



**D.C. DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS**

**DESIGN-BUILD SERVICES  
BALLOU SENIOR HIGH SCHOOL  
ATHLETIC FIELDS & SITE IMPROVEMENTS**

**December 22, 2015**

**Proposal Due Date:** January 15, 2016 by 2:00 p.m.

**Preproposal Conference:** January 5, 2016 at 11:30 a.m.

*to be held at:*

**DGS Capital Construction Division  
4<sup>th</sup> Floor, Capitol Hill Conference Room  
1250 U Street, NW  
Washington, DC 20009**

**Contact:** Thomas D. Bridenbaugh  
Leftwich, LLC  
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Suite 1000  
Washington, D.C. 20005  
Phone: (202) 434-9100

**Solicitation Number:** DCAM-16-CS-0066

## **Executive Summary**

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals to engage a design-builder to construct athletic fields and site improvements at Ballou Senior High School. The new Ballou Senior High School was constructed at 3401 4<sup>th</sup> Street, SE, Washington, DC 20032, during 2013 to 2015; the design for the new campus contemplated the demolition of the existing school building and construction of a large athletic complex in that location. The drawings of both the new Ballou SHS building and the athletic complex as approved by DCRA are attached hereto as **Attachment B** (the “Design Documents”). Included as **Attachment A** is a site plan that delineates the work that is included in the scope of this solicitation (i.e. the area identified as Phase 2 on the site plan) as well as a general scope of work.

The athletic complex will be at a lower elevation than the existing building. The existing building has been demolished, most of the excavation work has been completed, and some stormwater structures have been set and tied-in. Through this solicitation the Department seeks a design-builder to complete any and all additional work necessary to implement the intent of the Design Documents, including any design and engineering services necessary to confirm that the design documents will deliver a fully complete and fully functioning facility no later than August 1, 2016 (the “Project”).

### **A.1. Project Delivery Method**

The Department intends to implement the Project through a modified design-build approach. The Design-Builder’s scope of work will be divided into two phases: (i) the Preconstruction Phase; and (ii) the Construction Phase.

During the Preconstruction Phase, the Design-Builder shall:

- a) review the drawings for accuracy, completeness and constructability;
- b) undertake any additional design and engineering necessary to confirm whether the Design Documents will deliver a fully complete and fully functioning Project and if necessary, and to address any deficiencies in order to deliver a fully complete and fully functioning Project;
- c) verify in the field work that has already been completed; and
- d) prepare and submit to the Department submittals and shop drawings, as required.

During the Construction Phase, the Design-Builder shall complete all work necessary to implement the work outlined in the Design Documents, including any work reasonably inferable therefrom or necessary to deliver a fully functioning Project. The Design-Builder shall provide all labor, materials, supervision, design services and other services as may be necessary to accomplish this task no later than August 1, 2016.

### **A.2 Compensation**

As will be more fully described in the Form of Contract, this will be a cost plus a fixed fee with a guaranteed maximum price type contract. Offerors will be required to submit with their

proposals the following: (i) a Preconstruction Fee; (ii) a Design-Build Fee; (iii) a Design Fee; and (iv) a Guaranteed Maximum Price. The Preconstruction Fee will be a fixed fee and should include the costs of all preconstruction phase efforts other than design and engineering. The Design-Build Fee will also be a fixed fee and should include the costs of the Offeror's overhead, profit and general conditions cost (as defined in the Form of Contract) associated with the Project. The cost of design and engineering services shall be reimbursed at cost subject to a cap equal to the Design Fee; the Design Fee will be a line item guarantee for design and engineering services. The Guarantee Maximum Price represents that the total maximum cost to be paid by the Department for the Design-Builder's complete performance, including, but not limited to, Final Completion of all Work, all services of the Design-Builder, and all fees, compensation and reimbursements to the Design-Builder. All of these price components should be submitted in an Offer Letter in substantially the form of **Attachment C** on the Offeror's letterhead. Please note that a schedule of values, in the form included with **Attachment C**, breaking down the proposed GMP should also be submitted with the Offer Letter.

### **A.3 Form of Contract**

The Form of Contract will be issued by Amendment to this RFP. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. **A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.**

### **A.4 Incentives for On-time; On-Budget Completion & Meeting Workforce Goals**

In the event the Project is both (i) substantially complete no later than August 1, 2016; and (ii) delivered for less than the GMP as initially established plus \$400,000, the Design-Builder's Fee will be increased by Ten Percent (10%). If these goals are not met, the Design-Builder's Fee will be reduced by Ten Percent (10%). In addition, if the Design-Builder meets the Workforce Utilization Requirement discussed in **Section A.5** below, the Design-Builder's Fee will be increased by Five Percent (5%). In determining whether these goals have been met, the decision will be made irrespective of fault and regardless of whether the cause for failing to achieve these goals was within the Design-Builder's control.

### **A.5 Economic Inclusion**

The Department requires that Local, Small and Disadvantaged Business Enterprises ("LSDBEs") participate in this project to the greatest extent possible and desires that such businesses perform at least Fifty Percent (50%) of the Contract Work under this procurement. At least Thirty Five Percent (35%) of the Contract Work must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development, and Twenty Percent (20%) of the Contract Work to entities that are certified as Disadvantaged Business Enterprises. The Department will also require that the selected design-

builder and all of its subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services. Please see **Part C** of this RFP for additional information. In addition to LSDBE participation and statutory First Source Requirements as described above, the Department requires that District residents participate in the Project to the greatest extent possible. Offerors shall submit with their proposals a Workforce Utilization Plan outlining how they intend to increase participation by DC residents in the performance of the work on this Project.

