

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



REQUEST FOR PROPOSALS

**DESIGN-BUILD SERVICES
FOR
SOUTHWEST TOWN CENTER**

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

Solicitation Number: DCAM-23-CS-RFP-0002

Pre-Proposal Conference: January 18, 2023, at 10:15 am
See Section 6.1 for details
[Click here to join the meeting](#)

Site Visit: January 20, 2023, at 1:00 pm
Near to 901 4th Street, SW
Washington, DC 20024

Questions Due Date: January 30, 2023, at 4:00 pm

Proposals Due Date: February 10, 2023, at 2:00 pm

Site Visit:

Interested vendors must notify the POC indicated within Section 1.7. The due date to submit the names of participants for the site visit is January 18, 2023, at 3:00 P.M.

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PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS

1.1 Procurement Overview

The Department of General Services (the “Department” or “DGS”) is seeking to engage a Design-Builder (the “Design-Builder”) via a Request for Proposal (“RFP”) for Design-Build Construction Services to modernize Southwest Town Center Park and Corridor (“SW Town Center Park”) located near 901 4th Street, SW, Washington, DC 20024 (the “Project”) on behalf of the Department of Parks and Recreation (“DPR”).

1.2 Project Overview

SW Town Center Park (sites A, B, and C) is located near 901 4th Street, SW, Washington, DC.

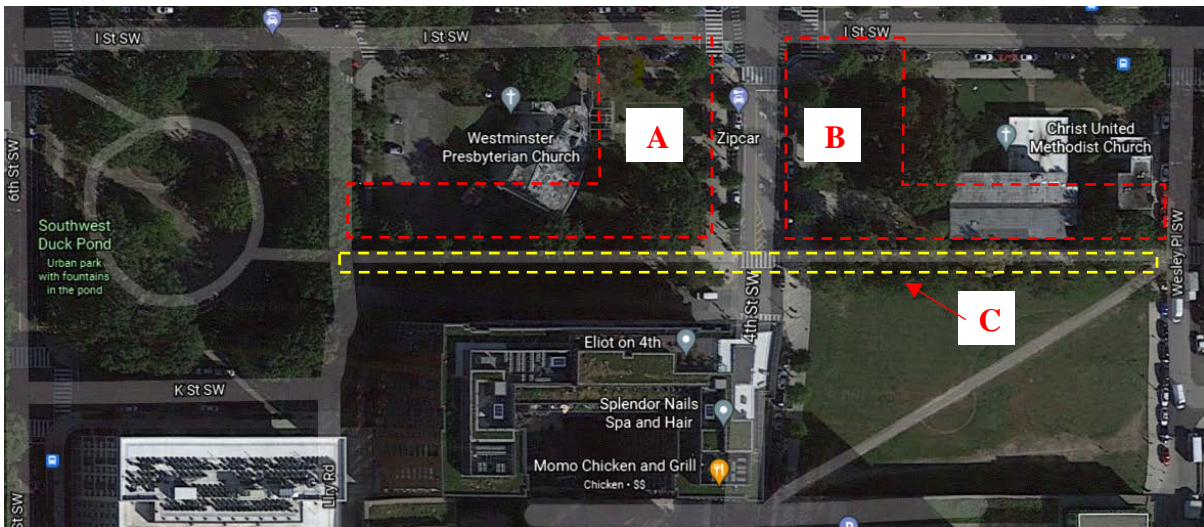


Image 1: (Above) Aerial View of SW Town Center Park showing Parcels A, B, and C



Image 2: (Above) Perspective View of Parcel C – Pedestrian Corridor

1.3 Project Budget and Funding Limitations

The Department has an approved design and construction budget of approximately **\$3,500,000.00** for this Project (soft and hard cost). This figure includes furniture, fixtures and equipment (“FF&E”). FF&E includes, but is not limited to loose furniture (tables, chairs, trash bins), signage, security equipment, AV equipment, IT equipment, DAS, telephones, and art. Low voltage cabling is included in construction costs. Accordingly, Offerors are to base their proposals on the approved budget. The Department requires that the Project will start upon execution of Notice to Proceed (“NTP”) by the Contracting Officer (“Contracting Officer” or “CO”).

1.4 Compensation

The Design-Build Agreement will be a cost plus a fixed fee with a guaranteed maximum price (“Guaranteed Maximum Price” or “GMP”) type contract. The Agreement is attached to the RFP as **Attachment M**. 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.

1.5 Milestones and Substantial Completion Date

It is expected that the construction work will be substantially complete by **February 14, 2025**. The final completion date for this Project is **March 31, 2025**.

1.6 Project Delivery Method

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

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: Sadiq Ludin
Title: Contract Specialist
Department of General Services
Contracts and Procurement Division
Mailing address: 1250 U Street, NW, 2nd Floor
Washington, DC 20009
E-mail: cp.contract-spec9@dc.gov

The Department disclaims the accuracy of information derived from any source other than this RFP and 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 Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with **Southwest Town Center and RFP No. DCAM-23-CS-RFP-0002**.

1.8 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 1.7**. 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.

1.9 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.

1.9.1 RFP Schedule

- RFP Advertisement: January 11, 2023, at 4:00 P.M
- Pre-Proposal Conference Call: January 18, 2023, at 10:15 A.M
- Site Visit: January 20, 2023, at 1:00 P.M.

- RFP Questions due to the Department: January 30, 2023, at 4:00 P.M
- Proposals Due date: February 10, 2023, at 2:00 P.M
- Notice of Award (projected): April 10, 2023
- Notice to Proceed / Letter Contract (projected): April 24, 2023

1.9.2 Project Schedule

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

The Department has established the following preliminary milestone dates for the design phase. While the Department is amenable to shifting the interim design milestones dates, the Department requires that the permit documents, which will serve as the basis for the Design-Builder's GMP, be completed no later than **November 07, 2023**. Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for DPR and DGS design reviews reflected in the milestone interim schedule below.

Activity/Milestone	Days from NTP	Date
Kick Off Meeting	5	May 09, 2023
100% Program +Concept Design + Estimate Submission	35	June 22, 2023
DGS Review (5 days)	-	-
Submit Revisions (5 days)	-	-
DGS Review + NTP (5 days)	-	-
100% Schematic Design + Estimate Submission	50	July 14, 2023
DGS Review (5 days)	-	-
Submit Revisions (5 days)	-	-
DGS Review + NTP (5 days)	-	-
100% Design Development Submission	85	September 1, 2023
DGS Review (10 days)	-	-
Submit Revisions (10 days)	-	-
DGS Review +NTP (5 days)	-	-
90% Permit Document Submission	130	November 07, 2023
DGS Review (10 days)	-	-
Submit Revisions (10 days)	-	-
DGS Review + NTP (5 days)	-	-
Organize GMP, Trade Bidding (15 days)	-	-
Design-Builder's GMP Finalized Submission	185	January 26, 2024
DGS Review (10 days)	-	-
Submit Revisions (10 days)	-	-
DGS Review + NTP (5 days)	-	-
100% Construction Drawings	165	December 28, 2023
DGS Review (5 days)	-	-
Submit Revisions (5 days)	-	-
DGS Review (5 days)	-	-
Substantial Completion Date	450	February 14, 2025
Final Completion	480	March 16, 2025
Admin Term	504	May 05, 2025

1.9.2.1.Substantial Completion Date shall be no later than February 14, 2025, set forth in **Section 1.5**; and

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

1.10 Selection Criteria

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

1.11 Economic Inclusion

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

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

1.12 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 through the Department’s electronic portal within the time specified in **Part 1, Section 1.9.1** 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 all addenda issued.

Attachments to this RFP include the following:

Attachment A	Site Requirements
Attachment B	Form of Offer Letter
Attachment C	Offeror’s Certification Form
Attachment D	Tax Affidavit
Attachment E	Davis-Bacon Wage Rates
Attachment F	Bid Bond Form
Attachment G	Standard Contract Provisions for Construction
Attachment H	Standard Contract Provisions Architectural & Engineering Services
Attachment I	SBE Subcontracting Plan
Attachment J	First Source Agreement and Employment Plan
Attachment K	2023 Living Wage Act
Attachment L	Past Performance Evaluation Form
Attachment M	Form of Contract for Design-Build Agreement
Attachment N	Notice to Proceed and Letter Contract
Attachment O	Bid Guarantee Certification

Attachment P	Conflict of Interest Disclosure Statement
Attachment Q	Release of Lien Forms
Attachment R	Equal Employment Opportunity Policy Statement
Attachment S	Certification to Furnish Performance & Payment Bond
Attachment T	Service Contract Act
Attachment U	Payment and Performance Bond
Attachment V	Building Information Modeling (BIM)
Attachment W	Campaign Finance Contribution Form

1.13 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, Project Schedule and within the Agreement schedule.

1.14 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 Projects listed on **Section 1.2**, 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 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, Section 1.5,** and Site Requirements (**Attachment A**) of this RFP.

The Design-Builder shall provide all necessary labor, tools, equipment, materials, supervision, and other services necessary to complete the design and construction for the modernization of the SW Town Center Park located near SW Corner of 4th and I and 900 4th Street, SW, Washington, DC 20024.

2.0.1 The Design-Builder must have:

- A landscape architecture firm serving as lead designer as part of its Architect/Engineering team. A landscape architecture firm that has direct relevant experience on the Town Center Parks Vision Plan is preferred. Landscape architecture firm must be an urban design planning firm. The landscape architecture firm's project team must consist of licensed Professional Landscape Architects ("PLAs") and must be based in Washington, DC Metro Area with experience in Ward 6.

2.0.2 The Design-Builder must have the following qualifications:

- A demonstrated background with Town Center Parks Vision Plan/Masterplan;
- Firsthand familiarity with working with the Southwest Bid;
- Site assessment, investigation, and evaluation experience; and
- Direct experience in formulating the design and construction solutions necessary to make sure design does not impact the flood zone.

2.0.3 The Scope of Work includes the following:

2.0.3.1 Project Elements:

Town Center Park:

Currently, the existing open spaces at the project location are disconnected and act as separate experiences. There is no clear pedestrian or vehicular arrival experience or linkage that brings these spaces together. There are several pedestrian portals that bring users into and through spaces, such as the east-west sidewalk connection, however, they are not clearly identifiable from the main thoroughfare, 4th Street SW.

The Design-Builder shall provide all necessary labor, tools, equipment, materials, supervision and other services necessary to provide a town center that provides a variety of play elements and programmable spaces that cultivates community pride and celebrates the diversity of Southwest DC.

Parcel A: Western site - Design-Builder shall provide café seating, terraced seating, an event stage, and public art display. See **Attachment A – Proposed Vision Plan** for reference.



Image 3: (Above) Perspective View Of The Proposed Vision for Parcel A

Parcel B: Eastern site - Design-Builder shall provide a multipurpose area to host a farmers’ market, craft fair, holiday festival, and pop-up commerce. The Eastern site shall also include café seating and terraced seating. See **Attachment A – Proposed Vision Plan** for reference.



Image 4: (Above) Perspective View Of The Proposed Vision for Parcel B

Parcel C: Pedestrian Corridor - Design-Builder shall provide a “front porch” experience in an urban context. The corridor shall be a pedestrian-focused street that promotes interaction, celebrates culture, and encourages lingering. It shall be designed as a linear park with unique elements scattered throughout the path to create moments of play, respite, and shared experiences. Corridor shall be utilized during day and evening hours for an all-day experience. See **Attachment A – Proposed Vision Plan** for reference.



