or hours worked percentage requirements for all new jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:

1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or

2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area.

3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or

4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.

C. DOES shall consider documentation of the following when making a determination of a
good-faith effort to comply:

1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;

2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;

3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;

4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;

5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;

6. Whether the EMPLOYER interviewed employable candidates;

7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;

8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;

9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;

10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and

11. Any additional documented efforts.

IX. MONITORING

A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.

B. EMPLOYER’S noncompliance with the provisions of this Agreement may result in the imposition of penalties.

C. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES’ monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

D. DOES shall monitor all Projects as authorized by law. DOES will:

1. Review all contract controls to determine if Prime Contractors and Subcontractors are subject to DC Law 14-24.
2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.

3. Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.

4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.

5. Conduct desk reviews of Monthly Compliance Reports.

6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job training programs and tax incentives for EMPLOYERS who hire from certain categories.

7. Monitor and complete statistical reports that identify the overall project, contractor, and sub contractors’ hiring or hours worked percentages.

8. Provide formal notification of non-compliance with the required hiring or hours worked percentages, or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. (Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)

X. PENALTIES

A. Willful breach of the Agreement by the EMPLOYER, failure to submit the Contract Compliance Reports, deliberate submission of falsified data or failure to reach specific hiring or hours worked requirements may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER. Fines will also include additional prorated fines of 1/8 of 1% of total contract amount for not reaching specific hiring or hours worked requirements. Prime Contractors who choose to report all hiring or hours worked percentages cumulatively (overall construction project) will be penalized, if hiring or hours worked percentage requirements are not met.

B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 5 years.

C. Appeals of violations or fines are to be filed with the Contract Appeals Board.
I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:

EMPLOYER Senior Official

Name of Company

Address

Telephone

Email

Associate Director for First Source
Department of Employment Services
4058 Minnesota Avenue, NE
Third Floor
Washington, DC 20019
202-698-6284
firstsource@dc.gov

Date
EMPLOYMENT PLAN

NAME OF EMPLOYER: 

ADDRESS OF EMPLOYER: 

TELEPHONE NUMBER: FEDERAL IDENTIFICATION NO.: 

CONTACT PERSON: TITLE: 

E-MAIL: TYPE OF BUSINESS: 

DISTRICT CONTRACTING AGENCY: 

CONTRACTING OFFICER: TELEPHONE NUMBER: 

TYPE OF PROJECT: CONTRACT AMOUNT: 

EMPLOYER CONTRACT AMOUNT: 

PROJECT START DATE: PROJECT END DATE: 

EMPLOYER START DATE: EMPLOYER END DATE: 

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

<table>
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<tr>
<th>JOB TITLE</th>
<th># OF JOBS F/T</th>
<th>SALARY RANGE</th>
<th>UNION MEMBERSHIP REQUIRED NAME LOCAL#</th>
<th>PROJECTED HIRE DATE</th>
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**CURRENT EMPLOYEES:** Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

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<tr>
<th>NAME OF EMPLOYEE</th>
<th>CURRENT DISTRICT RESIDENT □ Please Check</th>
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JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.
Attachment J - 2017 Living Wage Act
LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006; D.C. Official Code §§ 2-220.01 – 2-220.11 provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of $100,000 or more shall pay affiliated employee wages at no less than the current living wage rate.

Effective January 1, 2017, the living wage rate is $13.95 per hour.

Subcontractors of D.C. government contractors who receive $15,000 or more from the contract and subcontractors of the recipients of government assistance who receive $50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);

2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;

3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of
government assistance from the District of Columbia; provided, that the tenant or retail establishment
did not receive direct government assistance from the District of Columbia;

8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation
exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16,

9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct
care service is not provided through a home care agency, a community residence facility, or a group
home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care
and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official
Code § 44-501; and

10. Contracts or other agreements between managed care organizations and the Health Care Safety Net
Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and
Procurement share monitoring responsibilities.