#### **A.6 Selection Criteria**

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Experience & References (15 points)
- Key Personnel (20 points)
- Project Management Plan (15 points)
- Preliminary Project Schedule (10 points)
- Cost (25 points)
- LSDBE Compliance/Utilization (10 points)
- Workforce Utilization Plan (5 points)

#### **A.7 Procurement Schedule**

The schedule for this procurement is as follows:

- |   |                                 |
|---|---------------------------------|
| • Issue RFP                             | - December 22, 2015             |
| • Pre-proposal Conference               | - January 5, 2016 at 11:30 a.m. |
| • Site Visit                            | - January 6, 2016 at 10:00 a.m. |
| • Last Day for Questions/Clarifications | - January 8, 2016               |
| • Proposals Due                         | - January 15, 2016 by 2:00 p.m. |
| • Notice of Award                       | - February 5, 2016              |

#### **A.8 Project Schedule**

- |   |                                  |
|---|----------------------------------|
| • NTP for Design and Preconstruction                    | - week of February 8, 2016       |
| • Submit Report of Field Verification of Completed Work | - 5 days from notice to proceed  |
| • Finalize Adjustments for Completed Work               | - 10 days from notice to proceed |
| • Council Approval of Definitized Contract              | - March 2016                     |
| • Substantial Completion                                | - August 1, 2016                 |

## **A.9 Attachments**

**Attachment A**

**Attachment B**

**Attachment C**

**Attachment D**

**Attachment E**

**Attachment F**

**Attachment G**

**Attachment H**

- Site Plan & General Scope of Work
- Design Documents
- Additional Information
- Form of Offer Letter
- Disclosure Statement
- Tax Affidavit
- Davis-Bacon Wage Rates
- Bid Guarantee Certification

## **SECTION B           SCOPE OF WORK**

### **B.1     Scope of Work**

In general, the new athletic complex at Ballou SHS will include:

- (i) an artificial turf, competition field for football, soccer and lacrosse with improvements for track and field events;
- (ii) a 400-meter, 8-lane running track;
- (iii) bleacher seating for 1600 spectators (1200 home and 400 visitors);
- (iv) a press box, a scoreboard and ticket booths;
- (v) an artificial turf practice field;
- (vi) two parking lots, including two loading docks;
- (vii) sports and security lighting;
- (viii) replacement of public sidewalks and restoration of curbs and gutters around the perimeter of athletic complex;
- (ix) power, IT, data, wireless internet connections for the press box, practice field, competition field and parking lot;
- (x) utility vehicle access road;
- (xi) security fencing and field spectator fencing;
- (xii) nine frost-proof watering sources (2 water sources on the competition field and 1 water source in the steeplechase area; 2 wall mounted water fountains on the north face of the building; 2 freestanding water fountains for home team spectators; 2 freestanding water fountains for visiting team spectators);
- (xiii) landscaping; and
- (xiv) site access, including ADA-access.

The Design-Builder shall be required (i) to undertake any additional design and engineering necessary to confirm whether the Design Documents will deliver a fully complete and fully functioning Project and if necessary, to address any deficiencies in order to deliver a fully complete and fully functioning Project; and (ii) to complete all work necessary to implement the work outlined in the Design Documents, including any work reasonably inferable therefrom or necessary to deliver a fully funding Project no later than August 1, 2016. The Design-Builder shall provide all labor, materials, supervision, design services and other services as may be necessary to implement the Project.

### **B.2     Design Documents**

The DCRA approved Design Document are included as **Attachment B**. In addition to the Design Documents (attached as **Attachment B**) and the site plan delineating the work to be included in the scope of the Project (attached as **Attachment A**), the following documents are also included as **Attachment C**:

- Ballou Plat
- WASA Approved Permit Drawings
- DOEE Approved Permit Drawings

- Specifications (Volumes 1 through 3)
  - Please note that artificial turf specifications included are Basis of Design. Offerors may submit requests for approval of alternate equivalent systems.
- Running Track Drawings, including specifications for track system and markings;
- Artificial Turf Field Layouts
- Electrical Drawings and Basis of Design Lighting Specifications
  - Please note that lighting systems specifications are Basis of Design. Offerors may submit requests for approval of alternate equivalent systems.
- Box Fire Hydrants Specifications and Cut Sheets (for use as competition field and steeplechase water sources)
- Wireless Access Equipment Specifications and Layout
- Field Reports regarding soil sampling, pipe insulation
- Geotechnical report and amendment

### **B.3 Existing Conditions**

As noted above, some of the work in furtherance of the athletic complex has been completed.

#### **B.3.1 Excavation**

A portion of the excavation work has been completed. Within five (5) days of notice to proceed, the Design-Builder shall verify in the field the extent of the excavation work that remains and submit to the Department a report documenting the existing work. Within five (5) days thereof, the Department and the Design-Builder shall negotiate an equitable adjustment for the difference in the quantity of excavation remaining. Offerors should include in their GMP their estimate as to the remaining quantity of excavation and should note the assumed quantity on the GMP breakdown form. In addition, Offerors should quote unit rates for (i) excavation and removal of a cubic yard of soil/materials (including hauling off, if necessary); and (ii) disposal of a ton of contaminated soil/materials.

#### **B.3.2 Asbestos Containing Pipe Insulation**

During the course of the excavation, a 12-inch diameter pipe was discovered; the 12-inch pipe contains two smaller 4-inch pipes, all of which are believed to run from the boiler room of the old school to the former free-standing shop building. The void on the interior of the 12-inch pipe is insulated with a white/light gray fibrous material. This material was found to be asbestos containing (See **Attachment C** – Field Reports / Pipe Insulation). The presumed location is marked on the drawing included and is estimated to be approximately 300 linear feet. Offerors should quote a unit rate for the abatement of a linear foot of such piping. To the extent the location or length of the piping deviates from that shown, the unit rate will serve as the basis for adjustment.