Image 5: (Above) Perspective View Of The Proposed Vision for Parcel C

2.0.3.2 Add Alternates:

The Design-Builder shall design the entire project and then price A and C as add/alts when putting together the GMP proposal.

Also, to the extent A and C are add/alts, the design-build fee and General Conditions being bid as part of this RFP shall only relate to the construction of B. Design-Builder shall provide an add/alt design-bid fee and GCs for each of A and C.

- Parcel A - The Western site: shall be an add-alternate pending GMP.
- Parcel C - The Pedestrian Corridor: shall be an add-alternate pending GMP.
- Water Feature: Shall be an add-alternate pending GMP. Furnish and install water feature at location to be determined by DGS/DPR.

2.0.3.3 Existing Conditions:

- Design-Builder shall demolish existing retaining walls.
- All existing park benches to be removed.

- All existing planters to be removed.
- All existing trash/recycling containers to be removed.
- All existing bike racks to be removed.
- All existing light posts to be removed.
- Select trees shall be preserved, as determined by DGS, DPR, and the Urban Forestry Division (“UFD”).

2.0.3.4 Artwork:

Furnish and install commissioned artwork as required by DGS/DPR. Selected artist must be local to the District of Columbia.

2.0.3.5 Site Furnishings (Outdoor):

Design-Builder shall furnish and install site furnishings. Site furnishings include, but are not limited to, café tables and seating, benches, fencing, signage, game tables, trashcans, bike racks, hand sanitizing stations, and drinking fountains. Site furnishings procurement schedule to be developed by Design-Builder subject to DPR, the Department’s specification, agreement, and acceptance.

2.0.3.6 Exterior Signage:

Design-Builder shall provide all labor and materials to furnish and install DPR standard signs that reflects language for wayfinding, park rules, notification of a drug free zone, and park name signage. The Design-Builder shall need to consider all DGS and DPR Building Standards, standard graphics and language for wayfinding, park rules, drug free signage, and park name signage per DPR’s standard park signage included as **Attachment A**.

2.0.3.7 Outdoor Lighting:

Furnish and install outdoor lighting per the specifications outlined in **Attachment A**.

2.0.3.8 Terraced Seating:

Furnish and install terraced seating. Pull back existing retaining walls to create large gathering area. Regrade area to allow for stepped seating.

2.0.3.9 Event Stage:

Furnish and install semi-permanent shade structure at location where events are to take place.

2.0.3.10 Multipurpose Area:

Furnish and install multipurpose area to host a farmers market at location to be determined by DGS/DPR.

2.0.3.11 Utilities:

Utility installation/relocation, including but not limited to electric, water, gas, and storm-water management as required by the District Department of Energy & Environment (“DOEE”).

2.0.3.12 Exterior Improvements - Maintenance:

For any plantings (including trees), the Design-Builder shall be responsible for watering, cutting, and pruning of plants for up to one (1) year immediately after planting and at weekly intervals during the plant/tree establishment period. See Close Out **Section 2.4** for additional information.

2.0.3.13 Exterior Improvements – Landscape:

Design-Builder shall:

- Furnish and install new ground cover plantings, such as shrubs and native plantings at locations to be determined by DGS and DPR.
- Furnish and install new trees at locations and species to be approved by DGS and DPR. Quantity to be determined by DGS/DPR.
- Furnish and install new bioretention planting as applicable. Layout/size/locations to be approved by DGS and DPR.
- Conduct invasive cleanup, stump remove/root grinding.
- Select heritage trees, as determined by DPR/DGS and the Urban Forestry Division (“UFD”), to be preserved.
- Provide arborist service for tree protection. The arborist shall evaluate the condition of the existing trees prior to design, and throughout the Project, including during construction. Extensive coordination with the District Department of Transportation- UFD will be required to maintain the health of the existing trees.
- Follow the standards outlined in “Standard Specifications for Highways and Structures - Plants and Planting - Section 608.2,” and UFD Tree Preservation Policies for DGS Projects.
- Provide a minimum of three (3) meetings with UFD (including on-site meetings). Tree protection, as directed by UFD, in coordination with the arborist, shall be employed throughout the Project.

2.0.3.14 Plumbing:

Design-Builder shall:

- Provide a water source for landscaping maintenance.

- Furnish and install new drains and cleanouts as applicable.
- Inspect the completed plumbing system, fixtures for proper installation, and placement of plumbing system.
- Provide water fountains. Quantity and locations to be approved by DGS/DPR.

2.0.3.15 Application for a New Address(es):

The Design-Builder shall submit to the Department of Buildings (DOB) an “Application for a New Address(es)”. This includes preparing any documentation required to obtain a new address such as drawings, shop drawings, product data, submittals, etc. Unless otherwise noted in this Scope of Work, the Design-Builder shall be wholly responsible for obtaining a new address and shall be responsible for mitigating any delays that result from that failure to obtain a new address.

2.0.3.16 Allowances:

All costs under these allowances shall be reimbursed at cost, with no markup of any kind. All costs under these allowances must be approved in writing prior to the commencement of any work. The only Allowance Items shall be those specifically identified as such in the Schedule of Values and in the Guaranteed Maximum Price. The Allowance Amounts represent all Costs of the Work of the Allowance Items, including, without limitation, costs of materials, labor, handling, transportation, loading and unloading and installation, as approved by the Department.

2.0.3.17 Permit Allowance

The Design-Builder shall include a permit allowance of \$35,000. This allowance shall only be used for the payment of permit fees. Costs for permit expeditors, transportation and copies shall not be used under this allowance and shall be considered part of the Design-Builder’s General Conditions. DGS is not responsible for any fees related to resubmission due to comments by a permitting agency. DGS is not responsible for any penalties or fines levied by any agency with jurisdiction over the Project.

2.0.3.18 Archeology Services Allowance

The Design-Builder shall include an archeology service allowance of \$50,000. The allowance shall only be used for archeological services. The Design-Builder shall provide archaeology services. The archaeologist shall coordinate with the State Historic Preservation Office (“SHPO”).

2.0.3.19 Arborist Allowance

The Design-Builder shall include an arborist allowance of \$50,000. The allowance shall only be used for arborist services. Extensive coordination with the District Department of Transportation, - UFD will be required to maintain the health of the existing trees.

2.0.3.20 Public Art Allowance

The Design-Builder shall include a public art allowance of \$9,000, which shall be used for the purchase and installation of various artwork to be determined during the design of the Project.

2.0.3.21 Relocation and Cleaning

The Design-Builder shall assist Client Agency in relocating FF&E and other items as necessary within the renovated park, as well as for cleaning and other move-in services as directed by the Department. The GMP shall include an allowance and scope of work for these activities. This allowance is in addition to cleaning services that would otherwise be required by the Design-Builder, including, but not limited to, the obligation to deliver a broom clean building site at the end of construction.

2.1 Design-Builder’s Duties; General Intent

The Design-Builder will be required to work with the Department and DPR 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: (1) that the design is developed in a manner consistent with the Department’s goals for the Project (e.g., programmatic, budgetary, schedule and quality); (2) 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 (3) to implement the requisite construction and other work necessary no later than **October 7, 2025**. The Design-Builder will be required to provide a “turn-key” Project ready for occupancy by DPR and shall be responsible for all items of cost except for those items set forth in **Section 2.8** of this RFP.

2.1.1 General Tasks:

In general, the Design-Builder shall be required to undertake the following tasks and submit any required deliverables to the Department. These services shall include but is not limited to the following:

2.1.2 Kick Off Meeting

The Design-Builder shall meet with the Department’s Project team to kick-off the Project. The purpose of this meeting will be to review the Project scope, schedule, goals and objectives, and expectations for the Project. The selected team will also collect and present any data available for the Project and study area including, but not limited to, previously completed studies, current survey data, aerial photography, GIS data, and any other information determined to be important at the time of the meeting. This kickoff meeting shall also include the DGS Turnover Manager and a representative from the DGS Facilities and Maintenance team as outlined in the 2016 DGS Projects Turnover Protocol (**Attachment A**). The Design-Builder shall complete a meeting summary from this meeting and distribute to meeting attendees for review.

2.1.3 Design Tools

The Design-Builder shall:

- Use Building Information Modeling (BIM), or similar type software (recognized in the industry), to develop and coordinate the design documents.
- Provide all necessary services, labor, equipment, and materials as required to achieve the Work, as described in this document.
- Provide all design services and construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: (1) civil, architectural, electrical, structural, and mechanical design services as required for the Project; and (2) construction management services inclusive of budgeting, value engineering (“Value Engineering”), scheduling, project administration, management and coordination of subcontractors.
- To conduct subsurface investigation work if and as required for the Project.
- To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to complete the Project.
- Meet the requirements of the recently adopted International Green Construction Code and DOEE stormwater management requirements.
- If necessary, conduct DOEE, DOB, DDOT, and DC Water preliminary design review meetings.
- Provide complete code compliance and coordinated drawing packages.
- Present the design to the Commission of Fine Arts (“CFA”), Office of Planning, National Capital Planning Commission (“NCPC”) and other regulatory agencies, as required.
- Be responsible for coordinating with the sub-consultants and other specialized work, as necessary.
- Prepare all traffic control plans required to obtain relevant DDOT permit approvals at all stages of the Project as required.
- Prepare and submit DC Water permit application packages (all permit types that may be required) and DOEE Stormwater Management and Green Area Ratio packages for review and approval.
- Prepare DDOT public space modifications packages for submission to and approval by DDOT Public Space Committee, participate in the Committee meetings, as necessary.
- Prepare a stormwater management as required to ensure proper drainage of the park and in accordance with DOEE requirements that shall be provided.
- Coordinate with DPR, DGS, and facility staff to ensure that construction does not interrupt the day-to-day operations of the park outside of the work area.
- Provide a Construction Management Plan to ensure that access to the open areas of the park is maintained during regular hours of operation.
- Provide labor and material to secure the site and make safe for construction, including coordination with DGS, DPR, and the facility staff to ensure residents and pedestrians are aware of new traffic and building access pattern during construction.
- Remove and safely dispose of site pavers and associated setting bed materials in accordance with Federal and District rules and regulations.

2.1.4 General Deliverables

The following include, but are not limited to, the deliverables that are to be prepared by Design-Builder in coordination with DGS and DPR:

1. Summary of required agency review and timetables;
2. Project Administration;
3. Design Packages;
4. Cost Estimate at each phase of design;
5. Comment matrix including the resolutions to any comments at each phase of design;
6. Design Narrative at each phase of design;
7. Schedule at each phase of design;
8. Copies of all reports/surveys;
9. Value Engineering;
10. Construction Site Logistics;
11. Copies of Design Build, A/E, Consultants, and Construction Subcontracts; and
12. Close Out Documents.

2.2 Design and Preconstruction Phase

2.2.1 Initial Deliverables

The Preconstruction Phase will start from the issuance of the Notice to Proceed (“NTP”) through the execution of the GMP amendment (“GMP Amendment”). The Department will issue a NTP for preconstruction services (the “Preconstruction NTP” or “Letter Contract”), attached hereto as **Attachment N**. 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 (for Construction Contracts and Architectural/Engineering Services Contracts) and the Preconstruction NTP, the order of precedence shall be: the Standard Contract Provisions; Preconstruction NTP; and the RFP.