Furthermore, as of November 12, 2015, the US Court of Appeals upheld “The Home Care Final Rule”,
issued on October 1, 2013, which had an effective date of January 1, 2015. The Department of Labor
issued the Home Care Final Rule to extend overtime protections to home care workers. Employers within
this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to
the contracting officer. If you believe that your employer is subject to this law is not paying at least the current living
wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E.
Fourth Floor, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to
“File a Claim” tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the
Department of Employment Services on (202) 671-1880.

Please note: This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It
should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the
law.
THE LIVING WAGE ACT OF 2006
D.C. Official Code §§ 2-220.01 - 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2017, the living wage rate is $13.95 per hour.

The requirement to pay a living wage applies to:
- All recipients of contracts in the amount of $100,000 or more, and all subcontractors that receive $15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of $100,000 or more, and all subcontractors of these recipients that receive $50,000 or more from the government assistance received by the recipient from the District of Columbia.

"Contract" means a written agreement between a recipient and the District government.
"Government assistance" means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.
"Affiliated employee" means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exceptions apply: 1) where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) contracts delivered by regulated utility; 3) contracts for services needed immediately to prevent or respond to a disaster or imminent threat to the public health or safety declared by the Mayor; 4) contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; 5) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 6) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, and for employees of nonprofit organizations that employ not more than 50 individuals.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions. Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

For the complete text of the Living Wage Act of 2006 go to D.C. Official Code §§ 2-220.01-.11

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 4058 Minnesota Avenue, NE, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.
Attachment K - Past Performance Evaluation Form
PAST PERFORMANCE EVALUATION FORM  
DCAM-17-CS-0101  
COMMUNITY RENEWABLE ENERGY FACILITY AT OXON RUN  
(Check appropriate box)  

OFFEROR _____________________________

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<tr>
<th>Performance Elements</th>
<th>Excellent</th>
<th>Good</th>
<th>Acceptable</th>
<th>Poor</th>
<th>Unacceptable</th>
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<td>Quality of Services/ Work</td>
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<td>Timeliness of Performance</td>
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<td>Business Relations</td>
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1. Name and Title of Evaluator: _____________________________

2. Signature of Evaluator: _____________________________

3. Name of Organization: _____________________________

4. Telephone Number of Evaluator: _____________________________

   E-mail address of Evaluator: _____________________________

5. State type of service received: _____________________________

6. State Contract Number, Amount and Period of Performance _____________________________

7. Remarks on Excellent Performance: Provide data supporting this observation. (Continue on separate sheet if needed)

8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

Please submit completed evaluation to mia.vawter@dc.gov
**Attachment C**

**RATING GUIDELINES**

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4 (Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

<table>
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<tr>
<th>Quality Product/Service</th>
<th>Cost Control</th>
<th>Timeless of Performance</th>
<th>Business Relations</th>
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<tr>
<td>-Compliance with contract requirements</td>
<td>-Within budget (over/under target costs)</td>
<td>-Meet Interim milestones</td>
<td>-Effective management</td>
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<td>-Accuracy of reports</td>
<td>-Current, accurate, and complete b billings</td>
<td>-Reliable</td>
<td>-Businesslike correspondence</td>
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<tr>
<td>-Appropriateness of personnel</td>
<td>-Relationship of negated costs to actual</td>
<td>-Responsive to technical directions</td>
<td>-Responsive to contract requirements</td>
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<td>-Technical excellence</td>
<td>-Cost efficiencies</td>
<td>-Completed on time, including wrap-up and contract administration</td>
<td>-Prompt notification of contract problems</td>
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<td>-Change order issue</td>
<td>-No liquidated damages assessed</td>
<td>-Reasonable/cooperative</td>
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<td>-Flexible</td>
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<td>-Pro-active</td>
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<td>-Effective contractor recommended solutions</td>
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<td>-Effective small/disadvantaged business</td>
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<td>-Subcontracting program</td>
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0. **Zero**

Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources

Cost issues are comprising performance of contract requirements.