#### **B.3.3 Concrete**

Some concrete has been poured in the southeast corner of the work area, however, the concrete is cracking. The scope of work includes removal and re-pouring of the cracked concrete as well as

any corrective measures required to address underlying causes of cracking. In addition, some of the stormwater structures have been set and tied-in; the extent of the work related to the stormwater management structures is unknown. Offerors should include in their price the costs of all of the stormwater management work. Within five (5) days of notice to proceed, the Design-Builder shall verify in the field the extent of the work performed and submit to the Department a report documenting the existing work. Within five (5) days thereof, the Department and the Design-Builder shall negotiate a credit for the stormwater management work already in place.

#### **B.4 Preconstruction Phase**

During the Preconstruction Phase, the Design-Builder shall (i) review the drawings for accuracy, completeness and constructability; (ii) undertake any additional design and engineering necessary to confirm whether the Design Documents will deliver a fully complete and fully functioning Project and if necessary, and to address any deficiencies in order to deliver a fully complete and fully functioning Project; (iii) verify in the field work that has already been completed; and (iv) prepare and submit to the Department submittals and shop drawings, as required.

##### **B.4.1 Design Verification**

The Design-Builder shall review the Design Documents to confirm whether the Design Documents will deliver a fully complete and fully functioning Project and if necessary, and to address any deficiencies in order to deliver a fully complete and fully functioning Project. Among others, specific areas to be confirmed are (i) appropriate drainage; (ii) site elevations; (iii) retaining wall locations and design; (iv) access pathways and ADA compliance; and (v) electrical design.

##### **B.4.1.1 Retaining Walls**

The Design Documents currently contemplate a single retaining wall between the competition field and the practice field. During the Preconstruction Phase, the Design-Builder shall confirm that the retaining wall as designed will provide sufficient lateral support. Offerors may provide an alternate for constructing two terraced retaining walls rather than a single retaining wall with their proposal.

In addition, during the Preconstruction Phase, the Design-Builder shall determine what if any lateral supports are required at the northwest corner of the competition field. Offeror should provide an add/alternate price for constructing what would be required for this wall if it is determined to be necessary. Offeror should also provide a description of what is included in such add/alternate price.

#### **B.4. Utility Vehicle Access Road**

The Design Documents do not currently show a utility vehicle access road. A path for access between the competition (lower) field and the practice (upper) field by a utility vehicle is

required. The Design-Builder will be required to perform the required design work and to construct such a pathway as part of the Project.

## **B.5 Construction Phase**

During the Construction Phase, the Design-Builder shall carry out such activities as are necessary to complete the work. The Design-Builder shall be responsible for providing all of the construction services, hazardous material abatement, supervision, labor, materials, design services and other services necessary to fully complete the Project.

### **B.5.1 Management Services**

In order to properly manage the Project, the Design-Builder shall be required to undertake the tasks listed in the sections below.

#### **B.5.1.1 Project Management**

- Utilize Prolog for the submission of: (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 the Department.
- Participate and assist in Project/Planning meetings, during all phases and provide a Project Manager for the entire duration of the Project. Generating and distributing meeting minutes for all such meetings.
- Participation in school improvement team and community meetings.
- Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades and drafting and submitting meeting minutes for same.
- Provide a written monthly report that includes (i) an updated schedule analysis, (ii) an updated cost report, (iii) a monthly review of cash flow, and (iv) progress photos.
- Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
- Prepare payment requests, verify accuracy and forward for approval and payment.
- Assemble and submit close-out documents required.
- Provide assistance to DCPS and DGS through any applicable warranty periods.

#### **B.5.1.2 On-Site Management**

- Provide and maintain a fully equipped office on-site to perform all required Design-Builder duties.
- Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

- Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.

## **B.5.2 Mobilization**

The Design-Builder will be required to undertake the tasks described below.

**B.5.2.1** Take control of the site and install the necessary construction fences and other devices to properly secure the site. It is anticipated that this will occur when the Construction Phase begins. The Design-Builder's storage/laydown area will be limited to the work area.

**B.5.2.2** Abate hazardous materials, in accordance with EPA and all jurisdictional agencies.

**B.5.2.3** The Design-Builder shall be responsible for salvaging and storing all items as identified by the Department.

**B.5.2.5** The Design-Builder shall be responsible for all performance and payment bonds and general liability insurance.

## **B.5.3 Trade Work; Subcontracts**

It is contemplated that all or nearly all of the work will be performed by trade subcontractors under written subcontracts to the Design-Builder. The Design-Builder will not be permitted to self-perform work unless authorized pursuant to the Form of Contract.

## **B.5.4 Site Safety and Clean-up**

**B.5.4.1** The Design-Builder will be required to provide a safe and efficient site. Controlled access shall be required.

**B.5.4.2** The Design-Builder shall be required to provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the project site.

**B.5.4.3** The Design-Builder shall be responsible for site security.

**B.5.4.4** The Design-Builder shall be responsible for removing the balance of construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority.

**B.5.4.5** The Design-Builder shall be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The Design-Builder shall also be responsible for the cost of all temporary construction necessary on the site.

## **B.6 Close-out**

The Design-Builder shall be required to prepare and submit at close-out a complete set of product manuals, warranties, etc. The Design-Builder shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings, etc. at close out so as to assist the Department in operating the site.

## **B.7 Key Personnel**

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include the following: (i) the Project Executive; (ii) the Field Superintendent; and (iii) the project manager(s). 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, and his or her level of effort (i.e. the percentage of time devoted to this project).

## **B.8 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 contract. 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.

## **B.9 Conformance with Laws**

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

## **B.10 Davis-Bacon Act**

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

## **B.11 Apprenticeship Act**

The Apprenticeship Act shall apply to this contract, and the Design-Builder and all of its trade subcontractors shall be required to comply with that act.