2.2.1.1 Collection, Assessment and Verification of Existing Conditions

The Design-Builder shall be responsible for the collection, assessment, and verification of existing conditions.

2.2.1.1.1 Site Surveys

The Design-Builder shall conduct a complete survey(s) of the site, as required, to successfully complete scope with input from DGS and DPR. At a minimum, the survey(s) shall include the existing condition of the site and documentation of existing conditions. The survey must also include, but is not limited to, all utilities, storm drain inlets, catch basins, and a subsurface investigation, work, and any other below grade infrastructure if and as required for the Project.

In addition to those items enumerated above, the Design-Builder shall conduct site assessments, conservator studies, archeological studies, hydraulic studies, traffic studies, environmental studies, recommended testing, additional geotechnical testing, evaluation of existing trees for preservation and removal, and monitoring of historic assets as is necessary to properly advance the Project.

2.2.1.2 Program Development and Verification

The Design-Builder shall be responsible for developing a program of needs for the Project, which shall include, but shall not be limited to, the aforementioned amenities outlined in the Project Scope of Work.

2.2.1.2.1 Program of Requirements Package.

The Design-Builder shall develop a Program of Requirements based on input obtained from the Project Scope of Work, Community Meetings, Public Agency meetings, and Stakeholder Interviews. The Design-Builder shall work to develop and submit a Final Program Document.

The Department shall have the right to disapprove the Program of Requirements submittal for any reason. Following review of the Program of Requirements submission by DPR and the Department, the Design-Builder shall make revisions to the Program of Requirements submission as necessary to incorporate comments, feedback and other direction provided by DPR and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation.

2.2.1.3 Initial Deliverables and Concept Design

The Design-Builder shall prepare and provide the following deliverables:

2.2.1.3.1 Baseline Schedule. Within twenty-one (21) days after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a Baseline Schedule for the Project (the "Baseline Schedule"). The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a critical path method ("CPM") in a sufficient level of detail to permit the Department and the Design-Builder and any other affected parties to properly plan the Project. The Baseline Schedule shall show: (i) key design milestones; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial, Final Completion, and Administrative Term dates. The Baseline Schedule must also be submitted in Primavera 6 native format and shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis. Bi-weekly updates to the schedule should include the original baseline schedule as well to show time difference between planned start and finish dates versus actual start and finish dates.

2.2.1.3.2 Concept Design.

Upon receipt of written approval of the Program of Requirements from DPR/DGS, The Design-Builder shall be required to develop a concept design. The concept design shall contain such detail as is typically required for a concept design under the standard AIA contract. The Department shall have the right to disapprove the concept design submittal for any reason. Following review of the concept design

submission by DPR and the Department, the Design-Builder shall make revisions to the concept design submission as necessary to incorporate comments, feedback and other direction provided by DPR and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation.

2.2.1.3.3 Concept Design Tasks

In general, the Design-Builder shall be required to undertake the following tasks and submit any required deliverables to the Department. The concept design services shall include but is not limited to the following:

- **Concept Design Package.**
Based on input obtained through the process outlined in the project scope of work, Community Meetings, Public Agency meetings, and Stakeholder Interviews, the Design-Builder shall work to determine the Concept Design.
- Develop up to three (3) conceptual designs and cost estimates that provide alternatives to addressing the identified recreational, social, and cultural needs. The selected Design Builder will make any appropriate modifications based on DGS comments prior to presenting the concept(s) to the public.
- **Final Concept Design Package.**
Based on input obtained through the process outlined in the project Scope of Work, community meetings, public agency meetings, and stakeholder interviews, the selected Design-Builder will work to finalize the concept design and produce a dimensioned concept design package for DGS/DPR review and approval. The Design-Builder shall provide all necessary labor and services to prepare and submit: (i) one (1) electronic PDF copy of the conceptual design plans and specifications, (ii) one (1) electronic PDF copy of a Design-Builder's cost estimate; and (iii) one (1) electronic PDF copy of a schedule to the Department for review and approval.
- **Project Teams.**
Upload all design documentation and deliverables as required utilizing the online DGS project management system, ProjectTeam. The Design-Builder shall utilize DGS's ProjectTeam document management system to submit any and all documentation required to be provided by the Design-Builder, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by DGS); (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 DGS.
- **Stakeholder Workshops.**
Conduct workshops with DGS and DPR staff, as well as other stakeholders, in order to further clarify the goals, objectives, performance targets, service standards, responsibilities, and key agency actions necessary throughout the

Department in order to fully realize the vision for the new community center. The Design-Builder shall provide a report of findings.

- **Americans with Disabilities Act (“ADA”) Assessment.**

Conduct an ADA assessment to determine ways to increase ADA accessibility. Design-Builder shall meet 2010 ADA standards and the requirements of the office of the Office of Disability Rights. The work must comply with current accessibility guidelines and criteria set forth in the ADA and ADA Accessibility Guidelines (“ADAAG”), International Building Code IBC 2012, Local/State Codes, 504 Rehabilitation Act of 1973, Title 2 of the ADA Act.

- **Life Safety/Building Code.**

Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted and/or adopted by Washington, DC, including the 2013 District of Columbia Building Code, the 2013 District of Columbia Green Construction Code, the 2013 District of Columbia Energy Conservation Code, the 2013 District of Columbia Fire Code, the 2013 District of Columbia Mechanical Code, and the 2013 District of Columbia Plumbing Code.

- **DOEE.** Conduct a detailed hydraulic analysis to assure that the carrying capacity of the watercourse is maintained because of the potential for increasing flood damages to existing buildings. If the area has a floodway designated, this can be done as part of the hydraulic analyses necessary to meet floodway requirements.
- Conduct an encroachment analysis certified by a professional Engineer to indicate that any development, such as leveling of retaining walls, addition of fill material, or construction of buildings, located in the 500-year floodplain would not cause an increase in the design flood elevation, per the updated Flood Hazard Rules. Any mechanical, electrical, and plumbing equipment, such as drinking fountains and lighting, would need to be elevated above or floodproofed to the design flood elevation at the site.
- Develop dimensioned site plans, floor plans, elevations, and renderings.
- Participate in Value Engineering workshops, as required, with the DGS representatives.
- Survey existing facility as applicable to confirm locations and types of hazardous materials to be abated or mitigated.
- Prepare and submit Environmental Impact Screening Form (“EISF”).
- Conduct a storm water management study.
- Conduct a photometric analysis to maximize visibility, safety, and efficiency.
- Request and receive hydrant flow test.
- Perform alternative mechanical systems evaluation and recommend selection.
- Confer with audio-visual and acoustic consultants to establish design requirements for the Project.

- Confer with the Department’s IT representatives/consultants to verify technological requirements for the Project.
- Confer with the District of Columbia Protective Services Division (“PSD”) to establish security and safety requirements.
- Attend up to three (3) meetings, as necessary with the Advisory Neighborhood Commission (“ANC”) Commissioner and Community to provide a presentation and receive feedback on the concept design.
- Present the design to the Commission of Fine Arts (“CFA”), Office of Planning (“OP”), National Capital Planning Commission (“NCPC”) and other regulatory agencies as required.
- Submit an early estimate with a magnitude of error of Not-to-Exceed +/- 3% of the Project hard cost budget.

- **Community Engagement Process**
 The Design-Builder shall prepare presentation materials and meet with staff/community and public officials to achieve support for the design. The selected Design-Builder shall listen to comments from the community and incorporate information provided during the community meetings as directed by the DGS and DPR PM. Provide the team with meeting minutes of the activities and community feedback within three (3) business days. The Design-Builder shall select and modify design documents per DGS/DPR and community input. The Design-Builder shall use the DPR Community Engagement Process included as **Attachment A** as a guideline.

- **Authorities Having Jurisdiction**
 The Design-Builder shall meet with and coordinate the requirements of the Project with authorities having jurisdiction, including, but not limited to, the Department and its Project Managers from DGS and DPR, and partner agencies (such as DDOT, DOB, and DOEE) or oversight groups (such as CFA, HPO, ODR, NCPC). The Design-Builder shall make changes in design necessary to obtain approval from authorities having jurisdiction, without additional compensation to the Design-Builder. The Design-Builder shall work with DGS and DPR to review designs and incorporate any design changes.

- **Design Guidelines and Specifications**
 If applicable to the scope outlined above, and unless otherwise noted in the design documents, the Design-Builder shall follow the Specifications for Recreation Center Facilities **Attachment A** for all design elements of the Project. The Design-Builder shall need to consider all DGS, DPR, and Facilities Management Building Standards. Design Builder shall coordinate security requirements with DC PSD. Design Builder shall coordinate IT and Telecom requirements with DC OCTO and DC Net.

- **Preliminary Budget Estimate.** Concurrently with the delivery of the concept design, the Design-Builder shall submit a detailed cost estimate of the proposed design (such estimate, the “Preliminary Budget Estimate”). The Preliminary Estimate shall be prepared in a Unifomat | Elemental format that classifies

building elements and related sitework. 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 DPR 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.

- **Baseline Budget and Program.** The Department shall provide the Design-Builder 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-Builder does not receive such approval within fourteen (14) days after submitting the Preliminary Budget Estimate, it shall so advise the Contracting Officer's Technical Representative ("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.
- **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 and an updated plan every phase thereafter until the Project is completed and shall 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.
- **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.
- **Disincentive Fee for Failure to Timely Submit Deliverables.** 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/redesign late in the Project and that the deliverables required under this **Section 2.0** 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 2.0** (and unless such failure is the result of any event of Force Majeure), the Design-Builder shall be subject to a disincentive fee in an amount of Five Thousand

Dollars (\$5,000.00) plus Five Hundred Dollars (\$500.00) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such deliverables.

- **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.

- **Deliverables**
The following include but are not limited to the deliverables that are to be prepared by Design-Builder in coordination with DGS and DPR:
 1. Existing Conditions Assessment
 2. Survey(s) of Existing Conditions, including notations of utilities and all other easements.
 3. Historic resources survey
 4. Hazardous material survey and analysis update
 5. Results of Hazardous Materials Survey
 6. Flow Test Results
 7. Geotechnical survey
 8. Topographic survey
 9. Tree Survey
 10. Archeology Survey
 11. Zoning Analysis
 12. DOEE survey
 13. Utility Surveys
 14. Program Document
 15. Three (3) conceptual floor plan and site plan.
 16. Prelim/Final Concept Design Package
 17. Preliminary Specifications
 18. Construction Cost Estimate
 19. Baseline Project Schedule
 20. Construction Management Plan Draft
 21. Record of accepted Value Engineering strategies
 22. Environmental Impact Screening Form (“EISF”) submission
 23. Summary of Required Agency Review, Timetables, including but not limited to: Office of Planning (“OP”), Commission of Fine Arts (“CFA”), National Capital Planning Commission (“NCPC”), Office of Rights and Disability (“ODR”), and Historic Preservation Office (“HPO”) to include a preliminary archeological study, if applicable.
 24. Meeting minutes of standing Project meetings and Design Review Meetings
 25. Detailed Concept Design Expectations attached as **Attachment A**.

26. Comment matrix including resolutions to any comments
27. Design Narrative at each phase of design
28. Copies of Design Build, A/E, Consultants, and Construction Subcontracts
29. CFA and NCPC submission materials; meetings and presentations to CFA and NCPC as required
30. Historic Preservation Office (HPO) submission materials; meetings and presentations to HPO as required
31. DDOT UFD submission materials; meetings and presentations to DDOT as required .