Delays are comprising the achievement of contract requirements. Despite use of Agency resources.

Response to inquiries, technical/service/administrative issues is not effective and responsive.

1. **Unacceptable**

Nonconformances require major Agency resources to ensure achievement of contract requirements.

Cost issues require major Agency resources to ensure achievement of contract requirements.

Delays require major Agency resources to ensure achievement of contract requirements.

Response to inquiries, technical/service/administrative issues is marginally effective and responsive.

2. **Poor**

Nonconformances require minor Agency resources to ensure achievement of contract requirements.

Costs issues require minor Agency resources to ensure achievement of contract requirements.

Delays require minor Agency resources to ensure achievement of contract requirements.

Responses to inquires, technical/service/administrative issues is somewhat effective and responsive.

3. **Acceptable**

Nonconformances do not impact achievement of contract requirements.

Cost issues do not impact achievement of contract requirements.

Delays do not impact achievement of contract requirements.

Responses to inquiries, technical/service/administrative issues is usually effective and responsive.

4. **Good**

There are no quality problems.

There are no cost issues.

There are not delays.

Responses to inquiries, technical/service/administrative issues is effective and responsive.

5. **Excellent**

The contractor has demonstrated an exceptional performance level in some or all of the above categories.
Attachment L - Agreement for Design-Build Services

To be issued by Addendum
Attachment M - Notice to Proceed and Letter of Contract
By Electronic Mail

[________________
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Reference: RFP for Design-Build Services for the C. W. Harris Elementary School Modernization
[DCAM-17-CS-0127]

Subject: Notice to Proceed & Letter Contract

Dear [______________]:

We refer to the proposal submitted by [CONTRACTOR] (the “Design-Builder”) in response to the above referenced solicitation for the work at [PROJECT LOCATION] (the “Project”). This Letter Contract will serve as a notice to proceed for the work described herein (the “Work”) upon acknowledgement and execution by [CONTRACTOR]. This notice to proceed is subject to the following terms:

1. **Letter Contract.** This Letter Contract between the Design-Builder and the District of Columbia government, acting by and through its Department of General Services (“DGS” or the “Department”, and collectively with the Design-Builder, the “Parties”) along with the Standard Contract Provisions attached hereto as **Exhibit A** (the “Standard Provisions”) and the Design Build Agreement/Form of Contract issued with the Request for Proposals (the “Form Contract”, and collectively with the Letter Contract and the Standard Provisions, the “Governing Documents”) shall govern our relationship until such time as a final contract is entered into for the work described in the above referenced solicitation (the “Definitized Contract”); provided, however, that to the extent there is ambiguity or inconsistency among the terms of the Governing Documents, then the prevailing terms shall be in the following order of precedence: the Standard
Provisions, the Form Contract, then the Letter Contract. Once the Definitized Contract is signed, this Letter Contract shall automatically merge into the Definitized Contract.

2. **Scope of Work.** The Design-Builder is hereby authorized to proceed with design and preconstruction services for the Project as contemplated in the Request for Proposals and the Design-Build Agreement. The Design-Builder shall provide such design and preconstruction services as are required to properly advance the Project. In addition to other preconstruction services required to advance the Project, the Design-Builder shall conduct cost estimates and constructability reviews as the design progresses to identify any potential issues that may cause cost or schedule issues that conflict with the Department’s requirements for the Project.

The Design-Builder shall also solicit bids based on the approved design development documents as is further described in paragraph 5 of this Letter Contract. The Design-Builder shall engage in any value engineering and scoping exercises in an effort to allow the Project to be completed within the most recent budget reported by the Department for the Project. The Design-Builder is not authorized to proceed with the ordering of any long-lead items or early site activities unless and until the Department issues an amendment to this Letter Contract authorizing the Design-Builder to do so.