**B.12 Time of the Essence**

Time is of the essence with respect to the contract. The Project must be Substantially Complete by August 1, 2016. As such, the Design-Builder must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

## SECTION C ECONOMIC INCLUSION

### C.1 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, 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. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- 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.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

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

**Information:** For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development  
One Judiciary Square Building  
441 4th Street, NW, 9th Floor  
Washington, DC 20001  
(202) 727-3900 (Telephone Number)  
(202) 724-3786 (Facsimile Number)

## **C.2 SLDBE Participation**

The Department requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least Fifty Percent (50%) of the Contract Work under this procurement. At least Thirty Five Percent (35%) of the Contract Work must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development and Twenty Percent (20%) of the Contract Work to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

## **C.3 Residency Hiring Requirements for Contractors and Subcontractors**

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

- (i) At least 20% of journey worker hours by trade shall be performed by District residents;
- (ii) At least 60% of apprentice hours by trade shall be performed by District residents;
- (iii) At least 51% of the skilled laborer hours by trade shall be performed by District residents; and
- (iv) At least 70% of common laborer hours shall be performed by District residents.

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 contract; (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 10<sup>th</sup> 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.

#### **C.4 Apprenticeship Act**

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that 35% of all apprenticeship hours worked must be performed by District residents. The Contractor shall be liable for any subcontractor non-compliance.

## **SECTION D EVALUATION AND AWARD CRITERIA**

### **D.1 Evaluation Process**

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

### **D.2 Evaluation Committee**

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

### **D.3 Oral Presentation**

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

#### **D.3.1 Length of Oral Presentation**

Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 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 90 minutes.

#### **D.3.2 Schedule**

The order of presentation 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.

#### **D.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 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.

### **D.3.4 Topics**

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

## **D.4 Proposal Evaluation**

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to twelve (12) preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is one hundred twelve (112). The contract will be awarded to the contractor with the highest evaluated score.

### **D.4.1 Experience & References (15 points)**

The Department desires to engage a Design-Builder with the experience necessary to realize the objectives set forth in the RFP. This component will be evaluated based on their demonstrated experience in:

- (i) in construction athletic fields and site work;
- (ii) in constructing projects in an urban setting;
- (iii) with the design-build delivery method;
- (iv) in completing projects on-time;
- (v) in completing projects on-budget;
- (vi) knowledge of, and access to, the local subcontracting market; and
- (vii) 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 fifteen (15) points.

### **D.4.2 Key Personnel (20 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 Field Superintendent; and (iii) the project manager(s). The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Please 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 during each phase of the Project (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 element of the evaluation will be worth up to twenty (20) points.

#### **D.4.3 Cost (25 points)**

Offerors will be required to bid a Preconstruction Fee, a Design-Build Fee, a Design Fee, and a Guaranteed Maximum Price. This element of the evaluation will be worth up to twenty-five (25) points.

#### **D.4.4 Management Plan (15 points)**

Offerors are required to submit with their proposal a Management Plan. The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project.

At a minimum, the plan should: (i) demonstrate an understanding of the key aspects of the project; (ii) identify the key challenges inherent in this Project and explain how they will be overcome or mitigated; (iii) describe how the Design-Builder will manage and implement the design verification task in a timely manner so as to ensure delivery in accordance with the schedule contemplated in this RFP; (iv) describe how the design verification process will be managed and implemented so as to ensure that the Project can be delivered for the available funding; and (v) outline the Design-Builder's approach to quality control during construction.

The Management Plan should also: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a skeletal schedule of the work and the phasing of construction; (iv) describe how the Design-Builder intends to address and overcome issues related to the schedule; and (v) describe the cost control management structures that will be used to ensure the Project is delivered on-budget. The Department will also consider the experience that the Contractor and its team members have working together on similar projects. This element of the evaluation is worth up to fifteen (15) points.

#### **D.4.5 Preliminary Schedule (10 points)**

Offerors should submit with their Management Plan a CPM schedule that shows the anticipated manner in which the Project will be constructed by the substantial completion date. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project, the key issues related to the Project, and workability of the schedule. This element of the evaluation is worth up to ten (10) points.

#### **D.4.6 LSDBE Compliance/Utilization (10 points)**

The Department desires the selected design-builder to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors will be evaluated in light of their demonstrated experience in meeting such goals and their proposed LSDBE Utilization Plan. This element of the evaluation will be worth up to ten (10) points.

#### **D.4.7 Workforce Utilization Plan (5 points)**

The Department desires the selected design-builder to provide the maximum level of participation by District of Columbia residents in performing the work. As part of their proposals, Offerors must provide a Workforce Utilization Plan which demonstrates how it will identify qualified District residents to perform work on the project and increase participation by District residents. This element of the evaluation will be worth up to five (5) points.

## **SECTION E PROPOSAL ORGANIZATION AND SUBMISSION**

This section 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.

### **E.1 Submission Identification**

Submissions shall be proffered in a full original proposal (pricing and technical submission); one (1) copy of the pricing proposal; and six (6) copies of the technical portion of the proposal as outlined below. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Design-Build Services for Ballou SHS Athletic Fields & Site Improvements."

### **E.2 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

DC Department of General Services  
Contracts & Procurement Division  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Attn: Jamar Spruill

### **E.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 2:00 pm local time, on January 15, 2016. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

### **E.4 Submission Size, Organization and Offeror Qualifications**

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

#### **E.4.1 Price Proposal**

##### **E.4.1.1 Offer Letter**

Each Offeror shall submit an Offer Letter in substantially the form of **Attachment D**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

#### **E.4.1.2 Disclosure Form**

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment E**.

#### **E.4.1.3 Bid Bond**

Each Offeror shall submit a bid bond or alternate bid security as required by Section J of this RFP.