2.2.1.4 Schematic Design

Upon receipt of written approval of the Concept Design from DPR/DGS, The Design-Builder shall be required to develop Schematic Design. During this phase, the Design-Builder shall be required to develop a schematic design that meets the program requirements set forth herein for the Project. The schematic design shall contain such detail as is typically required for schematic design under the standard AIA contract.

2.2.1.4.1 Schematic Design Tasks

In general, the Design-Builder shall be required to undertake the following tasks and submit any required deliverables to the Department. The schematic design services shall include but is not limited to the following:

- Further develop conceptual plans and incorporate design changes.
- Conduct community meetings to solicit input and keep constituents informed throughout the development of the project.
- Prepare necessary presentation materials (renderings and models) to communicate design intent and obtain approval of design direction.
- Continue development of phasing plan based on the approved Concept Documents, to accommodate the project's needs.
- Submit an estimate with a magnitude of error of Not-to-Exceed +/- 0% of the Project hard cost budget.
- If it is necessary for Project early inquiry with Public Utility Companies PEPCO, Washington Gas, and Verizon should be conducted.
- Conduct DOEE, DOB, DDOT, and DC Water Preliminary Design Review meetings.
- Renovation and new construction should be designed to qualify for LEED Silver certification.
- **Schematic Design Package**
Based on input obtained through the process outlined in the project Scope of Work, community meetings, public agency meetings, and stakeholder interviews, the Design-Builder shall work to determine the Schematic Design and produce a package for DGS/DPR review and approval. The Design-Builder shall provide all necessary labor and services to prepare and submit: (i) one (1)

electronic PDF copy of the schematic design plans and specifications, (iv) one (1) electronic PDF copy of a Design-Builder's cost estimate, (v) and one (1) electronic PDF copy of a schedule to the Department for review and approval.

- **Schematic Design Development**

The Design-Builder shall prepare a schematic design that is a logical development of the approved concept design and is consistent with the Department's schedule, **budget which includes both soft and hard costs (i.e. designed to budget of \$3.5 million)** and programmatic requirements. The schematic design shall contain at least the level of detail contemplated in standard industry practice and shall contain such detail as is typically required for a schematic design under standard industry practice. 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 DPR and the Department, the Design-Builder shall revise the schematic design submission as necessary to incorporate comments, feedback and other direction provided by DPR and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation.

- **Schematic Budget Update.** Concurrent with submission of the schematic design, the Design-Builder shall submit a budget update. The budget update shall be submitted in the same format as the 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-Builder shall submit Value Engineering suggestions that would return the Project to budget. Only the Department shall have the authority to increase the Project budget, and absent such direction, the Design-Builder shall proceed on the assumption that the budget remains as originally directed by the Department.

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

- **Deliverables**

The following include but are not limited to the deliverables that are to be prepared by Design-Builder in coordination with DGS and DPR:

1. Schematic plans, elevations, sections, finishes, furnishing, and renderings;
2. Basis of Design for materials, finishes, and FFE
3. Digital floor plans and site plan;
4. Preliminary building elevations and sections;
5. Constructability memorandum;
6. Updated specifications;
7. Updated cost estimates;
8. Updated Project Schedule;
9. Updated Construction Management Plan;
10. Meeting minutes;
11. Traffic circulation;
12. Updated summary of required agency review and timetables;
13. Comment matrix including resolutions to any comments;
14. Design narrative at each phase of design;
15. Copies of all reports/surveys;
16. Copies of Design Build, A/E, consultants, and construction subcontracts;
17. Plan-to-program comparison;
18. Design narrative;
19. Phasing Plan, if necessary;
20. If Value Engineering is necessary, it should be executed at this stage of the design submission with all the stakeholders; and
21. Meeting minutes of preliminary design review meetings.

2.2.1.5 Design Development

Upon receipt of written approval of the Schematic Design from DPR/DGS, The Design-Builder shall be required to develop design development. During this phase, The Design-Builder shall progress the design into a full set of design development documents. The design development documents shall represent the logical development of the approved Schematic Design along with any written feedback provided by the Department and shall be advanced in a manner consistent with the Department's budget for the Project.

2.2.1.5.1 Design Development Tasks

In general, the Design-Builder shall be required to undertake the following tasks and submit any required deliverables to the Department. The design development services shall include but is not limited to the following:

- Select and draft outline specifications for materials, systems, equipment.
- Develop detailed and dimensioned plans, wall sections, building section, and schedules.
- Submit an estimate with a magnitude of error of Not-to-Exceed +/- 0% of the Project hard cost budget.
- Complete code compliance analysis and drawing.
- Confirm space-by-space equipment layouts with representatives from DGS.
- Conduct follow up meetings with agencies as required.

- Coordinate furniture, fixtures, and equipment requirements (“FF&E”). Design documents should be sufficient to provide for the purchase and installation of FF&E.
- The Design-Builder shall coordinate the selection of finishes. Design-Builder shall provide at minimum three finish options of color palettes, materials, and fabrics presented in loose materials with associated labeled renderings.
- Present the design to CFA, HPO, Office of Planning, and other regulatory agencies as required.
- The Design-Builder is responsible for coordinating with sub-consultants for storm water management, and other specialized work, as necessary.
- Renovation and new construction should be designed to qualify for LEED Silver certification.
- The Design-Builder shall present the overall project design to the and CFA and NCPC for reviews and approvals prior to any work commencing.

- **Design Development**
 The Design-Builder shall prepare a set of design development documents (“Design Development Documents”) that is a logical development of the approved schematic design, along with any oral or written feedback provided by the Department, 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 standard industry practice and shall contain such detail as is typically required for a schematic design under standard industry practice. 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.

- **Design Development Package**
 Based on input obtained through the process outlined in the project scope of work, Community Meetings, Public Agency meetings, and Stakeholder Interviews, the Design-Builder shall work to determine the Design Development Package and produce a package for DGS/DPR review and approval. The Design-Builder shall provide all necessary labor and services to prepare and submit: (i) one (1) electronic PDF copy of the design development plans and specifications, (iv) one (1) electronic PDF copy of a Design-Builder’s cost estimate, (v) and one (1) electronic PDF copy of a schedule to the Department for review and approval.

- **Deliverables**
 The following include but are not limited to the deliverables that are to be prepared by Design-Builder in coordination with DGS and DPR:
 1. Design Development Design Package that includes detailed and dimensioned plans, wall sections, elevations, and schedules;
 2. Code compliant analysis;

3. Selection of finishes and submittals of finish samples (paint swatches, tiles samples, etc.);
4. Selection of furniture, fixtures, and equipment requirements (“FF&E”);
5. Updated specifications (materials, systems, equipment);
6. Updated cost estimates;
7. Updated Project Schedule;
8. Updated constructability memorandum;
9. Meeting minutes;
10. Updated Construction Management Plan;
11. Traffic circulation;
12. Updated summary of required agency review and timetables;
13. Comment matrix including resolutions to any comments;
14. Design narrative at each phase of design;
15. Copies of all reports/surveys;
16. Copies of Design Build, A/E, Consultants, and construction subcontracts;
17. 50% design development progress printing;
18. A reconciliation report that addresses issues raised by DGS representatives; as a result of the 50% progress printing;
19. CFA and NCPC submission materials;
20. Meetings and presentations to CFA and NCPC, as required;
21. Historic Preservation Office (“HPO”) submission materials;
22. Meetings and presentations to HPO, as required; and
23. DDOT UFD submission materials; meetings and presentations to DDOT, as required.

2.2.1.5.2 Furniture Selection + Coordination Services & Deliverables

Design-Builder shall provide Furniture Consulting Services, including development of Furniture Plans (showing both reused and new furniture as applicable) and budget based on anticipated needs **as applicable**. The Furniture Selection and Coordination scope of services shall be integrated into the design phases previously listed.

Design-Builder shall develop a Furniture Package that will include the approved Furniture Plans and Specifications and obtain bids from three (3) furniture dealers/manufacturers. Design-Builder shall assist the Client with the Furniture Bids & Procurement Process and visit the site during installation to observe and report variances to the furniture design intent including review of the Installer’s furniture punchlist. Design-Builder shall assist with furniture mock-ups as necessary for DGS review.

- a. Identify and inventory existing furniture for reuse.
- b. Develop Furniture Layout and Plans.
- c. Coordinate Furniture Layout and Plans with IT and electrical requirements.
- d. Review the proposed Furniture Package with DGS to reach consensus and approval prior to developing outline specifications for the furniture dealer/vendor.

- e. Develop Furniture Package (Furniture Plans & Specifications) for Furniture Manufacturer/Dealer to Bid.
- f. Prepare one (1) electronic copy in PDF of Furniture Package (Furniture Plans & Specifications) including Detailed Specifications, Cost Estimate, and schedule to the Department for review and approval. Components to include, but are not limited to:
 - i. Site plans;
 - ii. Floor plans;
 - iii. Rendering and color/finish palette; and
 - iv. Furniture, Fixture, and Equipment Schedule;
- g. A reconciliation report that addresses issues raised by DGS;
- h. Provide assistance in bidding and purchase including response to bid questions and lead time coordination;
- i. Review furniture orders prepared by the selected dealer for specific product selections and specifications;
- j. The dealer/vendor shall be responsible for preparing the purchase order for all furniture selections;
- k. Assist selected vendor for delivery coordination. Work with vendor/dealer throughout the construction administration process to track the manufacturing of the furniture to assure the products will be available for shipping and installation;
- l. Conduct two (2) site visits during furniture installation and move-in;
- m. Review and comment on Installer's furniture punchlist. At the completion of the furniture installation, the furniture dealer will produce a furniture punchlist, and Design-Builder will make one site visit to review the dealer's punchlist and note any additional items to be corrected. One back-check will be provided;
- n. Distribute updated punchlist to DGS for review on weekly basis.

2.2.1.6 Construction Service Requirements. In general, the Design-Builder shall be required to undertake the following tasks and submit any required deliverables to the Department. The construction documents services shall include but is not limited to the following:

2.2.1.6.1 Permits.

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

2.2.1.6.2 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; and (iv)

the NCPC. Given the nature of the work, it is not envisioned that such approvals will require extensive hearings or submissions.

2.2.1.7 [Reserved]

2.2.1.8 GMP Formation

The Design-Builder shall provide the Department with a Guaranteed Maximum Price based on the Permit Set Documents. The GMP shall be agreed upon in the manner set forth in this **Section 2.2.1.8**.

2.2.1.8.1 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 Office.

2.2.1.8.2 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.

2.2.1.8.3 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.).

2.2.1.8.4 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's Architect 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 and without any change to the Substantial and Final Completion Dates, unless approved by the Department's Contracting Officer.
- f) A subcontracting plan setting forth the names and estimated dollar volume of the work that will be performed by LSBDEs, as certified by the Department of Small and Local Business Development ("DSLBD"), upon which the GMP is based.

2.2.1.8.5 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 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 Contract value 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.

2.2.1.8.6 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.

2.2.1.9 Early Release/Abatement & Demolition

2.2.1.9.1 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.

2.2.1.9.2 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.

2.2.1.10 Value Engineering and Scope Assessment

2.2.1.10.1 Scope Assessment

Based on the trade bids, the Design-Builder shall prepare a written report of suggested value engineering strategies necessary to reconcile the costs of constructing the Project with the Department's budget for the Project. The Design-Builder shall meet with the Department's representatives to discuss any value engineering and changes in scope.