3. **Deliverables.** In connection with the services provided pursuant to this Letter Contract, the Design-Builder shall provide, at a minimum, the following deliverables to the Department’s Program Manager and in the referenced instances to the Contracting Officer as well:

   a. Building System Assessment, if so requested by the Department, within fourteen (14) days after the Preconstruction NTP.
   
   b. Concept design submission no later than [_____________] business days from date of execution of this Letter Contract. Such submission shall include, at a minimum, the following:

      i. Conceptual floor plan and site plan, including Swing Space concept design;
      
      ii. Updated property survey, including notations of utilities and all other easements;
      
      iii. Hazardous materials survey. It is understood that the Design-Builder and/or its design component shall be required to engage the services of industrial hygienist that is acceptable to the Department to perform such survey;
      
      iv. Flow test results;
      v. Record of accepted LEED strategies;
      
      vi. Environmental Impact Screening Form (“EISF”) submission. The Design-Builder shall be required to engage consultants that are necessary to prepare this form. The cost of such consultants should be included in the design fee.
      
      vii. Education specifications survey update; and

c. Preliminary Budget Estimate no later than [______________] days from date of execution of this Letter Contract.

d. Construction Management Plan within fourteen (14) days from the date of execution of this Letter Contract.

e. Schematic design submission no later than [______________] days from date of the Department’s approval of the concept design submission. Such submission shall include, at a minimum, the following:

   i. Digital site and floor plans (including adjacencies and room locations);
   ii. Preliminary building elevations and sections;
   iii. Plan-to-Program comparison;
   iv. Preliminary LEED scorecard;
   v. Design narrative; and
   vi. A preliminary description of proposed building system upgrades (i.e. HVAC, roofs, windows, kitchen equipment, etc.). With regard to any proposed building system upgrade, the package shall include a narrative description of the proposed system and an estimated line item cost.

f. Schematic Budget Update no later than [______________] days from date of execution of this Letter Contract.

g. Constructability/Sole Source/Long-Lead Time Memorandum no later than [______________] days from date of execution of this Letter Contract.

h. Design development Cost Estimate and Design Development submission no later than [______________] days from date of the Department’s approval of the schematic design submission. Such submission shall include, at a minimum, the following:

   i. Detailed and dimensioned plans, wall sections, building section, and schedules;
   ii. Draft specifications for materials, systems, equipment;
   iii. Complete code compliance analysis and drawing;
   iv. Space-by-space equipment layouts for key spaces. As part of the design development phase, the Design-Builder and/or the Architect and any design consultants shall confer with representatives from DCPS and the Department regarding these layouts to confirm that they are acceptable to DCPS;
   v. A preliminary lay-out for furniture, fixtures, and equipment;
   vi. Preliminary designs for approved building system upgrades. With regard to HVAC systems, the submission should include: (i) a detailed description of the proposed mechanical systems; (ii) their general layout, including ‘Single-Line Diagrams’ (aka ‘Riser Diagrams’); and (iii) any required load
calculations. The HVAC design solution would also include preliminary layouts of other major components of the HVAC system, including the type and location of energy recovery units (ERUs), variable air volume (“VAV”) boxes, condensing units, and any related system appurtenances; and

vii. Updated LEED scorecard.

As part of the design development responsibilities, Design–Builder will be required to:

viii. Present the design to CFA, Office of Planning, and other regulatory agencies as required
ix. Register the project with USGBC to obtain LEED certification and pay all registration fees.

x. Participate in SIT Meetings, and community meetings.

i. The Design-Builder shall meet with the Program Manager on a periodic and ongoing basis, which shall be, at a minimum, on a weekly basis, and the Program Manager shall conduct design reviews prior to the completion of the design development documents. With regard to each of the design reviews, the Design-Builder shall be required to submit to the Department and its Program Manager a written memorandum that summarizes the Design-Builder’s findings and recommendations with regard to the drawings for each discipline. Such memoranda shall be submitted to the Department no later than two (2) weeks after the design development documents are approximately 50% complete and progress print of such documents are issued by the Design-Builder.