#### **E.4.1.4 Tax Affidavit**

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

### **E.4.2 Technical Proposal**

#### **E.4.2.1 Executive Summary**

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

#### **E.4.2.2 General Team Information and Firm(s) Data**

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

- A.** Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B.** Firm profile(s), including:
  - i. Age
  - ii. Firm history(ies)
  - iii. Firm size(s)
  - iv. Areas of specialty/concentration
  - v. Current firm workload(s) projected over the next year
  - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

**C. Description of the team organization and personal qualifications of key staff, including:**

- i. Identification of the single point of contact for the Design-Builder.
- ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
- iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.
- iv. Experience that the key team members have working together.
- v. 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-Build Fee or general conditions.

**E.4.2.3 Relevant Experience and Capabilities**

Each Offeror should provide detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:

- (i) The name and location of the project.
- (ii) Name, address, contact person and telephone number for owner reference
- (iii) A short narrative of the scope of the contractor's work on the project.
- (iv) The delivery method implemented on the project.
- (v) The start and end dates for construction.
- (vi) 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.).
- (vii) The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
- (viii) The level of completion of design documents that the initial contract value was based on.
- (ix) The actual substantial completion date and the final contract value.

**E.4.2.4 Project Management Plan**

Each Offeror should submit a Project Management Plan that addresses the issues set forth in Section D.4.4 of this RFP.

#### **E.4.2.5 Preliminary Project Schedule**

Each Offeror should prepare a preliminary project schedule that shows how the Offeror intends to complete the project in a timely manner. The schedule should be prepared using a critical path method and should show key logic ties and activity durations. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project in a timely manner.

#### **E.4.2.6 Local Business Utilization Plan**

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In addition, each Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five (5) years and its success in achieving such goals (creativity should be displayed regarding joint-venture and subcontractor agreements).

#### **E.4.2.7 Workforce Utilization Plan**

Each Offeror must submit a Workforce Utilization Plan that describes how the Offeror will increase participation by District residents in performing the labor necessary for the Project. The plan should set forth how specifically the Offeror will implement its plan to increase participation by District residents. The Offeror shall also provide a chart, in summary form, that depicts the level of participation by District residents in past projects with the District.

## **SECTION F            BIDDING PROCEDURES & PROTESTS**

### **F.1     Contact Person**

For information regarding this RFP please contact:

Thomas D. Bridenbaugh  
Leftwich LLC  
1400 K Street, NW  
Suite 1000  
Washington, D.C. 20005  
Phone: (202) 434-9100  
Facsimile: (202) 783-3420

Any written questions or inquiries should be sent to Thomas Bridenbaugh at the address above.

### **F.2     Preproposal Conference**

A preproposal conference will be held on **January 5, 2016 at 11:30 a.m.** The conference will be held at the **Department's Capital Construction Division Offices, 1250 U Street, NW, 4<sup>th</sup> Floor, Washington, DC 20009.** Interested Offerors are strongly encouraged to attend.

### **F.3     Explanations to Prospective Offerors**

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

Requests should be directed to Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on January 8, 2016. The person making the request shall be responsible for prompt delivery.

### **F.4     Protests**

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a

protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

#### **F.5 Contract Award**

This procurement is being conducted in accordance with the provisions of Section 4713 of the Department's Procurement Regulations (27 DCMR § 4713).

#### **F.6 Retention of Submissions**

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

#### **F.7 Examination of Submissions**

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

#### **F.8 Late Submissions: Modifications**

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more

favorable to the Department may be considered at any time it is received and may be accepted.

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

#### **F.9 No Compensation for Preparation of Submissions**

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

#### **F.10 Rejection of Submissions**

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

#### **F.11 Limitation of Authority**

Only a person 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 contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

## **F.12 Non-Responsive Pricing**

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

## **SECTION G           INSURANCE REQUIREMENTS**

### **G.1     Required Insurance**

The contractor will be required to maintain the following types of insurance throughout the life of the contract.

**G.1.1** Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Design-Builder will be required to maintain this coverage in force for a period of at least three (3) years after substantial completion.

**G.1.2** Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.

**G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

**G.1.4** Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars (\$10,000,000).

**G.1.5** Builder’s risk insurance written on an “all risk” basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.

**G.1.6** Contractor’s pollution legal liability 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.

### **G.2     Additional Insureds**

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

### **G.3     Waiver of Subrogation**

All such insurance policies shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

#### **G.4 Strength of Insurer**

All insurance policies shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

## **SECTION J            BONDS**

### **J.1     Bid Bond**

Offerors are required to submit with their proposal a bid bond in the amount of five percent (5%) of the Guaranteed Maximum Price bid by the Offeror. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall thereby forfeit the full amount of the cashier's check or letter of credit, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Offeror must complete the form included as **Attachment E** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's bid submitted thereunder.

### **J.2     Trade Subcontractor Bonds**

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

### **J.3     Contractor's Payment and Performance Bond**

In addition to the trade subcontractor bonds required by Section J.2, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the GMP at the time the GMP Contract is executed.