2.2.1.10.2 Value Engineering Solutions

The Design-Builder shall meet with the Department as necessary to reach agreement on which, if any, of the value engineering options should be pursued. To the extent DGS and DPR directs the Design-Builder to proceed with one or more of the value engineering options, the Design-Builder shall revise its GMP to reflect the inclusion of such items.

2.2.1.11 Construction Documents

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

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

The Design-Builder shall provide all necessary labor and services as required to achieve 50% complete Permit Set: Prepare and submit: (i) one (1) hard-copy and one (1) electronic PDF copy of the Permit set (50% complete) and

specifications; (ii) one (1) electronic PDF copy of a Design-Builder's cost estimate; and (iii) one (1) electronic PDF copy of a schedule to the Department for review and approval.

2.2.1.11.2 Construction Document Review & Coordination. The Design-Builder shall complete each of the Construction Documents packages in a manner that addresses the concerns raised by the Department during the review contemplated in **Section 2.2.1.11** for such package.

The Design-Builder shall issue one or more set of permit documents to the Department for its review and approval ("Permit Set"). The Permit Set shall represent the further progression of the approved Design Development Documents together with any value engineering strategies approved by the Department.

Regarding each such set, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved Design Development Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance.

The Department shall have the right to disapprove the Construction Documents for any reason. If the Department disapproves the Construction Documents, the Design-Builder will not be entitled to any additional compensation.

If, however, the Department disapproves a Construction Document that is a logical extension of the approved Design Development Documents, the Design-Builder will be entitled to an adjustment to the GMP and/or the Agreement schedule unless such a package departs from the Scope of Work fairly reflected in the GMP Drawings and Specifications and in such event the Design-Builder shall be required to prepare a revised design that complies with the GMP drawings and specifications ("Drawings and Specifications") and without any entitlement to an increase in the GMP or an adjustment of the Agreement schedule.

In the event the Department does not approve a document within twenty (20) 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 twenty (20) days, such additional review shall be deemed a change event.

During the Permit Set phase, the Design-Builder shall complete the following tasks:

1. Continue to prepare detailed and coordinated drawings and specifications.
2. Prepare application and submit documents for building permits.
3. Work with the Department's third-party plan reviewer to review the documents for permit document submission.
4. Upload all documents to DCRA's permit document review website in accordance with their instructions.

5. Prepare and submit early-release excavation, foundations, concrete, and steel packages, if needed.
6. Prepare and submit DC Water permit application packages (all permit types that may be required) and DOEE Storm Water Management and Green Area Ratio packages for review and approval.
7. Prepare DDOT public space modifications package for submission to and approval by DDOT Public Space Committee, participate in Committee meetings as necessary.
8. Prepare all traffic control plans required to obtain relevant DDOT permit approvals at all stages of the Project, as required.
9. In addition, the Design-Builder shall be required to: (a) define, clarify, or complete the concepts and information contained in the Permit Set; (b) correct design errors or omissions, ambiguities, and inconsistencies in the Permit Set (whether found prior to or during the course of construction); and (c) correct any failure of the Architect to follow written instructions of the Department during any phase of design services or the construction of the Project provided they are compatible with industry standards.

2.2.1.12 Permit Set

Upon receipt of written approval of the Design Development Phase from DPR/DGS, The Design-Builder shall be required to develop a Permit Set. The Design-Builder shall complete the Permit Set in a manner that addresses the concerns raised by the Department during the review.

The Permit Set shall represent the further progression of the approved Design Development Package together with any value engineering strategies approved by the Department. The Permit Set shall be progressed to approximately 90% completion of those required in a traditional Design/Build delivery method; however, the Permit Set shall nevertheless be code compliant and permit ready, with all major systems sufficiently designed, detailed, specified, coordinated, and developed. It is anticipated that such Permit Set shall serve as the basis of a GMP Contract.

The Design-Builder shall provide all necessary labor and services as required to achieve 90% complete Permit Set: Prepare and submit (i) one (1) hard-copy and one (1) electronic PDF copy of the Permit Set at 90% complete and specifications; (ii) one (1) electronic PDF copy of a Design-Builder's cost estimate; and (iii) one (1) electronic PDF copy of a schedule to the Department for review and approval.

Prepare a reconciliation report at 50% and 90% Permit Set development that address issues raised by DGS and DPR.

Permit Set Review Meetings

The Design-Builder shall meet with DGS and DPR to conduct a design meeting and page turn at 50% and 90% completion of construction documents.

Construction Management Plan

Upon receipt of written approval of the 90% complete Permit Set from DPR/DGS, The Design-Builder shall submit an update to the construction management plan.

Deliverables

The following include but are not limited to the deliverables that are to be prepared by Design-Builder in coordination with DGS and DPR:

1. Permit Set at 50% and 90% completion;
2. Specifications (materials, systems, equipment, FF&E);
3. Report outlining value engineering strategies;
4. Updated cost estimates;
5. Updated Project Schedule;
6. Updated Construction Management Plan;
7. Updated constructability memorandum;
8. Complete code compliance analysis and drawings;
9. Coordinated Furniture Fixtures and Equipment (FF&E) Requirements;
10. Updated summary of required agency review and timetables;
11. Comment matrix including resolutions to any comments;
12. Design Narrative at each phase of design;
13. Copies of all reports/surveys;
14. Copies of Design Build, A/E, consultants, and construction subcontracts;
and
15. Meeting minutes.

2.2.1.13 Construction Documents (IFC Set)

2.2.1.13.1 Construction Documents Tasks

Upon receipt of written approval of the 90% Permit Set from DPR/DGS, The Design-Builder shall be required to develop the Construction Documents IFC Set. The Design-Builder shall be required to develop a complete, coordinated set of Construction Drawings. The Construction Drawings shall represent the further progression of the approved Permit Set together with any value engineering strategies approved by the Department. The Construction Drawings should be progressed to One Hundred Percent (100%) completion of those required in a traditional Design/Build delivery method.

The Design-Builder shall provide all necessary labor and services as required to achieve 100% complete construction documents: Prepare and submit one (1) hard-copy and one (1) electronic PDF copy of the complete set of 100% complete Construction Documents, Specifications and schedule to the Department for review and approval (100% plan review).

Deliverables

The following include but are not limited to the deliverables that are to be prepared by Design-Builder in coordination with DGS and DPR:

1. Construction Set at 100% completion;
2. Specifications (materials, systems, equipment, FF&E);
3. A reconciliation report that address issues raised by DGS and DPR;
4. Report outlining value engineering strategies;
5. Updated cost estimates;
6. Updated Project Schedule;
7. Updated Construction Management Plan;
8. Updated constructability memorandum;
9. Complete code compliance analysis and drawings;
10. List of Long Lead Items that could adversely impact the Project's schedule and recommendations for purchase;
11. List of subcontractors Design-Builder intends to solicit bids to and bid procedure;
12. Trade bid tabulations;
13. GMP Proposal;
14. Coordinated Furniture Fixtures and Equipment (FF&E) Requirements;
15. Traffic control plans;
16. Insurance certificates;
17. Performance and payment bonds;
18. Quality Control Plan;
19. Updated summary of required agency review and timetables;
20. Comment matrix including resolutions to any comments;
21. Design Narrative at each phase of design;
22. Copies of all reports/surveys;
23. Copies of Design Build, A/E, consultants, and construction subcontracts; and
24. Meeting minutes.

2.2.1.13.2 Code Review. The Design-Builder shall submit the Permit Set to the Department of Buildings (“DOB”) in order to obtain the necessary building permits to construct the Project. The Design-Builder shall monitor the permit process and shall incorporate any changes or adjustments required by governmental authorities having jurisdiction over the Project.

The Design-Builder shall also issue any such changes to the Department for its review and approval. In this submittal, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. Subsequent to obtaining the necessary building permits, the Design-Builder shall prepare one or more sets of “issued for construction documents” (the “IFC Set(s)”).

2.2.1.13.3 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 twenty (20) 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.

2.2.1.13.4 Third Party Contractors. The Department will hire third party contractors for plan review and for testing and material inspections. The Design-Builder shall coordinate and work with the Project Manager and third-party plan reviewer during the building permit process.

2.3 Construction Phase

The construction phase services shall include, but are not necessarily limited to:

- a) Manage all aspects of the renovation and construction of the Project;
- b) Manage bi-weekly progress meetings;
- c) Review and process shop drawing submissions, RFI's, and all other requested documents;
- d) Prepare meeting notes and records of decisions/changes made;
- e) Conduct pre-closeout inspections; and
- f) Review closeout documents for completeness, such as As-Built Drawings based on the Contractor's red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to DGS in hard copy, PDF, and CAD formats.

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:

- a) **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.
- b) **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 2.3.10** (Site Safety), **Section**

2.3.13 (Workhours; Coordination with DPR and the Community), and **Section 2.3.14** (Quality Control Plan) of this RFP.

2.3.1 Site Office.

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

2.3.2 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.

2.3.3 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.

2.3.4 Move-in Assistance.

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

2.3.5 Delay Liquidated Damages.

In addition to the liquidated damages provided for in **Section 2.2.1.3.3** 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 One Thousand Five Hundred Dollars (\$1,500) 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.

2.3.6 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 2.3.6** shall include signing (as the agent for the Department) any manifests required for the disposal of hazardous materials.

2.3.7 Salvage Value and Stored Items.

The Design-Builder shall be responsible for salvaging and storing all items as identified by the Department, and to the benefit of the Department, in accordance with all applicable District laws and regulations, after notifying the Department and receiving the Department's permission to proceed.

2.3.8 Protection of Existing Elements.

The Design-Builder shall protect all existing features, public utilities, and other existing structures during construction. The Design-Builder shall protect existing site improvements, trees, and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. The Design-Builder shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

Additional requirements are outlined in DDOT UFD Tree Protection Guidelines. Design-Builder is responsible for following the standards outlined in "Standard Specifications for Highways and Structures - Plants and Planting - Section 608.2" and UFD Tree Preservation Policies for DGS Projects.

2.3.9 Site Cleanliness.

During the Agreement performance and/or as directed by the Department's Project Manager, as the installation is completed, the Design-Builder shall ensure that the site is clear of all extraneous materials, rubbish, or debris.

2.3.10 Site Safety

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

2.3.10.2 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 DPR 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 DPR. The cost of revising and complying with the plan shall not entitle the Design-Builder to an increase in the GMP. The Design-Builder will not be permitted to commence the Construction Phase until the Safety Plan is submitted and in no event shall any resulting delay constitute an excusable delay. Additionally, the Design-Builder shall comply with the requirements of **Article 27, Section A** of the Standard Contract Provisions for Construction Contracts.

2.3.10.3 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 DPR. 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.

2.3.10.4 Site Security. The Design-Builder shall secure the Project work area by a minimum 6ft tall chain link fence. Contractor shall ensure site is locked during non-work hours.

2.3.10.5 Exculpation. The right of the Department and DPR 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.

2.3.11 Reserved

2.3.12 Reporting Requirements

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

2.3.12.1 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) construction progress update; (ii) cost update; (iii) economic inclusion report; (iv) cash flow update; (v) quality assurance report; and (vi) progress photos.

2.3.12.2 Bi-Weekly Schedule Updates. The Design-Builder shall provide a Baseline Schedule update to the Department on the progress of the entire Work at least bi-weekly, in the same format set forth in **Section 2.2.1.3.1** of this RFP. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the Design-Builder's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Design-Builder shall also state what must be done to avoid or reduce delay and 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.