j. The Design-Builder shall provide to the Department for its review and approval a written submission on the proposed subcontractor bidding procedures for the Department’s review and approval. Such procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. At least three (3) potential subcontractors shall be identified for each trade package. Such bid procedures shall be submitted no later than [______________]. This deliverable must be submitted by this date to the Contracting Officer as well.

k. A bid tabulation of the trade bids solicited and copies of all trade bids. The bid tabulation shall include scope assessments and identify required leveling of the trade submitted. In addition, the bid tabulations shall include Local, Small, and Disadvantaged Business Enterprise (“LSDBE”) and Workforce utilization information. Such bid tabulations shall be submitted to the Department’s Program Manager no later than [______________].

l. Based on the trade bids received, the Design-Builder shall prepare a written report of suggested value engineering strategies necessary to reconcile the costs of constructing the Project within the Project budget. Such report shall be submitted no later than one week after the submission of the bid tabulations. The Design-Builder shall meet with the Department’s representatives to discuss any value engineering and changes in scope necessary to ensure that the Department’s schedule and programmatic requirements are
met and that the budget is not exceeded. The Design-Builder shall work with the Department and the Program Manager to implement and to price any approved value engineering strategies.

m. A GMP Proposal for the Project, including all supporting documentation, no later than [__________________]. This deliverable must be submitted by the date provided to the Contracting Officer as well.

n. Statement of constructability within ten (10) days of the conclusion of the Preconstruction and Design Phases, executed by both the Design-Builder and the Program Manager.

In the event that the Design-Builder fails to timely submit any such deliverable, the Design-Builder shall pay to the Department as liquidated damages Five Thousand Dollars ($5,000) plus Five Hundred Dollars ($500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit each such deliverable. This remedy is cumulative and does not limit any other right or remedy of the Department under the contract or applicable District law.

4. Basis of GMP; Failure to Agree on GMP. The Department expects that the Design-Builder’s proposed GMP will be based on competitive bids from trade subcontractors. Unless otherwise agreed to by the Program Manager in writing, the Design-Builder shall obtain at least three (3) trade bids for each trade package in excess of One Hundred Thousand Dollars ($100,000). In the event the Design-Builder and the Department fail to agree on a GMP, the Department may terminate this contract without further liability and the Design-Builder must turn over all designs and supporting documents.

5. Not-to-Exceed Amount. The limit of this authorization is [_____________] Dollars ($[_____________]) (the “Not-To-Exceed Amount”). The Not-To-Exceed Amount includes the Design-Builder’s Preconstruction Fee in the amount of [_____________] Dollars ($[_____________]) and Design Budget in the amount of [_____________] Dollars ($[_____________]). The Parties acknowledge that the Preconstruction Fee is to be the Design-Builder’s sole compensation for all preconstruction services performed under this Letter Contract and the Definitized Contract and that the Design Budget is the upset limit of the cost of the various phases of the design with no mark up. It is understood that the Design-Builder shall not be due any additional compensation from the Department for such preconstruction services. In no event shall the Design-Builder be entitled to receive more than the Not-To-Exceed Amount under this Letter Contract unless authorized in advance and in writing by a duly authorized Contracting Officer.

6. Insurance. At all times while working under this Letter Contract, the Design-Builder shall maintain the following insurance: (i) comprehensive general liability policy having a policy limit of at least Five Million Dollars ($5,000,000) and including completed operations coverage; (ii) workers compensation coverage at the statutory limit; (iii) automobile liability, including a hired and non-owned automobile liability policy, of at least One Million Dollars ($1,000,000); and (iv) pollution liability insurance policy of at least Two Million Dollars ($2,000,000); and Professional Liability Insurance (Errors and Omissions) with limits of no less than Ten Million Dollars
($10,000,000) per claim and in aggregate. All such policies shall be endorsed to add the District of Columbia, including, but not limited to, its Department of General Services, and the respective agents, employees and officers of each as additional insureds. The Design-Builder shall provide certificates evidencing such insurance prior to commencing any work pursuant to this Letter Contract.