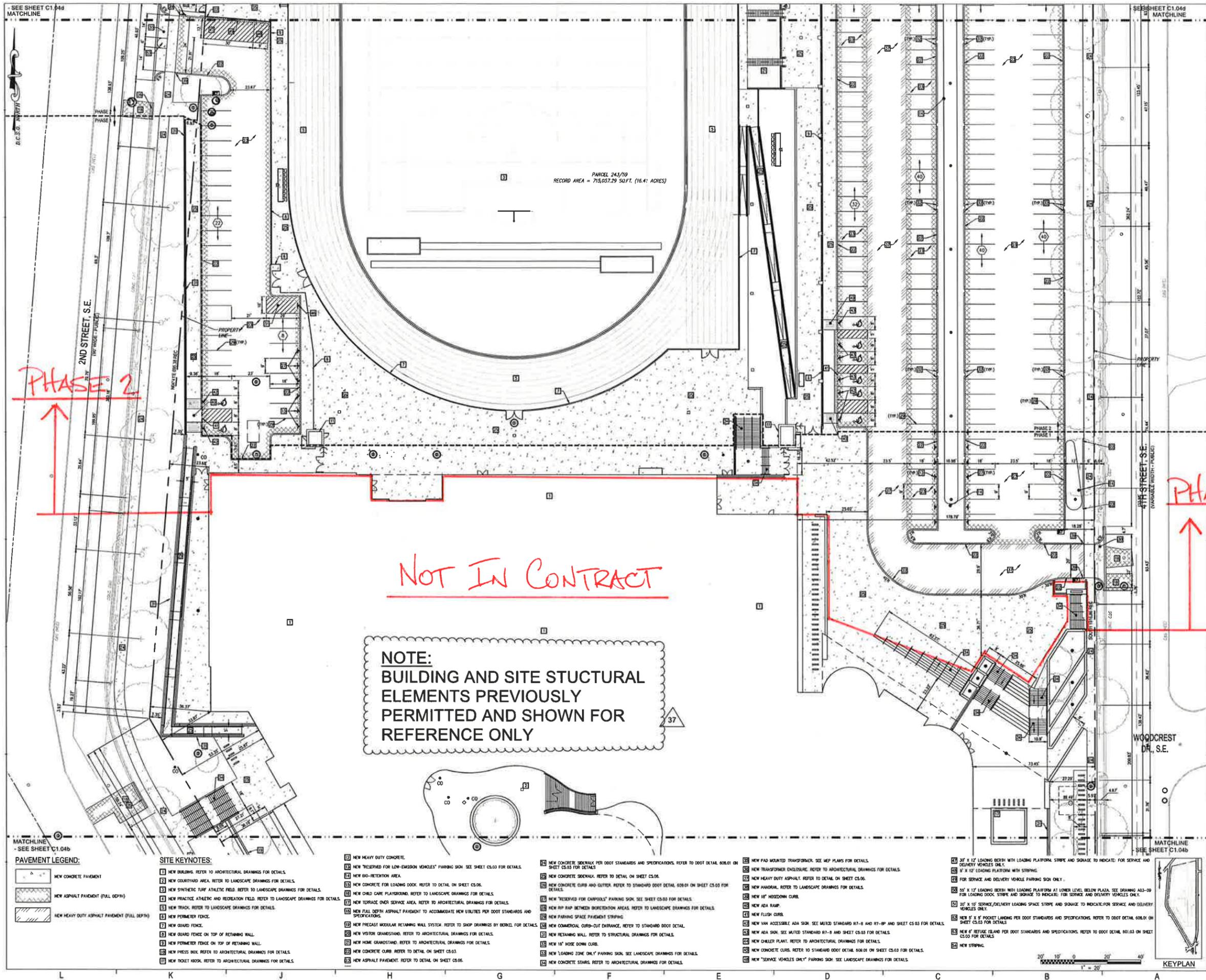
## Attachment A

### Site Plan & General Scope of Work

<b><u>Ballou HS - General Scope of Work</u></b>	
1	Synthetic Competition Athletic Field stripped for:
	Football
	Soccer
	Boys Lacrosse
	Girls Lacrosse
	End zones - Ballou & Knights logos
	School logo at midfield
2	Synthetic Band/Sports Practice Field stripped with a rectangular square
3	Track & Field Events with corresponding utilities/facilities
	8 lane 400 meter running track
	Steeplechase
	Pole Vault
	Triple Jump
	Long Jump
	Shot Putt
	Hammer Throw
	Discus Throw
4	Athletic field scoreboard
5	Athletic field equipment/specialties for:
	Football
	Soccer
	Boys Lacrosse
	Girls Lacrosse
	Track & Field events
6	Bleachers for 1600 spectators - 1200 Home/400 Visitors
7	Sports/security lighting for both fields, parking lots & adjacent areas
8	Power/IT/Data/Wireless connections at the field, press box, stadium and parking areas
9	160 & 30 space asphalt parking lots
10	Loading area for commercial vehicles
11	Utility vehicle access from the competition field to the practice field
12	Replacement of public space sidewalks and restoration of curb and gutters surrounding the athletic fields
13	Press box subdivided into three compartments with power/data and HVAC
14	Site security & Field spectator fencing
15	Ticket Booths

16	Multiple field watering sources
17	Landscaping
18	Site access and ADA accessible pathways
19	Fire Alarm system must be EST

Site Plan follows this page.



**bowie|gridley PERKINS+ WILL**  
architects joint venture

1010 Wisconsin Avenue, NW  
Suite 400, Washington, DC 20007  
T 202.337.0868 | F 202.337.3300  
bg@bowiegridley.com | bowiegridley.com



**Whole Building  
& Site Permit  
4/18/2014**

No.	Issue/Addendum/Revision	Date
	Permit comments responses	7/23/14
	Whole Building & Site Permit	4/18/14
	Superstructure Permit	3/20/14
	Whole Building & Site Permit	1/9/14
26	ASI 022	10/25/13
	Whole Building & Site Permit	10/4/13
	Whole Building & Site Permit	7/22/13
	Superstructure Permit	7/16/13
18	100% CDs	6/28/13
16	ASI 012	6/14/13
	Whole Building & Site Permit	5/31/13
	Phase 1 Fdn to Grade Permit	5/29/13
	Superstructure Permit	5/3/13
2	ASI 001	3/29/13
	Fdn ABEF, Ret Wall 3.4.CDE, Steel AB, Acad Wing Grading CDs	3/21/13
1	Phase 1 Fdn to Grade Permit Revisions	3/21/13
	Add. 3 to 100% DD/GMP	3/15/13
	Foundation to Grade Permit	1/28/13
	100% DD/GMP	1/28/13
	No. Issue/Addendum/Revision	Date

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**Ballou High School**

3401 4th St. SE  
Washington, DC 20032

Project # 12012

**SITE PLAN**

ASAP  
3/16/14

C1.04c

ALL RIGHTS RESERVED. THE DISTRICT OF COLUMBIA  
GOVERNMENT AND THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES  
INSPECTION WILL BE MADE UNDER APPROVED  
PLANS AND SPECIFICATIONS.