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

2.3.12.4 Submittals. The Design-Builder shall submit to the Program Manager for review and approval all shop drawings, material data and samples provided by Design-Builder, vendors and/or manufacturers.

2.3.12.5 Permitting & Inspections. The Design-Builder shall obtain all permits necessary to perform the Scope of Work outlined, including trade permits. This includes preparing any documentation required to obtain permits such as drawings, shop drawings, product data, submittals, etc. Unless otherwise noted in this Scope of Work, the Design-Builder shall be wholly responsible for obtaining permits and shall be responsible for mitigating any delays that result from that failure to obtain permits. This includes obtaining all necessary approvals from, and compliance with requirements established by, the DOB, DDOT, DOEE, DC Water, HPO, CFA, OP, and any other relevant regulatory and permitting agencies.

- a. The Design-Builder shall be responsible for scheduling and obtaining all necessary inspections from the aforementioned agencies including pre-construction, construction, and post-construction inspections. The Design-Builder shall, if necessary, contract with a third-party inspection firm. The Design-Builder is responsible, if necessary, for obtaining a Certificate of Occupancy.
- b. The Design-Builder is responsible for obtaining all safety inspections for items such as, but not limited to, playgrounds.
- c. If necessary, the Design-Builder is responsible for submitting, on DGS' behalf, an address change form.
- d. The Design-Builder shall update the Department with the status of each permit that is under the Design-Builder's responsibility. The Design-Builder shall engage such permit expeditors as the Design-Builder deems necessary or appropriate in light of the Project's schedule.

2.3.13 Workhours; Coordination with DPR and Community

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

Work on the Project shall be scheduled for Monday through Saturday (excluding holidays), between 7:00 am and 5:00 pm, except otherwise allowed by the Department and authorities having jurisdiction.

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

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

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

2.3.13.5 Phasing. The Design-Builder shall work with DGS/DPR to phase work such that any impact on surrounding recreation center and park use is limited.

2.3.13.6 Signage. The Design-Builder shall provide signage for community information at the Project indicating closure date and duration per DGS' Guide for Construction Site Signage included as **Attachment A**.

2.3.14 Quality Control Plan

2.3.14.1 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.

2.3.14.2 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.

2.3.14.3 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.

2.3.14.4 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.

2.3.15 Construction Deliverables

The following include, but are not limited to, the deliverables that are to be prepared by Design-Builder in coordination with DGS and DPR:

1. Meeting minutes;
2. RFI Responses, ASI's and/or other clarification documents;
3. Punchlists;
4. Closeout document review comments;
5. As-Built Drawings;
6. Construction Management Plan Final;
7. Progress Meeting Minutes;
8. Project Schedule Updates;
9. Project Progress Reports;
10. Cost Variance Report;
11. Cost Estimate;
12. OSHA Safety Plan;
13. Close out documents (Product Manuals, Warranties, etc.);
14. Quality Control Plan;
15. Quality Control Inspection Reports;
16. Corrective Action Plan;
17. Statement of constructability;
18. Invoices and acceptable application for payment with release of liens & claims;
19. Insurance certificates;
20. Performance and Payment Bonds and Agreement of Indemnity;
21. Certificate of Substantial Completion; and
22. Documents that may be required by Contracting Officer from time to time.

2.4 Project Close-out

The Design-Builder is responsible for following DGS' standard close out procedures and delivering close out documents as outlined in DGS' Project Turnover Protocol found in **Attachment A**. The Design-Builder shall be responsible for scheduling and carrying-out all necessary trainings.

2.4.1 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, including all deficiencies. The Design-Builder shall correct all punchlist items no later than thirty (30) days after Substantial Completion is achieved.

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

2.4.3 Warranties & Manuals. Subsequent to Substantial Completion Date and no later than fifteen (15) days following the Substantial Completion Date, the Design-Builder shall prepare and submit the following documentation as applicable: (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 SW Town Center Park; (v) environmental, health and safety documents for the SW Town Center Park; and (vi) all applicable inspection certificates/permits (emergency evacuation plans, health inspection, etc.) for the SW Town Center Park.

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

The Design-Builder shall prepare an "as-built" plan of the site including all the modifications performed during construction, within 30 days of completion. The Design-Builder shall also submit warranty information on all design requirements within 30 days of completion.

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

2.4.5 Close Out Submittals. All close out submittals shall be submitted to DGS/DPR Project Manager via ProjectTeam. The Design-Builder shall submit to the Project Manager for review and approval all close out documents no later than thirty (30) days following the Substantial Completion Date. The Project Manager shall review and approve or reject submittals within five (5) business days of receipt. Project Manager review is contingent

upon A/E submittal approval. A/E shall review and approve all close out submittals prior to submitting to DGS/DPR Project Manager for review. Submittals must contain architect's stamp indicating (approved as noted, rejected, revise and resubmit, approved, etc.)

2.4.6 Warranty Periods. The Design-Builder shall warrant the completed work to be free of significant defects in workmanship and material for a period of **one (1) year** from date of completion of work, with the exception of any plantings, which shall have a warranty of **two (2) years from** the date of completion of work.

2.4.7 Planting Warranty/Guarantee Periods. The acceptability of plants furnished and planted will be determined at the end of a **two (2) year guarantee** period during which the Design-Builder shall employ all practicable means to preserve the plants in a healthy growing condition with a focus on the weekly watering during the first year. Care during this period shall include watering, cultivating, pruning, repair, and adjustment of stakes, and other standard proper care as directed. Plants, saucers, and beds shall be kept weed free. Re-mulch as necessary to maintain mulch depth as shown. The Design-Builder shall be responsible for removal of stakes and Arbor Ties at the end of the two (2) year guarantee period.

2.4.9 Maintenance. For any plantings (including trees), the Design-Builder shall be responsible for watering, cutting, pruning for up to **one (1) year** immediately after planting and at weekly intervals during the plant/tree establishment period.

2.4.10 Close-Out Deliverables

Deliverables shall include, but are not limited to:

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

2.4 Change Orders

Only a written Change Directive or Change Order, executed by DGS, may make changes to the Agreement. In particular, but without limitation, a written Change Directive or Change Order executed by DGS is the only means by which changes may be made to the Substantial or Final Completion Dates, the Design-Builder's Fee, or the cost of the work.

If DGS or DPR wishes to make a change in the Project, it will execute and issue to the Design-Builder a written Change Directive, either directing the Design-Builder to proceed at once with

the changed Work or directing it to not to proceed, but to provide DGS with a formal Change Order cost proposal to complete the changed work.

The Design-Builder must give DGS written notice of any Change Event within ten (10) calendar days of the date on which the Design-Builder knew, or reasonably should have known, of the Change Event. To the extent available, the notice must state the nature of the Change Event and describe, generally, all changes in the Agreement to which the Design-Builder believes it is entitled. Such notice is an express condition precedent to any claim or request for adjustment to the Substantial or Final Completion Dates, or the authorized contract amount arising from the Change Event and, if the notice is not given within the required time, the Design-Builder will have waived the right to any adjustment to the Substantial or Final Completion Dates, or the authorized contract amount arising from the Change Event.

Within twenty (20) calendar days after giving notice of a Change Event, the Design-Builder shall submit a written Change Request to DGS describing, in reasonable detail, including backup from subcontractors/suppliers of all tiers, all adjustments it seeks to the Substantial or Final Completion Dates or the Price as a result of the Change Event. This Potential Change Order request must be submitted to DGS and to the Project Manager via ProjectTeam.

The maximum markup for change order work shall be as follows:

2.5 Markup on Trade Work.

The maximum markup for change order work shall be as follows:

2.5.1 For Work performed by a subcontractor with its own forces, the subcontractor shall be entitled to a mark-up of not more than five percent (5%) (covering home office overhead, the cost of insurance and bonds, field supervision, general conditions and profit) on the Direct Costs of the Work. For Work that the Department permits the Design-Builder to self-perform, the Design-Builder shall also be entitled to a markup of not more than five percent (5%) of the Direct Cost of the Work. With regard to any such Work that is self-performed by the Design-Builder, the markup contemplated in this Section shall be the Design-Builder's exclusive compensation and it shall not be entitled to the markup contemplated in **Section 2.5.3**.

2.5.2 Intervening tier Subcontractors shall be entitled to a markup of two percent (2%) (covering home office overhead, the cost of insurance and bonds, field supervision, general conditions and profit) on Work performed by lower-tier Subcontractors;

2.5.3 In no event shall the maximum mark-up on the Direct Cost of the Work exceed five percent (5%). Direct Cost of the Work shall mean labor, material and other costs reasonably and necessarily incurred in the proper performance of the Work as approved by the Department and shall include, but not be limited to:

2.5.3.1 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 eighteen percent (18%) of direct labor costs may be allowed.

2.5.3.2 Rented Equipment. Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Design-Builder 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 Design-Builder shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Design-Builder or an affiliate of or subsidiary of the Design-Builder.

2.5.3.3 Design-Builder's Equipment. Payment for required equipment owned by the Design-Builder or an affiliate of the Design-Builder 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.

2.5.3.4 Materials. Incorporated and unincorporated materials as permitted under **Section 2.5**.

Direct Cost of the Work does not, however, include home office overhead, field supervision, general conditions or profit of either the Subcontractor or the Design-Builder. No personnel above the level of a working foreman shall be considered a Direct Cost of the Work.

2.6 Costs and Fees

2.6.1 Reimbursable Costs

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

- a) Payments made by the Design-Builder to subcontractors and suppliers, but only in accordance with the Subcontracts and Supply Agreements;
- b) The Cost of General Conditions (as defined below in **Section 2.6.2**), subject however to the Maximum Cost of General Conditions;

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

provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder, and only to the extent that the cost of repair or correction is not recoverable by the Design-Builder from insurance, sureties, Subcontractors or suppliers. It is understood that the cost of repairing, correcting damaged or nonconforming Work that was Self-Performed shall not be reimbursable in any event.

2.6.2 Cost of General Conditions

The Contractor shall propose a lump sum amount for the cost of General Conditions, which shall be the extent of what the Contractor is entitled to recover for the cost of General Conditions (such cost, the "Lump Sum General Conditions Cost"). The Lump Sum General Conditions Cost 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 1.4; and (ii) the Contractor can demonstrate to the satisfaction of the Department that such additional General Conditions costs are necessary and not due to any fault of the Contractor, its subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the Design-Builder incurs General Conditions Costs in excess of the Lump Sum General Conditions Cost, the Design-Builder shall not be entitled to reimbursement for such amounts unless the Department authorizes, by written Contract Modification, an increase to the Lump Sum General Conditions Cost. Nonetheless, in such an event, if the Design-Builder exceeds the Lump Sum General Conditions Cost, the Design-Builder shall continue to be required to staff the Project and provide all Construction Services adequately. General Conditions may include, but are not limited to:

1. Cost of construction staff.
2. Fringe Benefits associated with construction staff;
3. Payroll taxes and payroll insurance associated with construction staff;
4. Staff costs associated with obtaining permits and approvals;
5. Out-of-house consultants, including, but not limited to, permit expeditors, safety managers, and schedulers;
6. Job vehicles;
7. The field office(s) for the Design-Builder and Department, including, but not limited to:
(i) trailer purchase and/or rental; (ii) field office installation, relocation, and removal;
(iii) utility connections and charges during the Construction Phase; (iv) furniture; (v) office supplies;
8. Office equipment including, but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) voice/data system installation and use charges; (v) job radios;
9. Local delivery and overnight delivery costs;
10. Field computer network;
11. First aid facility;
12. Printing cost for drawings, bid packages, etc.;
13. BIM Cost (software, seats, hardware);
14. Parking costs for the construction staff;
15. Salting sidewalks and shoveling snow on sidewalks that surround the site; and

16. Exterior site fencing, fence wrapping and construction signage.

2.6.3 Non-Reimbursable Costs

The following costs shall not be reimbursable:

- a) Any personnel or labor costs other than those provided for in **Section 2.6.1 (c) (1)** or **Section 2.6.2 (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 2.6.1**.