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

8. **Duration.** This Letter Contract shall become effective on the date it is accepted and countersigned by the Design-Builder and expire on the earlier to occur of the following: (i) the date the Definitized Contract becomes effective; or (ii) [______________]. DGS reserves the right to terminate this Letter Contract, in whole or specified part, for convenience in accordance with the Standard Provisions.

9. **Billing.** All invoices shall be submitted directly to the Department’s Program Manager. 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.

10. **Purchase Order Number.** Our contracting group will issue a purchase order number within five (5) business days of issuance of this Letter Contract and forward a copy of that number for your records. That number should be included in all future invoices and accounting records. In the event that you do not obtain a purchase order number within five (5) business days, please contact me directly to obtain this number.

11. **Ownership and Use of Documents.** All documents and work product prepared by the Design-Builder and its subcontractors or subconsultants related to the Project shall become the property of the Department. Without limiting the generality of the foregoing, the Design-Builder agrees that the Department shall be entitled to all such information and that the Department may use such documents as it sees fit (including, but not limited to, repurchasing a builder for this project) in the event the Department and the Design-Builder are unable to agree upon a GMP and schedule.

12. **Trade Work/Site Control.** Unless otherwise directed by the Department, the Design-Builder shall not perform any trade work or take control of the site. Any authorization to proceed with trade work will include appropriate provisions relating to bonds, insurance, and safety procedures. At a minimum, however, the Department’s Standard Contract Provisions for
Construction shall apply and in addition to the requirements set forth in any such subsequent authorization, prior to commencing any construction activity, the Design-Builder shall provide the Department’s Contracting Officer with certificates evidencing insurance, a payment and performance bond having a penal value equal to the then value of the Letter Contract and the Contractor’s agreement of indemnity. In the event the Design-Builder fails to provide the Department with such certificates of insurance, the agreement for indemnity or bond, the Department may withhold any subsequent payment until such documents are provided.

13. **Indemnification.** To the fullest extent permitted by law, the Design-Builder shall defend, indemnify and hold harmless the Department and the Department’s consultants and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from its performance of the Work.

14. **Entire Agreement; Modification.** This Letter Contract, along with the Standard Provisions and the Form Contract supersede all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to this Letter Contract shall be effective against the Department and unless made in writing signed by the Department. Notwithstanding the provisions of this Section 14, nothing herein shall limit the Department’s ability to unilaterally modify this Letter Contract.

Assuming the foregoing terms are acceptable, please countersign below to indicate your acceptance. Should you have any questions, please feel free to contact me directly at (202) 727-2800.

Sincerely,

[_________________]
Contracting Officer

ACCEPTED & AGREED TO
this ______ day of [______________] by
[CONTRACTOR]

By: __________________________
Name: _________________________
Title: __________________________
Exhibit A


Attached as Attachment G to the RFP
Attachment N - Bid Guarantee Certification
Certification Letter for Cashier’s Check or Irrevocable Letter of Credit

Offerors who submit a cashier’s check or an irrevocable letter of credit (“Alternate Bid Security”) in lieu of a bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such payment and performance bond, the Offeror understands and agrees that; (i) the Department shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Department will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Department would experience in the event such award or contract are terminated due to the Offeror’s failure to post a payment and performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Department would incur.

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

District of Columbia) ss:

On the _____ day of _____________, 2016, before me, a notary public in and for the District of Columbia, personally appeared __________________________, who acknowledged himself/herself to be __________________________, of __________________________, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

____________________________________
Notary Public
My Commission Expires: ___________
CONFLICT OF INTEREST DISCLOSURE STATEMENT

Offeror’s Name: ______________________________________________________________________ (“Offeror(s)”)  

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

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

Required Disclosure of Conflicts

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

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

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________
Certification

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

_________________________________
Signature

_________________________________
Name

_________________________________
Title

_________________________________
Company Name

_________________________ 20__
Date
Attachment P

Form of Lien Waiver
RELEASE OF LIEN

Project Name:
Contract No.:
Task Order No.:
Work Performed:
Contract Date:
Contract Amount:

Date:

Release of Liens:
The undersigned (insert Consultant/Contractor), has been paid partial payments totaling the sum of (insert net amounts), which is _____ % of the current contract value, in accordance with the contract terms for the above referenced project, and hereby indemnifies, waives, releases and holds the District of Columbia harmless for the above referenced project, including all claims, right to liens, and stop work notices upon said premises or the improvements thereon under the statutes of the jurisdiction in which the project is located.