## **Attachment B**

### Design Documents

The Design Documents are accessible through the following link:

<https://leftwichlaw.box.com/s/vzan6l9jhnfyf8uxll3tykmtg9dnk174>

## **Attachment C**

### Additional Information

The following additional information is accessible through the link below:

1. Field Reports, including Asbestos-Containing Pipe Insulation Reports and Location
2. Specification Manuals
3. Running Track Specifications
4. Geotechnical Report and Amendment
5. Plat of Site
6. WASA Approved Drawings
7. DDOR Approved Drawings
8. Box Hydrant Specifications
9. Competition Field Layout
10. Wireless Package
11. Electrical Drawings including sports lighting and other lighting submittals

Access Link: <https://leftwichlaw.box.com/s/tkdka07e2z14bjl6s1xae14p1e47tkti>

**Attachment D**

Form of Offer Letter

Attachment D

[Offeror's Letterhead]

[Insert Date]

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

Att'n: Mr. Yinka Alao  
Associate Director – Contracts and Procurement

Reference: Request for Proposals  
Design-Build Services – Ballou SHS Athletic Fields & Site Improvements

Dear Mr. Alao:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide design-build services for athletic fields and site improvements for Ballou Senior High School . The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal, the Design Fee (as defined in paragraph A), the Preconstruction Fee (as defined in paragraph A) the Design-Build Fee (as defined in paragraph A), and the Guaranteed Maximum Price (as defined in paragraph B) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Design Fee, the Preconstruction Fee, the Design-Build Fee, and the Guaranteed Maximum Price are referred to as the "Offeror's Bid").

The Offeror's Bid is as follows:

A. The Design Fee is: \$ \_\_\_\_\_

The Preconstruction Fee is: \$ \_\_\_\_\_

The Design-Build Fee is: \$ \_\_\_\_\_

The Offeror acknowledges and understands that design costs will be reimbursed at cost subject to a cap equal to the Design Fee bid by the Offeror. The Offeror further acknowledges and understands that the Preconstruction Fee and the Design-Build Fee are firm, fixed prices and other than as permitted in the Form of Contract will not be subject to further adjustment. For the avoidance of doubt, the Offeror acknowledges that the Design-Build Fee includes the Offerors cost of General Conditions.

The Offeror also acknowledges that ten (10%) of the Design-Build Fee is at-risk and the selected Offeror will only be entitled to such amount as set forth in the Form of Contract.

B. The Guaranteed Maximum Price is: \$ \_\_\_\_\_

The Offeror acknowledges that the Guarantee Maximum Price represents that the total maximum cost to be paid by the Department for the Design-Builder's complete performance under the Agreement, including, but not limited to, Final Completion of all Work, all services of the Design-Builder under the Agreement, and all fees, compensation and reimbursements to the Design-Builder. **The Guarantee Maximum Price is broken down into line items on the attached page.**

C. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

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

1. The Offeror agrees to hold its proposal open for a period of at least sixty (60) days after the date of the bid.

2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award. In the event the Bidder fails for do so, the Department shall have the right to levy upon the Offeror's bid bond.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid. In addition to any other remedies that the Department may have at law or in equity, the Department shall have the right to levy upon Bidder's Bid Bond in the event of a breach of this paragraph 3.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: **[INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER**

**ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]**

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or sub-consultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment

**ATTACHMENT TO OFFER LETTER**

Line #	<b><u>GMP BREAKDOWN</u></b>		
1	Div. 1/General Requirements		
2	Div. 26/Electrical (including Fire Protection System)		
3	Div. 27/Communications (IT & Data)		
4	Div. 31/EARTHWORK		
5	Div. 32/EXTERIOR IMPROVEMENTS		
6	ACM/Contamination Removals		
7	New asphalt Parking area		
8	New Concrete Curbs		
9	New Concrete sidewalks		
10	Landscaping		
11	Site Concrete Stairs with railings		
12	Artificial/synthetic fields		
13	Track & Field		
14	New Aluminum Ramp		
15	Site retaining walls		
16	Aluminum Bleachers (1200 home seats / 400 visitor seats)		
17	Site security fence (Aluminum ornamental)		
18	New spectator fence 4' Vinyl coated chain link		
19	Site Fence Gate		
20	Site Bio-Retention facility		
21	Site stadium Lights		
22	Site drainage		
23	Press box		
24	Other site improvements work (water fountains, benches, trashcans, etc.).		
25	Div. 33/Site Utilities		
26	<b>DIRECT COST SUBTOTAL</b>	<b>\$</b>	<b>-</b>
27	Preconstruction Fee		
28	Design-Build Fee (including General Conditions)		
29	Design Fee (line item guarantee)		
30	Insurance		
31	Payment & Performance Bonds		
32	Construction Contingency		
33	<b>SOFT COSTS SUBTOTAL</b>	<b>\$</b>	<b>-</b>
34	<b>TOTAL GMP</b>	<b>\$</b>	<b>-</b>
35	<b>Assumed Quantity of Remaining Excavation:</b>		
	<b><u>ALTERNATES</u></b>		
36	<b>Alternate for terraced retaining walls between competition and practice fields in lieu of a single retaining wall (optional)</b>		
37	<b>Add/Alternate for Retaining Wall at NW corner of competition field</b>		
	<b><u>UNIT PRICES</u></b>		
	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
38	Disposal of excavated contaminated materials	Ton	
39	Disposal of excavated non-contaminated materials	Cubic Yard	
40	Abatement and disposal of underground asbestos containing 12" piping	Linear Feet	