2.7 Design-Build Fee & Award Fee Calculations

The Design-Builder's compensation shall consist of the Design-Build Fee bid by selected Offeror. In addition, the Design-Builder shall be entitled to recover at cost and without mark-up: (i) its design costs, as defined in **Sections 2.6.1(f) and 3.4.6**, and (ii) its Costs of General Conditions as is defined in **Section 2.6.2**; subject, however, to the Design Fee and the Maximum Cost of General Conditions proposed by the selected Offeror which limits shall serve as a cap on the Design Fee and the Cost of General Conditions, respectively. The Design-Builder shall only be entitled to fifty percent (50%) of the Preconstruction Fee if the Design-Builder and the Department are unable to agree to a GMP, as set forth in more detail in the Design-Build Agreement. Entitlement to the Design-Build Fee shall be determined as described more fully below.

2.7.1 Base Design-Build Fee. The Design-Build Fee shall be divided into two categories. Seventy percent (70%) of the Design-Build Fee shall be referred to as the ("Base Design-Build Fee") and the remaining thirty percent (30%) shall be at risk as described in **Section 2.7.3** below (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"), eighty five percent (85%) being allocated to the Construction Phase. Each of those amounts shall be paid in equal monthly installments spread over the duration of each such phase. To the extent that the

Agreement duration is extended, the then remaining amounts of the 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.

2.7.2 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 2.6.2**. To the extent the Design-Builder incurs General Conditions costs in excess of the Maximum Cost of General Conditions, the Design-Builder shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builder shall be required to adequately staff the Project.

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

- a) If a GMP is agreed upon by the Design-Builder and the Department within twelve (12) months after issuance of the NTP and the GMP is less than the Project Budget as set forth in **Section 1.3**, the Design-Builder shall earn Twenty Five percent (25%) of the At-Risk Portion (i.e., 7.5% of the design-build fee).
- b) The Design-Builder shall be eligible to earn up to Twenty Five percent (25%) of the Award Fee Pool (i.e. 7.5% of the Design-Build Fee) 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 shall consist of the following people:
 - i. DGS Capital Construction Division (CCD) Deputy Director or their designee;
 - ii. DGS Chief of Facilities or their designee;
 - iii. DGS CCD representative; and
 - iv. DGS Facilities representative.

Panelist shall not be an individual who has day-to-day interactions or involvement on the project. Panelist shall not be an individual who is presently involved in an active project with the Design Builder. 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 average their individual scores into a single score based upon the following scale:

- i. 0 points – the Design Builder failed to meet the minimum requirements of the project and/or quality.
- ii. 1 point – the Design Builder marginally met the minimum requirements of the project and/or quality with major deficiencies.
- iii. 2 points – The Design Builder marginally met the minimum

- iv. 3 points – The Design Builder met the requirements of the project and/or quality with minimal deficiencies.
- v. 4 points – The Design Builder met some requirements and/or quality and exceeded others. There were no deficiencies.
- vi. 5 points – The Design Builder exceeded most, if not all, the requirements of the project and/or quality with no deficiencies.

If the Award Fee Evaluation Committee’s average score is 4 points or greater, then the Design Builder shall be entitled to the full award fee. If the average score is less than 4, then the average score shall be divided by four (4) and then multiplied by the award fee. That shall be the amount of the award fee that shall be given to the Design Builder. Example 1: The average score is 3.5, then the Design Builder shall be entitled to 87% of the award fee. Example 2: The average score is 4, then the Design Builder shall be entitled to 100% of the award fee. At a minimum, the Award Fee Evaluation Committee shall evaluate the following for their scoring:

- i. Playground, if included;
- ii. Playing fields, if included;
- iii. Public space that was part of the Design Builder’s scope;
- iv. Level of completeness of punchlist;
- v. Historic elements, if included; and
- vi. Plantings and landscaping.

Prior to being eligible for the Quality Incentive walk, all quality control and quality assurance related deficiencies documented by the District shall be resolved and accepted as resolved by the District.

- c) If the Design-Builder achieves Substantial Completion of the Project as stated in **Section 1.5** on time the Design-Builder shall be entitled to receive Twenty Five percent (25%) of the At Risk Portion (i.e. 7.5% of the Design-Build Fee). Entitlement to this portion of the Award Fee Pool shall be based on the final outcome of the Project and the Project has been successfully turned over to the District. For the avoidance of doubt, the Design-Builder shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver on-time was caused by DGS, the Department, delays resulting from the permitting or zoning process, or an event of Force Majeure.
- d) If the Design-Builder achieves Final Completion of the Project as stated in **Section 1.5**, the Design-Build Fee and the final amount due to the Design-Builder (inclusive of the Preconstruction Fee, the Design Fee, 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 Builder shall earn Twenty Five percent (25%) of the At Risk Portion (i.e. 7.5% 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-Builder shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver within the (103%)

cost goal was caused by DGS, the Department, delays resulting from the permitting or zoning process, or an event of Force Majeure.

2.8 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) 3rd Party Commissioning;
- c) 3rd Party Inspections;
- d) Costs of active DPR equipment; and
- e) 3rd Party Plan Review.

2.9 Intentionally Omitted

2.10 Key Personnel; Diversion

2.10.1 Identification of Key Personnel. The Design-Builder personnel are required to have direct relevant experience on the Town Center Parks Vision Plan. In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Project Executive; (ii) the Superintendent; (iii) the Project Manager; (iv) the Assistant Project Manager; (v) Preconstruction Manager/Estimator; and (vi) Safety/Quality Assurance/Quality Control Manager. 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. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e., the percentage of time devoted to this Project), and whether the individual will be funded through the Design-Builder's fee or general conditions.

The Design-Builder will also be required to identify the design team in its proposal and their key personnel. With regard to the design team, such personnel shall include: (i) A landscape architecture firm serving as lead designer as part of its Architect/Engineering team. Landscape architecture firm shall be the design principal-in-charge; (ii) the project designer; (iii) the project architect; (iv) the civil engineer; (v) the key Mechanical, Electrical and Plumbing (MEP) engineers and (vi) the key structural engineers. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department's Contracting Officer approves the proposed reassignment and the proposed replacement.

2.10.2 Key Personnel Replacement Disincentive Cost.

All members of the Design-Builder's Key Personnel shall be subject to replacement fees for their removal or reassignment by the Design-Builder. In each instance where the Design-Builder removes or reassigns one of the key personnel as being subject to replacement fees (but excluding instances where such personnel becomes unavailable due to death, termination of employment or disability) without the prior written consent of the Department's Contracting Officer, the Design-Builder shall owe to the Department the sum of Twenty Five Thousand dollars (\$25,000) for each replacement, as a replacement fee and not as a penalty, to reimburse the Department for its administrative costs arising from the Design Builder's failure to provide the Key Personnel. The foregoing replacement fee amount shall not bar recovery of any other damages, costs, or expenses other than the Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, to 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. In the event the Department exercises the right to remove, to replace or to reduce the scope of services of the Design-Builder, the Department shall have the right to enforce the terms of the Agreement and to keep in place those members of the Design-Builder's team not removed or replaced and the remaining members shall complete the services required under the Agreement in conjunction with the new members of the Design-Builder's team approved by the Department.

2.11 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.

2.12 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.

2.13 Davis-Bacon Act

The Davis-Bacon Act as stated in **Attachment E** is applicable to this Project. As such, the Design-Builder and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. At such time as the Design-Builder is preparing its GMP, the Design-Builder shall include the current Davis-Bacon wage rates in its GMP.

2.14 Time is of the Essence

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) Past Performance, Relevant Experience & Capabilities of the Builder (**10 points**).
- b) Key Personnel of the Builder (**10 points**).
- c) Past Performance, 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) Certified Business Enterprise (“CBE”) Preference (up to **12 points**).

3.1 Evaluation Process

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

3.2 Evaluation Committee

Each Offeror’s Proposal 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 responsive and responsible Offeror(s) whose Proposal(s) are determined by the source selection official to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 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 and contract award may be made without discussion. However, the Department 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 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

if applicable 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 responsive and responsible Offeror found to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03 and not necessarily the Offeror(s) with the highest evaluated score.

3.4.1 Past Performance, 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 on the basis of: (i) construction and renovation projects in an urban setting; (ii) construction and renovation of recreation center facilities; (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.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

3.4.2 Key Personnel of the Design-Builder (10 points)

The Department desires that the Design-Builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Project executive; (ii) the Superintendent; (iii) the Project Manager; (iv) the Assistant Project Manager; (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. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e., the percentage of time devoted to this Project).

3.4.3 Past Performance, 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 Architect/Engineer will be evaluated on the basis of: (i) the design of projects in an urban setting; (ii) design of recreation center facilities for ADA upgrades; (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.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

3.4.4 Key Personnel of the Design-Builder's 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) With regard to the design team, such personnel shall include: A landscape architecture firm serving as lead designer as part of its Architect/Engineering team. Landscape architecture firm shall be the design principal-in-charge; the design principal-in-charge; (ii) the project designer; (iii) the project architect; (iv) the civil engineer; (v) the key Mechanical, Electrical and Plumbing (MEP) engineers; and (vi) 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 submit with their Proposals the following fee components: (i) a Design Fee; (ii) a Design-Build Fee; and (iii) a General Conditions Cost. The Design-Build Fee will be a fixed fee and should cover the cost of the Design-Builder's overhead and profit; the Design Fee 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 Small Business Enterprise (“SBE”)/Certified Business Enterprise (“CBE”) as outlined in **Part 4** of this RFP.

3.4.8. The Technical Rating Scale is as follows:

0	UNACCEPTABLE	Fails to Meet Minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	POOR	Marginally meets minimum requirements; major deficiencies
2	MINIMALLY ACCEPTABLE	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	ACCEPTABLE	Meets requirements and exceeds some requirements; no deficiencies.
4	GOOD	Meets requirements and exceeds some requirements; no deficiencies.
5	EXCELLENT	Exceeds most, if not all requirements; no deficiencies.

3.4.9 Preliminary Project Schedule

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

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 a small business enterprise.
- b) Five (5) preference points shall be awarded if the Offeror is certified as having 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. A certified business enterprise shall be entitled to any or all of the preferences provided in this section, but in no case shall a certified business enterprise be entitled to a preference of more than 12 points or a reduction in price of more than 12 percent.

4.1 Preferences for Certified Joint Ventures

- a) A certified Joint Venture will receive preferences as determined by the Department of Small and Local Business Development (“DSLBD”) in accordance with D.C. Official Code § 2-218.39a (h).
- b) A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.
- c) Any vendor seeking certification in order to receive preferences under this RFP should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington, DC 20001
(202) 727-3900

- d) All Offerors are encouraged to contact DSLBD if additional information is required on certification procedures and requirements.