In consideration of this payment due in the net amount of insert net amount due, in accordance with contract terms for the above referenced project. Hereby indemnifies, waives, and releases the District of Columbia for the above referenced project. All claims, right to liens, stop work notices upon said premises or the improvements thereon under the statutes of the jurisdiction in which the project is located.

The undersigned further represents and warrants, as of this date, that he/she is duly authorized to sign and execute this Release of Liens on behalf of (insert Consultant/Contractor); that (insert Consultant/Contractor) has properly performed all work in accordance with the Contract Documents and that all consultants, subcontractors or material men have been paid for all labor, including fringe benefits, workers compensation, materials, equipment, services, taxes, insurance premiums, and bonds (if required), and that any materials supplied to or incorporated in this project were taken from fully paid or open stock with any exceptions noted below.

This letter must be signed and notarized below by authorized individuals.

Insert Consultants /Contractors name: ________________
By: ___________________
Print Name: ________________
Title: ________________ Date: ________________
DISTRICT OF COLUMBIA ) ss

I, a Notary Public in and for the District of Columbia, hereby certify that, on this ___ day of
, 20___, personally appeared before me ______________________, known to me (or satisfactorily
proven) to be the person who executed the foregoing Final Release of Liens and Claims, as
of (insert Consultant/Contactor name) who acknowledged having done so for the purposes therein
contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

____________________________________
Notary Public, D.C.

My commission expires: ________________________________

[NOTARIAL SEAL]
GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES  

FINAL RELEASE OF LIENS AND CLAIMS  

Project Name:  
Contract No.:  
Task Order No.:  
Work Performed:  
Contract Date:  
Contract Amount:  
Date:  

Final Release of Liens and Claims:  

The undersigned (insert Consultant/Contactor name), in consideration of payments received and upon receipt of the amount of a final payment of $________________ hereby indemnifies, waives, releases, and holds the District of Columbia harmless for the above referenced project, including all claims, right to liens, terminations, and stop notices upon said premises or the improvements thereon under the statutes of the jurisdiction in which the project is located.  

The undersigned further represents and warrants, as of this date, that he/she is duly authorized to sign and execute this Release of Final Liens and Claims on behalf of (insert Consultant /Contractor; that (insert Consultant /Contractor) has properly performed all work and furnished all materials of the specified quality in accordance with all contract documents in an acceptable workmanlike manner to the Department of General Services/Construction Division, District of Columbia and that (insert Consultant /Contractor) has paid for all labor, including fringe benefits and workers compensation, all materials, equipment, services, taxes, insurance premiums, and bonds (if required) and that any materials supplied to or incorporated in this project have been paid.  

(Insert Consultant/Contactor) is executing this Final Release of Liens and Claims for the express purpose of inducing the District to make final disbursement and payment to (insert Consultant/Contactor name) of $________________.  

This letter must be signed and notarized below by authorized individuals.

Insert Consultants /Contractors name: ________________  
By:__________________  
Print Name: ________________  
Title: ________________ Date: ________________
DISTRICT OF COLUMBIA    ) ss

I, a Notary Public in and for the District of Columbia, hereby certify that, on this ___ day of
, 20            , personally appeared before me                                               , known to me (or satisfactorily
proven) to be the person who executed the foregoing Final Release of Liens and Claims, as
of (insert Consultant/Contactor name) who acknowledged having done so for the purposes therein
contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

______________________________
Notary Public, D.C.

My commission expires: _______________________________

[NOTARIAL SEAL]