**Attachment E**

Disclosure Form

**Attachment E**

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

**A. D.C. Department of General Services**

Christopher Weaver	Director
Jonathan Kayne	Chief Operating Officer
Latrena Owens	Chief of Staff
Camille Sabbakhan	General Counsel
Yinka Alao	Associate Director, Contracts & Procurement
Jeff Bonvechio	Deputy Director, Capital Construction Services

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

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**B. Leftwich, LLC**

Thomas D. Bridenbaugh

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

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**C. Brailsford & Dunlavey, Inc.  
McKissack & McKissack, P.C.**

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

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

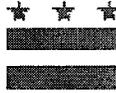
OFFEROR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment F**

Tax Affidavit

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of the Chief Financial Officer**  
**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

**Date**

**Authorized Agent**  
**Name of Organization/Entity**  
**Business Address (include zip code)**  
**Business Phone Number**

**Authorized Agent**  
**Principal Officer Name and Title**  
**Square and Lot Information**  
**Federal Identification Number**  
**Contract Number**  
**Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

**Signature of Authorizing Agent**

**Title**

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

**Attachment G**

Davis-Bacon Wage Rates

General Decision Number: DC150002 10/09/2015 DC2

Superseded General Decision Number: DC20140002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	02/20/2015
3	03/06/2015
4	04/03/2015
5	05/08/2015
6	05/22/2015
7	06/26/2015
8	07/03/2015
9	07/17/2015
10	08/07/2015
11	08/14/2015
12	09/11/2015
13	09/18/2015
14	10/09/2015

ASBE0024-007 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.76

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

-----  
ASBE0024-008 10/09/2013

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS		

MATERIAL HANDLER.....\$ 20.86 5.46

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

-----  
ASBE0024-014 10/01/2013

Rates Fringes

FIRESTOPPER.....\$ 26.06 5.90

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

-----  
BRDC0001-002 05/03/2015

Rates Fringes

BRICKLAYER.....\$ 30.36 9.69

-----  
CARP0132-008 05/01/2015

Rates Fringes

CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....\$ 27.56 9.08  
PILEDRIVERMAN.....\$ 26.79 8.85

-----  
CARP1831-002 04/01/2013

Rates Fringes

MILLWRIGHT.....\$ 31.59 8.58

-----  
ELEC0026-016 06/01/2015

Rates Fringes

ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....\$ 42.80 15.33

-----  
ELEC0026-017 09/01/2014

Rates Fringes

ELECTRICAL INSTALLER (Sound & Communication Systems).....\$ 27.05 8.58

SCOPE OF WORK: Includes low voltage construction,

installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

-----  
ELEV0010-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.09	28.385+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

-----  
IRON0005-005 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.65	18.135

-----  
IRON0201-006 05/01/2015

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.50	18.58

-----  
LABO0657-015 06/01/2015

	Rates	Fringes
LABORER: Skilled.....	\$ 22.63	7.31

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any

machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

-----  
MARB002-004 05/03/2015

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 35.19	15.72

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

-----  
MARB003-006 05/03/2015

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.75	10.28

-----  
MARB003-007 05/03/2015

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 21.96	9.35

-----  
MARB003-008 05/03/2015

	Rates	Fringes
TILE SETTER.....	\$ 26.75	10.28

-----  
MARB003-009 05/03/2015

	Rates	Fringes
TILE FINISHER.....	\$ 21.96	9.35

-----  
PAIN0051-014 06/01/2014

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2 million.....	\$ 28.61	9.85

-----  
PAIN0051-015 06/01/2014

Rates Fringes

PAINTER

Brush, Roller, Spray and Drywall Finisher.....	\$ 24.89	9.05
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PLAS0891-005 07/01/2013

	Rates	Fringes
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PLASTERER.....	\$ 28.33	5.85
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PLAS0891-006 02/01/2014

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61
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PLAS0891-007 08/01/2014

	Rates	Fringes
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FIREPROOFER

Handler.....	\$ 16.50	4.24
Mixer/Pump.....	\$ 18.50	4.24
Sprayer.....	\$ 23.00	4.24

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

-----  
PLUM0005-010 08/01/2015

	Rates	Fringes
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PLUMBER.....	\$ 39.67	16.60+a
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a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

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\* PLUM0602-008 08/01/2015

	Rates	Fringes
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PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 38.89	19.97+a
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a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

-----  
ROOF0030-016 05/01/2015

	Rates	Fringes
ROOFER.....	\$ 28.50	11.04

-----  
SFDC0669-002 04/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.40	18.12

-----  
SHEE0100-015 07/01/2015

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.79	16.77+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's  
Birthday, Memorial Day, Independence Day, Labor Day,  
Veterans Day, Thanksgiving Day and Christmas Day

-----  
SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85

LABORER: Mason Tender for  
pointing, caulking, cleaning  
of existing masonry, brick,  
stone and cement structures  
(restoration work); excludes  
pointing, caulking and  
cleaning of new or  
replacement masonry, brick,  
stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER,  
Includes pointing, caulking,  
cleaning of existing masonry,  
brick, stone and cement  
structures (restoration  
work); excludes pointing,  
caulking, cleaning of new or  
replacement  
masonry, brick, stone or  
cement.....\$ 18.88

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**Attachment H**

Bid Guarantee Certification

**Attachment H**

**Certification Letter for Cashier's Check or Irrevocable Letter of Credit**

Offerors who submit a cashier's check or an irrevocable letter of credit ("Alternate Bid Security") in lieu of a bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such payment and performance bond, the Offeror understands and agrees that: (i) the Department shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and/or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Department will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Department would experience in the event such award or contract are terminated due to the Offeror's failure to post a payment and performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Department would incur.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

District of Columbia) ss:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for the District of Columbia, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be \_\_\_\_\_ of \_\_\_\_\_, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_