4.2 Subcontracting Plan

An Offeror responding to this RFP that 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 I**.

4.2.1 Mandatory Subcontracting Requirements

The Contractor shall comply with the terms of the mandatory subcontracting requirements as follows:

4.2.1.1. Unless the Director of the DSLBD has approved a waiver in writing in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises ("SBEs").

4.2.1.2. If there are insufficient SBEs to completely fulfill the requirement of **Section 4.2.1.1** above, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises ("CBEs"); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

4.2.1.3. A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of **subsections 4.2.1.1 and 4.2.1.2 above**.

4.2.1.4. Except as otherwise provided in D.C. Official Code § 2-218.46, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% 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 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2- 218.63.

4.2.1.5. If the prime contractor is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture 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. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

4.2.1.6. Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

4.2.1.7. A prime contractor that is a CBE and has been granted a proposal 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 contract is \$1 million or less.

4.2.2 Subcontracting Plan Requirements

The Subcontracting Plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

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 Design-Builder will pay each subcontractor.

4.2.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, City Administrator (“CA”), District of Columbia Auditor and the Director of DSLBD.

4.2.4 Subcontracting Plan Compliance Reporting

- a) The Design-Builder has a subcontracting plan required by law for this Agreement; the Design-Builder shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 1. The price that the Design-Builder 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 Design-Builder under the subcontract; and

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 DSLBD, the Design-Builder shall meet annually with the CO, CA”, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

4.2.6 DSLBD Notices

The Design-Builder shall provide written notice to the DSLBD 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. A Design-Builder shall be deemed to have breached a subcontracting plan required by law, if the Design-Builder: (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.
- b. A Design-Builder 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.
- c. If the CO determines the Design-Builder’s failure to be a material breach of the Agreement, the CO shall have cause to terminate the Agreement under the default provisions in the Standard Contract Provisions for Construction Contracts (**Attachment G**) and the Standard Contract Provisions for Architectural and Engineering Contracts (**Attachment H**).
- d. Neither the Prime Contractor nor its subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the Design-Builder developing a plan that is, in the Department’s sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

1.2.8 Economic Inclusion Reporting Requirements

- a. and apprentices that will be assigned to the Agreement, the date they were hired, and whether or not they live in the District of Columbia.
- b. The Design-Builder and its constituent entities shall comply with subchapter X of Chapter II Title 2, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto, and the rules and regulations promulgated thereunder. The Design-Builder and

all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services (“DOES”) prior to beginning work at the Project site.

- c. The Design-Builder shall maintain detailed records relating to the general hiring of the District of Columbia and community residents.
- d. The Design-Builder shall be responsible for: (i) including the provisions of **Section 4.2.2** in all subcontracts; (ii) collecting the information required in **Section 4.2.2** from its Subcontractors; and (iii) providing the information collected from its Subcontractors in the reports required to be submitted by the Design-Builder pursuant to **Section 4.2.2**.
- e. Service Contract Act Provision. The Design-Builder agrees that the work performed under this Agreement shall be subject to the Service Contract Act Wage Determination in effect at the time this agreement is executed by the Department. As such, the Design-Builder and its subcontractors shall comply with the service contract reporting requirements imposed by the act as set forth in **Attachment T**.

4.2.9 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.

4.2.10 Apprenticeship Act

The District of Columbia Apprenticeship Act of 1946, D.C. Official Code §§ 32-1401 *et seq.* (“Act”), as amended, may 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 Act, D.C. Apprenticeship Council Rules and Regulations, as well as any federal requirements, shall be implemented. The Design-Builder shall be liable for any subcontractor non-compliance.

4.2.11. SBE Subcontractor information

The full SBE subcontracting plan is not required to be submitted by the Design-Builder for pre-construction 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. The Design-Builder shall submit the full SBE subcontracting plan to include:

- (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;
- (d) The price to be paid by the Design-Builder to each subcontractor; and
- (e) Meet the subcontracting requirements as further described in **Section 4.2.1** of this RFP

5.3 Equal Employment Opportunity and Hiring of District Residents.

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, “on compliance with Equal Opportunity Requirements in District government contracts,” A contract award cannot be made to any contractor who has not satisfied the Equal Employment Requirements. The Contractor shall comply with applicable laws, regulations and special requirements of the contract regarding equal employment opportunity and affirmative action programs. The forms for completion of the Equal Employment Opportunity Information Report are incorporated as **Attachment R**.

PART 5 - PROPOSAL ORGANIZATION AND PROPOSAL

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 Proposal Identification

Proposals will be submitted electronically and shall be titled “**Proposal for Design Build Services for Southwest Town Center - DCAM-23-CS-RFP-0002**.”

Proposals should be submitted through the DGS web portal using the below link.

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

5.2 Intentionally Omitted

5.3 Date and Time for Receiving Proposals

Proposals shall be received electronically as identified in **Section 5.1** of this RFP no later than **2:00 P.M. on February 10, 2023**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

5.4 Proposal Size, Organization and Offeror Qualifications

The Department is interested in a qualitative approach to presentation material. Brief, clear, and concise material is more desirable than quantity. The Proposal shall be organized as follows:

5.4.1 Past Performance, Relevant Experience and Capabilities

Past Performance, Relevant Experience & Capabilities should contain the information requested in **Section 3.4.1** and **Section 3.4.3** of the RFP. In addition, the Offeror shall provide the following:

- a) Detailed descriptions of no more than five (5) 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**.

5.4.2 Project Management Plan and Schedule

The Project Management Plan should contain the information requested in **Section 3.4.5** of the RFP.

5.4.3 Price Proposal

The Price Proposal shall be organized as follows:

- a) **Offer Letter.** Each Offeror shall submit an offer letter form in the format 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**.
- e) **SBE Subcontracting Plan.** Each Offeror must submit an SBE Subcontracting Plan substantially in the form of **Attachment I**.

- f) First Source Agreement and Employment Plan.** Each Offeror must submit a First Source Agreement and Employment Plan substantially in the form of **Attachment J.**
- g) Conflict of Interest Disclosure Form.** Each Offeror shall submit a conflict of interest disclosure statement substantially in the form of **Attachment P.**
- h) Equal Employment Opportunity Policy Form.** Each Offeror shall submit an EEO policy form substantially in the form of **Attachment R.**
- i) Certification to Furnish Performance & Payment Bond.** Each Offeror shall submit a certification to furnish a performance & payment bond substantially in the form of **Attachment S.**
- j) Certificate of Clean Hands.**
- k) A copy of business license.**

PART 6 –PROCEDURES & PROTESTS

6.0 Contact Person

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

6.1 Preproposal Conference Call

A pre-proposal conference will be held on **January 18, 2023, at 10:15 am**. The conference will be held via Teams click below:

[Click here to join the meeting](#)

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 Proposal. 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 Proposals 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 through the DGS web portal no later than the **4:00 p.m., on January 30, 2023**. The person making the request shall be responsible for prompt delivery.

6.3 Protests

Protests shall be governed by D.C. Official 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 most advantageous in terms of technical merit and other factors. 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 Proposals

All Proposals shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the Proposals 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 Proposals

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 Proposals

- a) Any Proposal or BAFO received as described in **Section 5.3** after the time specified in **Section 5.3** shall not be considered.
- b) Any modification of a Proposal, including a modification resulting from the CCO's requests for BAFOs, is subject to the same conditions as in **Section 6.7 (a)** stated above.
- c) Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful Proposal which makes its terms more favorable to the Department may be considered at any time as received and may be accepted.
- d) Proposals shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Proposals.

6.8 No Compensation for Preparation of Proposals

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

6.9 Rejection of Proposals

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 Proposals.
- b) To reject Proposals that fail to prove the Offeror's responsibility.

- c) To reject Proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the Proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- d) To waive minor irregularities in any Proposal 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 Proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal or this RFP.
- g) To reject Proposal that indicates a lack of understanding of any aspect of the Project.
- h) To reject Proposals that are too costly, financially or otherwise, to the Department relative to other Proposals and the Project budget.
- i) To reject Proposals 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 BAFO.
- j) To reject Proposals 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 contracting officers.

6.11 Non-Responsive Proposals

6.11.1 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**.

6.11.2 Exceptions. The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions.

6.11.3 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 Form of Contract (“Form of Contract”) is attached to the RFP as **Attachment M**. The Standard Contract Provisions are attached hereto as **Attachments G and H**. Offerors should carefully review the 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 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, if applicable, and subsequently, the Agreement.

PART 8 - INSURANCE REQUIREMENTS

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor 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. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) 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 Contractor 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 Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's 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 Contractor's 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 Contractor or its subcontractors, or anyone

for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor 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 Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - The Contractor 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 Contractor, 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 \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.

The contractor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

DGS should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor 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 Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy

3. Workers' Compensation Insurance - The Contractor 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 Contractor 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 paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to the CO - Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation

and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
7. Installation-Floater Insurance - For projects not involving structural alterations, the contractor shall provide an installation floater policy with a limit equal to the Property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
8. Professional Liability Insurance (Errors & Omissions) - The Contractor 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 \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor 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. Limits may not be shared with other lines of coverage.
9. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared

with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review.

10. Commercial Umbrella or Excess Liability - The Contractor 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 Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/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.

C. 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.

D. DURATION. The Contractor 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.

E. 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 contractor's liability under this contract.

F. CONTRACTOR'S PROPERTY. Contractor 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.

G. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

H. NOTIFICATION. The Contractor 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 Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- I. **CERTIFICATES OF INSURANCE.** The Contractor 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:

Eric Njonjo/Department of General Services
1250 U Street NW, 2nd Floor
Washington, DC 20009
(202) 644-6473
Eric.njonjo@dc.gov

The CO may request and the Contractor 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 Contractor 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).

- J. **DISCLOSURE OF INFORMATION.** The Contractor 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 Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- K. **CARRIER RATINGS.** All Contractor'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 price proposal, 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. 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 O** and return, notarized, with the Offeror's Proposal.

9.1 Trade Subcontractor Bonds

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

9.2 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by **Section 9.1**, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the GMP or Not-to-Exceed value established at the time the Agreement is executed. The Design-Builder will be required to post updated payment and performance bonds to reflect the GMP Amendment amount.

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 P**).

10.1 CAMPAIGN FINANCE REFORM ACT

The Contractor agrees to comply with the Campaign Finance Reform Act certification requirement pursuant to D.C. Official Code § 1-1161.01 and will satisfy all self-certification requirements prior to the execution of any task order, as applicable.

10.2 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

10.2.1 The Contractor is required to comply with Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

10.2.2 The Contractor is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

10.3 Definitions

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

10.4 Abbreviations

The following are abbreviations used throughout this RFP:

CPM	Critical Path Method
GMP	Guaranteed Maximum Price
LEED	Leadership in Energy & Environmental Design
NTP	Notice to Proceed
RFP	Request for Proposals
OP	Office of Planning
CO	Contracting Officer

CCO	Chief Contracting Officer
CA	Contract Administrator
CFA	Commission of Fine Arts
COTR	Contracting Officer's Technical Representative
DPR	District of Columbia Department of Parks and Recreation
CBE	Certified Business Enterprise
SBE	Small Business Enterprises
SD	Schematic Design
CD	Construction Document
DOEE	Department of Energy and Environment
DOB	Department of Buildings
DDOT	District Department of Transportation

PART 11 - ATTACHMENTS